

# Agenda Item Summary

Item No. 8 d 1

**Council Meeting Date**

June 18, 2024

**Department**

Information Technology

**Submitted By**

Greg Nelson

**Agenda Section**

Consent

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**Name and address of person(s) or business(es) this item affects:**

B&B Cable Construction LLC  
5200 Hamilton Rd  
Columbus, GA 31914

**Description of item under consideration**

Resolution authorizing the City Manager to execute a contract for the installation of fiber optic cable from Fire Station 3 to the Lake Wilmore Community Center with B&B Cable Construction LLC in the amount of \$48,600. An advertised bid for this work closed on April 26 with only one qualifying bid submitted for \$120,000. Bid law allows direct negotiation with vendors in the event of a single qualifying bid. Additional quotes were solicited for the same work that was advertised for bid, and the quote of \$48,600 from B&B Cable Construction LLC was identified as the lowest qualifying option.

**Why is Council action needed?**

City Council approval is needed to award a contract in excess of \$30,000.

**Is this a budgeted item?:**     Yes

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the City Council of the City of Auburn recognizes that it is in the best interest of the City of Auburn to provide secure network services to the Lake Wilmore Community Center; and

WHEREAS, after completion of the competitive bid process, the City of Auburn has elected to contract with B&B Cable Construction LLC to install fiber optic cable from Fire Station 3 to the Lake Wilmore Complex.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Auburn, Alabama, does hereby authorize the City Manager to execute a contract for the installation of fiber optic cable from Fire Station 3 to the Lake Wilmore Community Center with B&B Cable Construction LLC in the amount of \$48,600.

ADOPTED AND APPROVED by the City Council of the City of Auburn, Alabama, this the 18<sup>th</sup> day of June 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Manager

City of Auburn

CONSTRUCTION CONTRACT

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of May 2024, by and between B.B. Cable Construction, LLC hereinafter called the CONTRACTOR and the City of Auburn, Alabama, hereinafter called the CITY;

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the WORK as defined in the Contract Documents (defined in Section 4 hereof). The WORK is generally described as follows:

**Fiber Optic Cable Installation: Lake Wilmore Center to Fire Station #3**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein. Prior to commencing work, CONTRACTOR shall have obtained a City of Auburn Business License, all required insurance and any required permits.
3. All time limits for milestones, if any, substantial completion, and completion and readiness for final payments as stated in the Contract Documents are of the essence.

The CONTRACTOR will commence the work required by the PROPOSAL within 10 calendar days after the date of the NOTICE TO PROCEED and will complete the same within **30 calendar days**, unless the period for completion is extended otherwise by the CITY.

CONTRACTOR shall only take instructions from the person or persons who are authorized in writing by the CITY to give the same.

If the CONTRACTOR is delayed at any time in the progress of the work by labor disputes, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties, or any other causes beyond the CONTRACTOR's control and without the fault or negligence of CONTRACTOR, the CONTRACTOR shall prepare and submit to the CITY within five (5) calendar days of the occurrence a written report of its assessment of the occurrence and any proposed amendment to the Term. The CONTRACTOR shall proceed with due diligence to alleviate any such delay and shall continue in the performance of its obligations hereunder. The CITY may determine, in its sole discretion, after the receipt of such notice of delay from the CONTRACTOR, whether to terminate this Agreement in accordance with Article 9 hereof or extend the Term by Change Order for such time as the CITY may determine.

4. The Contract Documents consist of:

1. This Contract Document
2. Appendix A – Proposal/Base Bid
3. Appendix B – Special Conditions
4. Appendix C – Performance Bond
5. Appendix D – Labor and Material Payment Bond

The intent of the Contract Documents is to include all items necessary for the execution and completion of the Work. The Contract Documents are complementary, and what is required by anyone shall be deemed to be required by all. In the event of any conflict between the terms of this Agreement and the other Contract Documents, the terms of this Agreement shall control.

5. The CONTRACTOR shall be compensated for satisfactory completion of the Work in compliance with the Contract Documents in the Contract Sum of **Forty-Eight Thousand Six Hundred and 00/100 Dollars (\$48,600.00)**. CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Each such payment application shall also contain the CONTRACTOR's certification that the task or portion of the work described in the application for payment has been completed in accordance with the Contract Documents, that the amount of all items due has been paid, and that the amount of such invoice is due to the CONTRACTOR

The CITY will pay the CONTRACTOR in the manner and at such times as set forth in the Contract Documents.

