

BACKGROUND

The City of Ocala requires the services of an experienced Underground Utility Contractor or General Contractor in the state of Florida to install conduit systems to accommodate various cable installations as needed by the City of Ocala Electric Utility (OEU). Contractor must respond with a written quote within 48 (forty-eight) hours of the request by the OEU's Project Manager and required to start within 4 (four) business days of the Notice to Proceed. The conduit systems will be installed using directional bore method with minimum interruption and inconvenience to Ocala Electric Utility customers, within and around the work area. Contractor will provide all labor, materials, equipment and supplies necessary to perform this work.

PLEASE NOTE: This contract will go into effect in February 2027.

PERMITS AND LOCATES

The Contractor shall be solely responsible for obtaining, at no additional cost to the City, all permits, licenses, and approvals required to perform the work, including but not limited to right-of-way, railroad, FDOT, county, and other agency permits as applicable.

The Contractor shall request and verify all underground utility locates through Sunshine 811 prior to any excavation or boring and shall maintain valid locate tickets for the duration of the work.

The Contractor shall comply with all terms, conditions, and restrictions of each permit, as well as all applicable local, state, and federal laws and regulations. The Contractor shall be responsible for any fines, penalties, delays, repairs, or damages resulting from failure to obtain required permits or locates, from failure to verify utility locations, or from non-compliance with permit conditions. The Contractor shall provide copies of all permits, locate tickets, and pothole records to the City prior to commencing work and upon request.

SPECIFICATIONS

Conduit must be installed using a directional bore method for all needed conduits. Conduit shall be installed at a minimum depth of 36 inches, measured from the top of the conduit to final grade. Any depth greater than 48 inches requires prior written approval from OEU.

- All conduits must be gray in color, electrical grade, and SDR 13.5 wall rating. The actual conduit run locations, number of conduits per run, the size of each conduit, and the length of each conduit run will be defined by drawings for each Job.
- All conduit routes shown on the drawing must be followed unless written permission from OEU Electric Engineering Division has been obtained.
- The Contractor will be responsible for installing a ten-foot (10') section of SCH 40 PVC prior to 90 degree sweep at each stub-up location. PC fusion by poly water or a longline PVC coupling shall be used at transition from HDPE to PVC pipe; sweeps shall be a minimum 36-inch (36" radius), all stub-ups above ground, and mule tape installed in the completed conduit. Where conduit stub-up location falls inside existing transformer/vault locations, OEU Transmission and Distribution (T&D) personnel must be present to assist in the install inside the transformer/vault.

- The Contractor will need to coordinate the installation of each run with OEU T&D Personnel to isolate energized cables in areas where the directional boring will occur. This is to ensure the safety of all workers during installation.
- The Contractor will be responsible for the conduit installation until all cable runs have been installed. Any runs which do not perform properly during installation will require the Contractor to repair said conduit run at no charge to OEU. The repairs must be made within 5 working days from the time of notification to the awarded Contractor.
- Sludge will not be permitted to be discharged on the ground at any time. Disposal of the sludge is the responsibility of the Contractor and must be disposed of in a proper manner.
- Contractor is required to always furnish water. Should a meter be required, the Contractor will have to apply for a water meter.
- Contractor will keep all disturbances of property to a minimum and will return all excavated areas to "pre-excavation" condition after the conduit system is in place. This may require sod to be laid at times.
- Contact phone numbers for all crews working on City projects must have a local number or 800 telephone number.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirement:** Contractor must be a licensed as an Underground Utility Contractor or General Contractor in the State of Florida to perform all work outlined in this Scope of Work.
2. **Experience Requirement:** Contractor must list three (3) references for whom they have performed conduit services including dense urban settings, within the past five (5) years.

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of two (2) years.
2. **Renewals:** Two (2) optional, one-year renewal term.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Contractor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.
4. **Contract Effective Date:** This contract will not take effect until February 2027. All pricing submitted by the contractor must be held through the end of the new annual contract period.

WRITTEN QUOTES

Quotes. Prior to performing any work, the Contractor shall submit a written, itemized not-to-exceed quote for each project to the OEU Project Manager by email. Quotes shall be submitted within two (2) business days of OEU's request. Each quote shall include:

- The project name, location, and address

- A full description of the work
- Each item and quantity required by the bid specifications, including all hardware and materials
- A clear sketch or drawing, where applicable
- All hand digging, which shall be included in the quoted price

Start of work. The Contractor shall begin work within four (4) business days of receiving the Notice to Proceed. The OEU Project Manager may allow a longer preparation period for individual jobs at their discretion.

