

# **BIDS FOR CONSTRUCTION OF FIBER-TO-THE-PREMISE DISTRIBUTION and DROP NETWORK in BREMER COUNTY, IA January 2023**

## **2.1 Description of the Project**

The Project is generally described as follows:

**Labor for Fiber to the Premise Feeder/Distribution and Drop Network Construction in Bremer County, IA. This project is supported by federal funds made available through the American Rescue Plan Act and the State of Iowa, acting by and through the Office of the Chief Information Officer (OCIO).**

## **2.2 Description of the Work**

The Work is generally described as follows:

**Bid Item 1:** Construction of Fiber-to-the-Premise Feeder/Distribution and Drop Network Project to areas in Bremer County This project is supported by federal funds made available through the American Rescue Plan Act and the State of Iowa, acting by and through the Office of the Chief Information Officer (OCIO).

## **2.3 Scope of work**

Contractor shall build the Network to 100% completion based on the design and engineering documents provided by the utility

The Contractor should provide all services outlined in the contract documents as well as normal and customary tasks related to a construction contract including but not limited to utilities coordination, staking, location of URD facilities, all permitting activities, preconstruction meetings, and the distribution of normal weekly updates and reports necessary to complete the feeder/distribution network to 100%.

The scope of this project includes construction of a fiber optic outside plant distribution network and testing services. Construction will include, but not be limited to, all ROW, man-holes, hand-holds, conduits, road, bridge and railway crossings, buildings, utility poles, traffic light structures, traffic control boxes, other utility structures, both existing and planned (new) that are pertinent to the construction of the fiber path and necessary to complete the project to 100%.

Cost submittal should include all costs relative to construction, and restoration activities.

## **2.4 Material Breakdown**

The design should provide all data related to the breakdown labor units for construction. This list should provide unit information for all labor as listed below. Any deviation in these unit items will be reviewed by

Waverly Communications Utility Telecom Director prior to awarding of the Contract. Maps and Material sheets are included.

Waverly Communications Utility will purchase the fiber optic cable, conduit, trace wire, pedestals, vaults, closures, splitter cabinets, signage etc. Essentially, the contractor will provide labor for installation services for the project. Waverly Communications Utility has placed the orders for material and delivery is estimated in May of 2023. **A delay in the commencement date could occur depending on material availability.**

**2.5 Reponses to Scope of Work**

Each potential Contractor shall submit a plan describing its approach to the project described in this Bid. The plan shall describe the Contractor’s approach to the construction of the Network in sufficient detail to allow Waverly Communications Utility to effectively consider the bid. The Contractor shall also include a description of the day-to-day operations and the management of all responsibilities related to this project and explains how the Contractor will fulfill the scope of work in Section 2.2. This should include, at a minimum, the following:

- Rollout strategy: A discussion of the anticipated construction strategy, scope, and timing of the proposed schedule. The Contractor should also include a discussion of any factors likely to influence the scope or timing of the construction schedule and explain how those factors impact the timeline.
- Roles and responsibilities: A description of the roles and responsibilities envisioned for Contractor, Contractor’s team members (if any), Waverly Communications Utility, and third parties (if applicable) for each of the following:
  - Network construction
  - Network fiber testing
  - Network certification

**2.6 Contractor’s Representation**

In submitting this bid, Contractor represents that:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents and the following Addenda, receipt of which is hereby acknowledged: (list Addenda by Addenda Number and Date)

Addenda No.	Addendum Date
_____	_____
_____	_____
_____	_____

- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of work.

- D. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in Paragraphs above, Contractor does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the performance of the Work at the Contract Price, with the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of the work to be performed by Waverly Communications Utility and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Waverly Communications Utility written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and is acceptable to the Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor will submit written evidence of its authority to do business in the state of Iowa not later than the date of its execution of the Agreement.

## **2.7 Contractor's Certificates**

Contractor certifies that:

- A. This bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization or corporation;
- B. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham bid;
- C. Contractor has not solicited or induced any individual or entity to refrain from bidding; and
- D. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of the Paragraph:
  - a. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - b. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Waverly Communications Utility, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Waverly Communications Utility of the benefits of free and open competition;
  - c. "collusive practice" means a scheme or arrangement between two or more contractors, with or without the knowledge of Waverly Communications Utility, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

- d. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **2.8 Contractor’s Acknowledgements**

The undersigned Contractor proposes and agrees, if this bid is accepted, to enter into an Agreement with Waverly Communications Utility in the form included in the bidding documents to perform all Work as specified or indicated in the bidding documents for the prices and within the times indicated in this bid and in accordance with the other terms and conditions of the bidding documents.

Contractor accepts all of the terms and conditions of the Advertisement or Invitation to bid and Instruction to Contractors, including without limitation those dealing with the disposition of bid security. This bid will remain subject to acceptance for thirty days after the bid opening, or for such longer period of time that Contractor may agree to in writing upon request of Waverly Communications Utility. Contractor will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the bidding requirements within fifteen days after the date of Waverly Communications Utility Notice of Award.

