

BACKGROUND

The City of Ocala requires the services of an experienced Contractor to provide pole attachment and load analysis for Third Party communication Contractors supporting the Electric Utility Department.

LICENSING AND EXPERIENCE REQUIREMENTS

Experience Requirement:

1. Contractor must possess five (5) years' experience in providing pole loading and attachment clearance analysis.
2. Contractor must provide a minimum of three (3) acceptable references for similar work performed within the past five (5) years.
3. Contractor shall ensure that all its personnel are properly qualified, trained, certified, and licensed in accordance with all applicable local, state, and federal rules, regulations laws, and standards to perform the work assigned.
4. Contractor must also have the availability of a professional engineer, to evaluate unique requests, if requested by Ocala Electric Utility.

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 three (3) years
2. **Renewals:** Two (2) optional, one-year renewal term.

PROJECT SUMMARY, DELIVERABLES AND HOURS

Project Summary: The Contractor will be required to perform the following services for the City of Ocala:

Pole Loading and Analysis

Third Party Attacher will submit an Ocala Electric Utility (OEU) pole attachment request to Contractor. Contractor will complete a pole loading and clearance analysis for each pole that the Attacher is requesting a new attachment to, or over-lashing to an existing line. The Contractor will forward the evaluated permit (in report form) to Ocala Electric Utility (OEU) to review. Upon final review, if all guidelines are met and satisfied, Ocala Electric Utility (OEU) shall grant approval of the permit request to the Attacher for construction. After the construction has been completed, the Contractor may be directed to perform a post-inspection of specific poles permitted.

Pole loading and clearance analysis will include at a minimum:

- Preliminary onsite Inspection to verify current attributes and clearances (attachment heights and mid-point sag heights in all directions) of all existing attachments, in accordance with National Electric Safety Code and Ocala Electric Utility Standards
 - *NOTE: The National Electric Safety Code (NESC) is a bare minimum standard. The OEU minimum standard for all new construction attachments is a minimum of 18'-0" clearance*

at the lowest sag point above any ground surface that is a road, driveway, parking area, or could experience vehicle movement currently or likely in the future. Pedestrian-only areas (i.e. parks, recreation areas...) can be reduced to 12'-6" for the lowest sag point. For attachments to existing poles, 15'-6" lowest sag will still be allowed for cables running parallel to a right-of-way, and 18'-0" lowest sag for any cable crossing a road.

- Determine appropriate size/strength NESC Construction for "Grade B" poles (railroad and highway crossings, varying supply voltage levels) and NESC Construction "grade C" poles, (typical power or joint-use distribution applications), wind loading, etc.
- The Attachers requesting a new attachment or over-lashing, will indicate the height that they wish to attach to on each pole. Contractor will analyze this attachment request.
 - *NOTE: OEU Standards require that CATV attachment should always be the lowest attachment, due to weight and sag factors. This may necessitate the evaluation of relocating existing attachments up or down to accommodate the new attachment or over-lash request, or some other approved attachment accommodation.*
- Specify in the report the "pass" or "failure" of minimum clearance height (all directions)
 - Minimum clearance height analysis shall be based on whether the lowest attachment (including any relocating that would be required) meets the OEU minimum sag requirement. Often times this could be a relocated (downward) CATV cable, to evaluate for new attachment or over-lashing above it.
 - If an alternate attachment height, including the possibility of lowering an existing CATV attachment, or raising other existing attachments would allow for "passing" clearance requirements on the existing pole, then Contractor will note such revised attachment heights in the report, as conditional for the "pass" analysis.
 - If a special accommodation (ie. Use of a stand-off bracket to achieve minimum horizontal separation...) is approved by OEU, which will be noted on the permit or transmittal documentation then that attachment height will be used for the evaluation.
- Specify in the report the "pass" or "failure" of NESC Construction "Grade B" or Grade "C" pole loading, for new attachment or over-lashing requested; report should include the OEU pole number.
- Specify in the report if the Attachers is required to add an anchor and guying (lead length of anchor & attachment height of guy wire) as a condition of "pass" for new attachment.
- In addition to the Attachers drawings, the final report should contain a photo of each pole with details on parameters and what is attached to each pole for the "Pole Loading Analysis" such as, but not limited to:
 - a) Transmission wire size (if on pole)
 - b) Distribution Wire Size
 - c) Secondary or streetlighting wire size
 - d) Length of spans used, etc.
 - e) Anchors & guys, transformers, etc.

- The Attacher's load and clearance analysis must be completed by the Contractor within 15 working days of receipt of request. Contractor may request additional time for permit requests greater than 10 poles. All requests for extensions must be in writing (or email) to OEU's designated attachment manager within (3) working days of receipt of request.
- Post inspection – Contractor will ensure that the Third Party Attacher has attached to the specified approved height as determined from pole analysis report and NESC and OEU Standards. If the Attacher did not attach to the specified height or failed to install a required anchor & guy then additional fees/ charges could be imposed on the Attacher for re-inspections by the Contractor.

Permits.

The Contractor will evaluate the permits request per OEU specifications with the signed permits forms attached **Exhibit B – Pole Attachment Agreement** along with a pole loading and clearance analysis of each permitted pole. Once OEU receives the report information for each pole listed on an **Exhibit-A-Scope of Work**, then OEU will review the Contractor's report findings and approve or reject the Attacher's permit request.

1. **Deliverables:** The Contractor shall provide monthly reports of all work in progress. Deliverables must be provided to the City of Ocala Project Manager before payment for such work.
2. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:30 PM Monday through Friday, excluding holidays. Contractor shall provide 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline the request.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. 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.
2. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must always 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. 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.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. **No smoking** is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:
 - A. Access to City buildings and facilities to perform the work.
 - B. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - C. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
5. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
 - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
 - A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

WARRANTY

1. Contractor will provide a one (1)-year material and labor warranty from the date of completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

INVOICING

1. Unless otherwise notified in writing or email by the City, all original invoices will be sent to Steve Short, Project Engineer, Ocala, Electric Utility Department, 1805 NE 30th Avenue, Building #400, Ocala, FL 34470, email: sshort@ocalafl.org.
2. Contractor will invoice at least once a month.
3. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.

PRICING AND AWARD

1. Award will be made to the lowest bidder meeting all requirements outlined herein.
2. The City will pay the Contractor only for the actual report units that the Contractor completes, provides, installs, or constructs.