Completion. The Contractor shall complete each project within thirty (30) calendar days of the Notice to Proceed, unless a different timeline is agreed to in writing by the OEU Project Manager and the Contractor. Any change to a completion timeline requires that same written agreement.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. The Contractor is an independent contractor and not an agent, representative, partner, or employee of the City of Ocala. The Contractor shall control its operations at the work site and is solely responsible for the acts and omissions of its employees.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor shall provide a valid telephone number and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. Each crew shall have at least one member on site who can communicate in English.
6. All vehicles must have the company logo visible on the outside of the vehicle. All workers must wear a company shirt or name badge with the company name.
7. Employees shall wear suitable clothing and the personal protective equipment required by OSHA, and shall maintain a clean, professional appearance as job conditions permit.
8. No smoking is allowed on City property or projects.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. The Contractor shall provide all equipment necessary to perform the work and shall furnish a list of equipment to the City upon request. Contractor-owned equipment shall not be stored on City property.

CITY OF OCALA RESPONSIBILITIES

1. **Access.** The City shall provide the Contractor with access to City buildings, facilities, and work sites as necessary to perform the work, subject to the City's security, safety, and scheduling requirements.
2. **Information.** The City shall provide the Contractor with drawings, specifications, schedules, reports, and other City-prepared information pertinent to the Contractor's responsibilities. The City makes

no warranty as to the accuracy or completeness of such information, and the Contractor shall field-verify conditions before beginning work.

3. **City-furnished materials.** The City may, at its discretion, purchase materials for the Contractor to install. The Contractor shall not charge a mark-up, handling, or similar fee on City-furnished materials. The Contractor shall be responsible for the proper receipt, storage, and handling of City-furnished materials once delivered, and for the cost of replacing any such materials that are lost, damaged, or wasted through the Contractor's negligence.

CONTRACTOR RESPONSIBILITIES

1. **Compliance.** The Contractor shall perform all work in accordance with City of Ocala policies and procedures and all applicable local, state, and federal laws and regulations. All installations shall comply with the manufacturers' requirements and instructions.
2. **Licenses, equipment, and fees.** The Contractor shall obtain and pay for all licenses, additional equipment, dumping and disposal fees, and any other costs required to fulfill this contract.
3. **Damage to property.** The Contractor is responsible for all damage caused by its activities, including damage to buildings, curbing, pavement, landscaping, and irrigation systems. The Contractor shall repair or restore any damaged public or private property, at its own expense and to the City's satisfaction, within thirty (30) calendar days of the date the damage occurred.
4. **Reporting damage.** The Contractor shall immediately report any damage, including damage to underground utilities, to the OEU Project Manager. If a gas line is damaged, the Contractor shall call 911 first and then notify the gas utility.
5. **Property owner requests.** If a property owner or their representative directs the Contractor to leave a property, the Contractor shall leave immediately and without confrontation and shall notify the OEU Project Manager within 24 hours of the reason the work was not completed.
6. **Data and documents.** Data collected shall be in a format compatible with, or easily converted to, the City's database. Files and documentation shall use a sequential naming convention [specify, e.g., JobNumber_Description_001]. Documents shall be prepared on a Windows-based computer using current Microsoft Office applications (e.g., Word, Excel, PowerPoint) or other software approved by City staff.
7. **Unattended work areas.** Any hole, pit, or equipment left unattended shall be secured with barricades, fencing, or other suitable protection so the area is safe.
8. **Subcontracted services.** Additional services such as ground-penetrating radar (GPR) shall be quoted and approved by the OEU Project Manager before the Notice to Proceed.

Maintenance of Traffic (MOT).

MOT services shall be included in the Contractor's initial quote. The Contractor is responsible for any difference between the quoted and actual cost of MOT. The Contractor shall:

1. Maintain traffic in accordance with the FDOT Standard Plans, Index 600 series, within the project limits for the duration of construction, including any temporary suspensions of work.
2. Construct and maintain detours, and provide access to residences, businesses, and other properties along the project.

3. Furnish, install, and maintain all traffic control and safety devices, and meet any other traffic requirements specified in the plans.
4. Not obstruct traffic or create a hazard for traffic during work and repair any damage to existing pavement open to traffic.
5. Not install traffic control where no work is occurring or where operations will not affect existing roads.
6. FDOT Design Standards are the minimum standards for all Traffic Control Plans (TCPs).

