

BACKGROUND

The City of Ocala's Fiber Network requires the services of an experienced Contractor to provide all labor, equipment, tools, and applicators necessary to install underground conduit as needed and requested by the City of Ocala. The conduit will be installed using plow, hand dig, missile or directional bore method with minimum interruption and inconvenience to the public, within and around the work area. Contractor will provide all labor, materials, equipment and supplies necessary to perform this work with the exceptions described herein.

EXPERIENCE AND LICENSING REQUIREMENTS

1. **Licensing Requirements:**
 - A. Bidder must be a licensed as an Electrical Contractor in the State of Florida to submit a bid for this project.
 - B. Bidder must have a FDOT TTC (Temporary Traffic Control) license to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in conduit installation.

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.

CONSTRUCTION TIMEFRAME

1. **Construction Time:** The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of **5** calendar days to begin work. Contractor must be able to complete any projects within the agreed timeframe of Notification To Proceed (NTP).
2. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by Contractor.
3. **Term:** The term of any resulting contract will be with a term of two years, with two (2), one-year renewal options may be entered into (upon mutual written agreement of the City and Contractor).

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$100.00** for each calendar day that expires after the time specified for completion, until work is completed.
2. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
 - a. Contractor shall install conduit for various fiber installations as requested by the City, by and through, Ocala Fiber Network (“OFN”).
 - b. The conduit system shall be installed using plow, hand dig, missile, or directional bore method for OFN with minimum interruption and inconvenience to OFN customers, within and around the work area.
 - c. Contractor shall install splice cabinets and associated equipment.
 - d. Contractor shall pull single or multiple cables and tracer wire in the installed conduit.
 - e. Contractor shall direct buried service drops upon request.
 - f. Contractor will provide all labor, conduit materials, equipment and supplies necessary to perform this work excluding fiber and tracer wire, splice boxes, U-Guard, Network Interface Device (NID), 1/2’ PVC and pedestals, vaults or any other material if required, which will be provided by OFN.
 - g. All work shall be coordinated with the City Project Manager, Jose Colon, 352-401-6901, e-mail: Jcolon@ocalafl.gov.
2. **Deliverables:** The Contractor shall provide daily reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The City may decline the request.
4. **Emergency Work Hours:** The Contractor must have available staff on site and prepared to begin work within two (2) hours notification of any work deemed “Emergency” (this includes all storm related emergencies). If the work is not completed or staff is not on site by contract timelines the contract will be considered in default.

CONDUIT SPECIFICATIONS

1. All conduits shall be orange in color, SDR 13.5 wall rating and minimum 1.25 ID. The actual conduit run location, number of conduits per run, depth 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 the City Project Manager has been obtained. All conduits must include pull strings.
2. Typical conduits must be buried between twenty-four inches (24”) and forty-eight inches (48”) deep (all FDOT and Marion County regulations apply).
3. The Contractor will be responsible for installing a five-foot (5’) section of Sch. 40 PVC prior to 90% sweep at each stub up location. (PC fusion by poly water upon request) will be used at transition from HDPE to PVC pipe; sweeps will be a minimum of twenty-four inches (24”) radius, and all stub-ups must be 12” above grade. Where conduit stub-up locations fall inside existing pedestal/locations the conduit will only rise three inches (3”) above ground.

4. The Contractor shall be responsible for installing a supplied Network Interface Device (NID) and 1/2' PVC on the outside wall and fishing supplied fiber to agreed-upon location or point of service (POS).

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided for all projects assigned.
2. 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.
3. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
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. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
6. 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.
7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company vehicles and uniforms must have a visible company name/logo.

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:
 - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - B. Access to City buildings and facilities to perform the work.
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 contract 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 observe ALL the following:

- a. Occupational Safety and Health Code (latest edition)
 - b. Applicable power and telephone pole attachment agreements
 - c. Applicable city, county, and state ordinances
 - d. National Electric Safety Code (latest edition)
 - e. National Electric Code (latest edition)
 - f. Manufacturers specifications
 - g. Call for 811 locates on all underground work performed.
 - h. The employees of the contractor shall wear suitable work uniforms as defined by OSHA (hard hats, flame retardant shirts, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements, and thoroughly follow City safety policy (policy is available upon request) as indicated for work conducted near an energized work environment, and be as clean and in as good appearance as the job conditions permit.
3. Poles may be located in areas inaccessible by vehicles.
 4. The Contractor will be responsible for relocating Ocala Fiber Network (OFN) ADSS fiber optic communication lines. This may require pulling in fiber from storage on other structures.
 5. The Contractor must notify Ocala Fiber Network prior to any customer interruption of internet service that takes place because of contractor's work.
 6. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
 7. Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
 8. 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.
 9. Contractor will be responsible for inspector's overtime.
 10. 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) week from the date damage occurred.
 11. Contractor is responsible for obtaining all utility locates prior to excavating and/or boring any conduits. The City will obtain all applicable permits.
 12. Contractor will adhere to all FDOT and Marion County right of way regulations. MOT equipment to be supplied by contractor.

13. Contractor shall keep all disturbances of property to a minimum and will return all excavated areas to “pre-excavation” condition after installation of the conduit system. This may require equivalent sod and or fill dirt to be installed. Before and after pictures are required.
14. 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.
15. Contractor’s vehicles must have the company and OFN logo visible on the outside of each vehicle. OFN logo must be removed during non-working hours. All workers must wear a company shirt or name badge with the company name.
16. Contractor’s crews working on City jobs must have a local contact number or 800 telephone number.
17. Any additional material meeting City’s specifications will be reimbursed at cost by prior approval of Project Manager. Contractor shall submit supplier invoices to City for reimbursement at cost for these items.
18. Contractor is required to report any damages immediately to the City Project Manager and must provide pictures of damage before and after repair. Contractor must repair all damages at no additional cost to the City.
19. OFN reserves the right to make any necessary repairs and charge the Contractor for unresolved damages within five (5) days of notification.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 60% of the work with their own forces.
2. Services assigned to sub-contractors must be approved in advance by the City Project Manager.

CONSTRUCTION WORK AREAS

1. The City of Ocala is not responsible for providing property or lay down yards to the Contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. **Utilizing private property without written permission is prohibited.**
2. Provide on-site sanitary facilities as required by Governing agencies.
3. Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.

2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
4. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
 - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
 - B. 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.*
 - C. Broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
 - D. All furnishings and equipment shall be placed back in the original locations.
 - E. All work areas must be returned to original condition.

SAFETY

1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and 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. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. 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.

WARRANTY

1. Contractor will provide a one year material and labor warranty from the date of substantial 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. All original invoices will be sent to: Jose Colon, Project Manager, Ocala Fiber Network, 3001 NE 21st Street Ocala, FL 34470, email: jcolon@ocalafl.gov.
2. Contractor will invoice at least once a month.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder 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.