6. If the CONTRACTOR is of the opinion that any services requested hereunder are beyond the scope of the Work as provided in the Contract Documents, the CONTRACTOR shall promptly notify the CITY in writing of such opinion and the reasons for the same, with specific references to the Contract Documents.
7. No additional services beyond the scope of the Work as provided in the Contract Documents shall be performed by the CONTRACTOR unless the CITY shall, in writing, have specifically directed such services to be performed, and a Change Order (hereafter defined) shall have been signed by the CITY and the CONTRACTOR. In the event of noncompliance with the foregoing, the CONTRACTOR shall neither have nor make any claim for additional compensation by reason of a claim for additional services.
8. The term "**Change Order**" as used herein is a written order to the CONTRACTOR, issued and signed by the CITY after execution of this Agreement, authorizing a change in the Work. Unless the CONTRACTOR requests a modification in such Change Order, the CONTRACTOR shall sign the Change Order and return a copy thereof to the CITY within ten (10) business days after it has received the same. The CONTRACTOR shall have ten

(10) business days from its receipt of a Change Order within which to request a modification thereto. Failure of CONTRACTOR to respond to a Change Order within such ten (10) day period shall be deemed to signify CONTRACTOR's acceptance of such Change Order as if CONTRACTOR had signed the same without modification. If CONTRACTOR requests a modification of a Change Order, the CITY shall have ten (10) business days from receipt of such request to accept such modification in writing. If not so accepted, such request is deemed to be rejected.

9. CONTRACTOR and CITY recognize that time is of the essence as stated in Section 3 above and that CITY will suffer financial and other losses if the WORK is not completed and milestones, if any, are not achieved within the times specified in the Contract Documents, plus any extensions thereof allowed in accordance with the Agreement. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by CITY if the WORK is not completed on time.
10. This Agreement is binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. The CONTRACTOR is required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and workers' compensation insurance. Limits of liability for automobile liability insurance shall be, at a minimum, \$1,000,000.00 combined single limit. Limits of liability for general liability insurance shall be, at a minimum, \$1,000,000.00 per occurrence, \$1,000,000.00 personal and advertising injury, \$1,000,000.00 general aggregate and \$1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability and explosion, collapse, and underground (X, C & U) hazards. If the general liability insurance coverage is on a claims-made basis, the CONTRACTOR will maintain coverage in force for a period of two (2) years following completion of the work specified in the agreement. Workers' compensation insurance shall provide statutory workers' compensation coverage and employers' liability coverage with limits of, at a minimum, \$500,000.00 each accident, \$500,000.00 disease- each employee and \$500,000.00 accident, \$500,000.00 disease – policy limit. The CONTRACTOR will be responsible for the payment of any deductibles or self-insured retentions. The CONTRACTOR'S insurance will be primary. If the CONTRACTOR carries higher coverage limits than those specified above, the higher coverage limits apply.
12. The certificate of insurance shall provide the CITY thirty (30) days written notice of cancellation of any of the coverage named in said certificate with waivers of subrogation in favor of the City for each of the coverages listed on the certificate of insurance.
13. The CITY will be named as additional insured under the CONTRACTOR'S general liability insurance and automobile liability insurance policies. The CITY will be provided copies of the additional insured endorsements.

14. The CONTRACTOR shall require certificates of insurance from subcontractors. Subcontractors will carry limits of insurance equal to or greater than those carried by the CONTRACTOR. These certificates shall evidence waivers of subrogation in favor of the CONTRACTOR and the CITY, and shall be made available to the City upon request.
15. At the CITY's discretion, the CONTRACTOR may be required to have in force builder's risk coverage and/or higher liability limits than that mentioned above and/or broader coverage than normally carried by the CONTRACTOR.
16. By signing this Agreement, the CONTRACTOR affirms, for the duration for the Agreement, that they will not violate federal immigration law, or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed to be in breach of the Agreement and shall be responsible for all damages resulting therefrom.
17. CONTRACTOR agrees to advise fully all of its employees and others working for CONTRACTOR concerning environmental, safety and health procedures required by applicable state and federal law, regulation or order or required by the CITY; and to take the necessary steps to assure that such procedures are complied with.  
  