SITE HOUSEKEEPING AND CLEANUP

1. **Daily cleanup.** The Contractor shall keep the work site free of accumulated waste materials and rubbish caused by its operations and employees, including by:
 - A. Cleaning up as needed to prevent hazards or interference with operations and leaving the site neat.
 - B. Completely cleaning the work site at the end of each workday.
 - C. Disposing of all debris legally, at the Contractor's expense.
2. **Final cleanup and restoration.** Upon completion of the work, and before final acceptance and payment, the Contractor shall:
 - A. Remove all surplus and discarded materials, rubbish, and temporary structures from the premises.
 - B. Return all work areas to their original condition, including grading and sod, irrigation systems, landscaping and trees, and sidewalks, and replace any furnishings or equipment in their original locations.
 - C. Repair or restore, to the City's satisfaction, all public and private property damaged during the work.
 - D. Leave the work area neat and presentable.
3. **Debris.** All debris shall be removed from the premises. Construction debris and trash shall not be left or buried on site.

SAFETY

1. **Safety.** The Contractor is fully responsible for providing adequate and proper safety precautions in compliance with all OSHA requirements and all applicable local, state, and national codes. This responsibility extends to the Contractor's employees and subcontractors, building and site occupants, City staff, the public, and anyone else in or around the work area.
2. **Emergencies.** In any emergency involving injury, fire, or a hazard to life or property, including a damaged gas line or energized electrical facility, the Contractor shall call 911 first and then notify the OEU Project Manager and the affected utility.
3. **Delivery and removal of materials.** The Contractor is responsible for any damage to buildings, curbing, pavement, landscaping, irrigation systems, or other property caused by the delivery or removal of materials.
4. **Contractor property.** The Contractor is responsible for the storage and protection of all of its materials and equipment until the work is complete. The City is not responsible for the loss, theft,

damage, or destruction of any Contractor or subcontractor equipment, materials, tools, clothing, or other property.

WARRANTY

1. **General warranty.** The Contractor warrants all materials and labor furnished under this contract against defects in materials and workmanship for one (1) year from the date of final acceptance by the City. The Contractor shall repair or replace any defective work, including materials and labor, at no cost to the City.
2. **Conduit installation.** The Contractor warrants that all conduit will be assembled and installed correctly to allow the pulling of electric conductors, and that all splices or couplings in conduit runs will be completed to Ocala Electric Utility standards.
3. **Depth.** The Contractor warrants that all conduit is installed at the minimum depth required by the Specifications, measured from the top of the conduit to final grade. If an inspection finds conduit shallower than required, the Contractor shall correct it to the proper depth at its own expense.
4. **Response time.** The Contractor shall begin warranty repairs within [five (5)] working days of written notice from the City and complete them within a reasonable time agreed to by the OEU Project Manager.

INVOICING

1. **Submission.** The Contractor shall send all original invoices to:
Ocala Electric Utility
1805 NE 30th Avenue, Building 400
Ocala, FL 34470
Email: elecadmingrp@ocalafl.gov
2. **Frequency.** The Contractor shall submit an invoice at least once per month for work completed during that period.
3. **Required content.** Each invoice shall include the contract number, job number, a unique invoice number, and the invoice date. Each invoice shall also include a detailed breakdown of the work performed, including:
 - a. Site location
 - b. Size and depth of conduit
 - c. Linear feet bored
 - d. Man-hours on the job
 - e. Any additional work performed, with written approval for it
 - f. Any other supporting information required by OEU procedures to substantiate the charges
4. **Documentation.** The Contractor shall submit as-built drawings documenting conduit locations and depths with the invoice for each completed job. Payment will not be made until as-builts are received.
5. **Withholding payment.** OEU may withhold payment, in whole or in part, for work that is incomplete, unsatisfactory, or not delivered on time, after notifying the Contractor in writing of the deficiency. OEU

shall release withheld payment promptly after the Contractor corrects the deficiency to OEU's satisfaction.

PRICING AND AWARD

1. Contractor must upload a completed Price Proposal with their response. **Please note that this contract will not go into effect until February 2027. All pricing submitted must be held firm through the end of the new annual contract period.**
2. Contractor must bid on all line items, with the exception of optional items.
3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.
6. Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2).
7. DUE TO THE CITY. Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
8. Vendor must be registered through the E-Verify system, confirming the eligibility of their employees to work in the United State