## **2.9 Basis of Bid**

Bidder will complete the Work in accordance with the Contract Documents for the following prices:

**The detail spreadsheet provided below in the bid documents must be filled out for unit prices.**

**Items 1 thru 9 are conduit and fiber handling charges for right of way installations and are based on linear foot**

**Items 10 thru 16 are per unit items. Vault Installation will require 2 inches of gravel under the base. Gravel will be provided by the contractor.**

Item Number	Description	Units	Estimated Quantities	Unit Price	Total Price
<b>Buried Conduit and Fiber Installation</b>					
1	Consists of labor to install one (1) 1.25" duct w/separate tracer wire, at a min depth of thirty (30") inches with the means of boring. Consists of labor to install gr rod, clamp & required length of a bare #6 AWG	LF	32000		
2	Consists of labor to install one (1) 1.25" duct w/ separate tracer wire, at a min depth of thirty (30") inches with the means of knifing/trenching/ plowing. Consists of labor to install gr rod, clamp & required length of a bare #6 AWG	LF	188000		
3	Consists of labor & material to install one (1) ¾" duct w/o tracer one linear foot at a min depth of twelve (12") inches boring	LF	10000		
4	Consists of labor & material to install one (1) ¾" duct w/o tracer one linear foot at a min depth of twelve (12") inches knifing/trenching/plowing	LF	45000		
5	Rock Drilling Adder Unit of one (1) 1.25" duct w/separate tracer wire, at a min depth of thirty (30") inches with the means of boring. <b>Only when approved by WCU</b>	LF	1		
6	Rock Drilling Adder Unit of one (1) ¾" duct w/separate tracer wire, at a min depth of thirty (12") inches with the means of boring. <b>Only when approved by WCU</b>	LF	1		
7	All labor to install one (1) linear foot of a 96- count fiber in an existing duct.	LF	74000		
8	All labor to install one (1) linear foot of two (2) 96-count fiber in an existing duct.	LF	6000		
9	All labor to install one (1) linear foot of a 48- count fiber in an existing duct.	LF	140000		
<b>Vault/Ped Installation - vaults will have a minimum 2 inches of gravel under the base provided by contractor</b>					
10	N7SP2430R – Round URD Access 24" Opening X 30"T (Tier 15/22)	Each	160		
11	N7FBPCV304824 PON Cabinet Housing Vault, Split Lid: 30" x 48" x 24". Includes setting of 144/288 Port splitter cabinets.	Each	2		
12	N7SP243636PC – Poly/Crete URD Vaults: 24"x 36"x 36"T (Tier 15/22).	Each	20		
<b>Entering Enclosure and Splicing</b>					
13	Enter Vault and Prep for splicing of FOOSC – A Closure	Each	90		
14	Enter Vault and Prep for splicing of FOOSC – B Closure	Each	54		
15	Enter Vault and Prep for splicing of FOOSC – D Closure	Each	2		
16	All labor & material to Fusion splice and Test	Each	700		

**2.10 Time of Completion**

Contractor agrees that the Work will be substantially completed by October 01, 2024 and ready for final payment in accordance with the General Conditions within the schedule set forth in the Agreement and Contract Documents.

Contractor accepts the provisions of the Agreement as to Liquidated Damages in the event of failure to complete the Work with the Contract Times.

**2.11 Attachments to this bid**

The following documents are submitted with and made a condition of the bid:

- A. Required Bid security in the form of \_\_\_\_\_;
- B. List of proposed subcontractors
- C. List of project references

**2.12 This bid must be submitted to:**

Jeff Magsamen  
 Telecom Director  
 Waverly Communications Utility  
 1002 Adams Parkway  
 Waverly, IA 50677

**2.13 Bid Submittal**

This bid submitted by:

If the bidder is:

**An Individual**

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_ (Seal)  
 (Individual's signature)

Doing business as: \_\_\_\_\_

**A Partnership**

Partnership Name: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Signature of general partner – attach evidence of authority to sign)

**A Corporation**

Corporation Name: \_\_\_\_\_ (Seal)

State of Incorporation: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Signature – attach evidence of authority to sign)

Title: \_\_\_\_\_ (Corporate Seal)

Attest: \_\_\_\_\_

Date of Authorization to do business in Iowa is \_\_\_/\_\_\_/\_\_\_\_\_

**A Joint Venture**

Name of Joint Venture: \_\_\_\_\_

First Joint Venturer Name: \_\_\_\_\_ (Seal)

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Signature of first joint venture partner– attach evidence of authority to sign)

Title: \_\_\_\_\_

Second Joint Venturer Name: \_\_\_\_\_

Name (typed or printed): \_\_\_\_\_

By: \_\_\_\_\_

(Signature of second joint venture partner– attach evidence of authority to sign)

Title: \_\_\_\_\_

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.