

**BACKGROUND**

The City is seeking bids from experienced Contractors to provide all materials, labor, and equipment necessary to complete the construction of a two-unit restroom building at the Fort King National Historic Landmark located at 3925 E Fort King Street, Ocala, Florida.

The lump sum bid shall be for the complete construction of the restroom building at the Fort King National Historic Landmark as specified and designed by the City.

All work shall be coordinated through City Project Manager Brian Hutchinson, (352) 401-6935, e-mail: [WHutchinson@ocalafl.org](mailto:WHutchinson@ocalafl.org). Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

**MANDATORY PRE-BID AND SITE VISIT MEETING:** Refer to the listing for the pre-bid meeting date, time, and location. Attendance at this meeting and site visit is required in order to participate in this bid.

**EXPERIENCE AND LICENSE REQUIREMENTS**

1. **Licensing Requirement:** Contractor must be a certified licensed general or building Contractor. Proof of valid licensing per the Florida Department of Business and Professional Regulations will be verified.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in providing construction of a two-unit restroom building.

**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.

**BONDS REQUIREMENTS**

**All bond cost shall be included in the lump sum price.**

- **Bid Bond:** Bid security equal to five percent (5%) of the total bid amount must accompany each bid. Bid bond will be uploaded in the section of this listing labeled "Bid Bond." The original document will be maintained by the Bidder unless requested to produce by the City.
- **Public Construction Bond:** The successful Bidder must submit a recorded Public Construction bond in the amount of the total bid.
- **Maintenance and Guarantee Bond:** Successful bidder shall furnish a Maintenance and Guarantee Bond, 3 years for labor and materials from the date of the substantial completion in the amount of 10% of the value of work completed.

Bond forms can be found on the City website: <http://www.bidocala.com/vendor-resources/>

## PROJECT SPECIFICATIONS

### Contractor will be responsible for the following:

- Construct a new two-unit split block CMU restroom building with time-period façade on exterior walls and roof shingles as specified on the design plans.
- Installation of water and sewer lines and connection to nearest service as specified (all dimensions to be field verified by Contractor.)
- Installation of toilets. All toilets must be commercial grade with flush valves.
- Connection to electric as specified.
- Provision of erosion and sediment control as specified.
- Provision of tree protection for any trees within 50 feet of the building as specified.
- Minor site restoration including sod if disturbed, and any other site/utility concerns which may affect construction.
- Trenching conduits/pipe, minor grading and sodding disturbed areas.
- Provide and install chain link construction fence around the perimeter of the construction area.

**This is a lump sum cost project. This cost encompasses all aspects to completely construct the Fort King National Historic Landmark Restrooms as described in Plan Set.**

## CITY RESPONSIBILITIES

- The City will provide and transport required fill dirt material to the construction site. The Contractor will be responsible for all grading and compaction.
- **Sidewalks** – City (Parks Staff) will install sidewalks to new building. Any damage to existing sidewalks during construction will be the Contractor's responsibility for repair.
- **Survey** – City (Survey Staff) to provide updated survey and stake new building location.
- Replacement of any existing sidewalk sections, if necessary, to be performed by City.
- Removal and replacement of existing landscaping and irrigation on project site by City.

## WORKING HOURS

Standard working hours for this work will be from 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding City observed holidays. Any work outside of these hours must be approved by the City Project Manager prior to the work being performed.

NOTE: The construction of this restroom is expected to take no more than **90 days** from issuance of Notice to Proceed.

**PERMITS**

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Electrical
  - Plumbing
  - Building
  - And any other permits for the completion of this building.

Contractor shall be responsible for pulling all permits. **The permits allowance is \$1,400 for this project.**

Information regarding permitting fees can be found at the following link:

<https://www.ocalaf1.org/government/city-departments-a-h/growth-management/building/construction-permits>

**CONSTRUCTION TIMEFRAME**

1. **Construction Time:** Bidder agrees that the Work will be substantially completed within **Ninety (90)** days of issued Notice to Proceed (NTP), and completed and ready for final payment within thirty (30) days after substantial completion.
  - A. Contractor agrees, as a condition for submitting a bid, that this project will be completed in the time agreed upon between the City and the Contractor. The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City. Such "Notice to Proceed" will be issued at the pre-construction conference.
  - B. The Contractor must be able to mobilize and begin construction no later seven (10) days of NTP date. At no time will the Contractor be allowed to lag behind.
  - C. The Contractor shall complete the projects within the time limit specified in the "Notice to Proceed." The Contractor is responsible for accurately tracking contract time and construction progress.
  - D. Contractor shall submit updated progress schedules with all pay applications. Unsubstantiated delays and/or consistent failure to meet progress schedules will be cause for the City to terminate the contract.
2. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (e-mail is the preferred method) for additional days for which work is suspended or delayed by weather.
  - A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.
  - B. Contractor performance and execution of work will be considered in the determination for granting additional days.

**SUB-CONTRACTORS**

The prime contractor must perform a minimum of 30% of the work with their own forces.