The CONTRACTOR agrees to indemnify, hold harmless, and defend the CITY, its officials, representatives, agents, servants, and employees from and against any and all claims, actions, lawsuits, damages, judgments, liability and expense, including attorney's fees and litigation expenses, in whole or in part arising out of, connected with, or in any way associated with the activities of the CONTRACTOR, its employees, or its sub-contractors in connection with the work to be performed under this contract. This obligation survives the payment of any loss by the CONTRACTOR'S insurance carrier.
18. Any subcontractor who works on the PROJECT must be enrolled in E-Verify. By signing this Agreement, CONTRACTOR acknowledges understanding of this requirement and represents that CONTRACTOR has in place a system for assuring compliance.
19. By signing this agreement, CONTRACTOR hereby attests that it is currently in compliance with Alabama Legislative Act 2016-312 (the "Act"). CONTRACTOR hereby agrees to maintain compliance with the Act during the term of this Agreement. CONTRACTOR understands and agrees that should it violate the Act during the term of this agreement, such violation will be an Event of Default, giving the City the right to immediately terminate this Agreement and to seek damages, including, but not limited to, consequential, special, indirect damages and liquidated damages.
20. Legal action arising from the performance of this contract will be filed in the Circuit Court

of Lee County, Alabama located in Opelika, Alabama or the Federal District Court for the Middle District of Alabama – Eastern Division located in Opelika, Alabama.

- 21. This Agreement does not, and shall not, be construed to create any partnership or agency whatsoever.
- 22. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision hereof.
- 23. This Agreement may not be modified except by Change Order or written Amendment executed by the parties hereto.
- 24. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
- 25. CONTRACTOR may not assign this agreement without the written permission of the City.
- 26. This Agreement shall be binding on the parties hereto and their respective successors, assigns and legal representatives.

IN WITNESS, THEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies each of which shall be deemed an original on the date first above written.

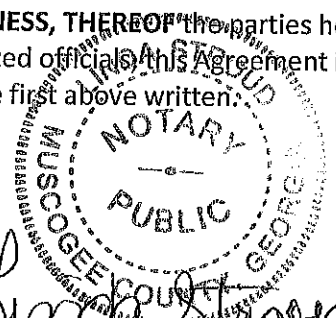
(SEAL)

ATTEST:

BY:

NAME:

TITLE:



Linda Stroud  
Linda Stroud  
Notary

BIB Cable Construction LLC  
 CONTRACTOR  
 BY: John D. Benefield  
 NAME: Joshua D. Benefield  
 TITLE: Managing Member  
 ADDRESS: 5200 Hamilton Rd  
Columbus GA 31904  
 TELEPHONE: 706.888.9192

(SEAL)

THE CITY OF AUBURN, ALABAMA

ATTEST:

BY \_\_\_\_\_  
Megan McGowen Crouch  
ITS CITY MANAGER

A Municipal Corporation

BY: \_\_\_\_\_  
Ron Anders  
ITS MAYOR



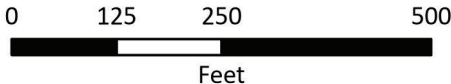
# Lake Wilmore

## Facility Fiber Lines



City of Auburn, AL

- Empty Conduit
- Aerial Section
- Underground Section



[GIS Division]  
03/25/2024

The City of Auburn, Alabama does not guarantee or warrant the accuracy of this map or any information contained herein. Information may contain errors and should be verified by an appropriately qualified, licensed and independent professional.

# Fiber Optic Specifications

- Minimum fiber count is 24.
- Roll duct shall be composed of HDPE, of a minimum diameter of 1 ¼" and orange in color.
- All bends will be sweeps. Plumbing 90s are not acceptable.
- Minimum bore depth is 36" and max is 48"
- No conduit run will be more than 500 feet without a vault.
- Vaults will be Quazite 24"W x 36"L x 36D"
- Vault lids will be Tier 22 for heavy traffic and marked "COA Fiber"
- Installed conduit will contain a #10 stranded copper tracer wire or traceable mule tape.
- Fiber type is single-mode.
- ADSS cable is not acceptable. Aerial segments will be supported by ¼" steel strand and double-lashed.
- Fiber terminations will be SC or LC style.
- Each pull vault will contain a 50 foot service loop with a label.
- Aerial spans will be labeled at every other pole.
- As-built drawings will be provided and will include splice matrices and GPS coordinates of risers, vaults, enclosures and slack loops. The amount of slack in each slack loop should be documented on or with the as-built drawings.
- The entire run will include at least 10% slack.
- Aerial spans will be double-lashed.
- Fiber will be installed in accordance with the manufacturer's specifications, particularly with respect to bend radius.