**LIQUIDATED DAMAGES ON STAND ALONE PROJECTS**

- 1. The Contractor shall pay the City the **attached project amount rates** for each calendar day that expires after the time specified for Substantial Completion, until the Work is substantially completed. After Substantial Completion, if the Contractor shall neglect, refuse, or fail to complete the remaining Work within the agreed upon projected Times or any proper extension thereof granted by the City, the Contractor shall pay an additional **\$200** per day for each calendar day that expires after the time specified until Final Completion and acceptance of the project by the City.

Original Contract Amount Daily Charge Per Calendar Day	
\$50,000 and under .....	\$868
Over \$50,000 but less than \$250,000 .....	\$882
\$250,000 but less than \$500,000 .....	\$1,197
\$500,000 but less than \$2,500,000 .....	\$1,694
\$2,500,000 but less than \$5,000,000 .....	\$2,592
\$5,000,000 but less than \$10,000,000 .....	\$3,786
\$10,000,000 but less than \$15,000,000.....	\$4,769
\$15,000,000 but less than \$20,000,000.....	\$5,855
\$20,000,000 and over.....	\$9,214 plus 0.00005 of any amount over \$20 million (Round to nearest whole dollar)

- 2. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the Work is not met within the time specified for final completion of all Work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the Work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained. The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.
- 3. 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.
- 4. Applicable liquidated damages are the amounts established in the following schedule:

**CODES**

Contractor must follow all current building codes.

**INVOICING**

All Original invoices will be sent to the City Project Manager for this project.

**BID AND CONTRACT INFORMATION**

- Instructions to Contractor and governing specifications for this project are in City of Ocala, "Standard Specifications for Construction", and can be found at the following website:

<https://www.ocalafl.org/home/showpublisheddocument/20007/637793834655670000>

In case of dispute, FDOT or Building Code Standard Specifications for Road and Bridge Construction, latest edition, take precedence on construction items including concrete, earthwork, Maintenance of Traffic (MOT), sediment control. Information on these items found at link: <https://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

- The City has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any other source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.
- The City reserves the right to reject any or all bids, including without limitation the rights to reject any or all non-confirming, non-responsive, unbalanced, or conditional bids. The City further reserves the right to reject the bid of any bidder whom it finds, after reasonable inquiry and evaluation, to be non-responsive.
- Change in Scope - Should the City and Contractor mutually agree to a change in the scope of services being provided during the term of this agreement, a mutually agreed to price adjustment will be allowed.

**Note: bidder/Contractor is responsible for reading the plans and taking their own site measurements to properly bid this project.**

**CONSTRUCTION COMPONENT SCOPE**

1. Supply and install erosion control silt fence, tree protection fencing and perimeter security fencing in accordance with City guidelines City of Ocala, "Standard Specifications for Construction" and can be found at the following website  
<https://www.ocalafl.org/home/showpublisheddocument/20007/637793834655670000>  
and NPDES requirements.
2. Provide a construction layout survey and a detailed "as built" survey at final completion locating and labeling size of all new electrical conduits, concrete junction boxes and all other information required for "as built" survey.

3. Provide one (1) project sign as per detail in appendix, secure in locations determined by project manager for duration of the project.

**ELECTRICAL**

Electrical work shall comply with all applicable codes as enforced by the authorities having jurisdiction, including (but not limited to) NFPA 70 National Electric Code and NFPA 101 Life Safety Codes.

Contractor will be responsible for installing electric service, piping and wire from new restroom to existing volt/meter. Contractor to coordinate with OEU when accessing volt/meter to assist with safety protocols.

**CODES AND WARRANTY**

Contractor shall be responsible for all product warranties. Contractor must provide written manufacturers' warranties to the City Project Manager, and Recreation and Parks Department before final payment will be authorized. Contractor shall follow all current building codes.

**SAFETY**

The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping or irrigation systems caused by the delivery or removal of materials. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing lost, damaged, destroyed, or stolen. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

**CONTRACTOR CAPABILITY AND REFERENCE**

Contractor may be required to show that the company has the necessary staffing, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified.

**CONTRACTOR AND PERSONNEL**

The Contractor shall utilize competent employees in performing the work. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive or disorderly person in his or her employ. The City and the Contractor shall each be promptly notified by the other of any complaints received. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings. All Contractor's and sub-contractor's vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt. Contractor shall coordinate services with the City Project Manager.

**CLEANUP**

At completion of work, Contractor shall remove from the building and site: all tools, equipment surplus materials, debris, temporary facilities, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the City. Removal and disposal of old equipment and material shall be Contractor's responsibility. Contractor shall dispose of debris, equipment, and material in a legal manner.

**DENSITY AND CONCRETE TESTING**

Contractor is responsible for density testing. Backfilling and compaction procedures shall be performed in accordance with City of Ocala Specification 31 23 23.00, and the FDOT Standard Specifications for Road and Bridge Construction (Latest Edition) and FDOT Design standards (Latest Edition), or as otherwise directed in writing by the City of Ocala.

**CONSTRUCTION SURVEY LAYOUT**

1. The work to be performed shall be for the survey work necessary to establish proper alignments, right of way, easements, bench marks, elevations and grade stakes to complete all phases of this Contract as specified.
2. It shall be the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operations and replace same if undermined. Corner locations known by the City will be made available to the Contractor.
3. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to the City and become City property.
4. The above work shall be done in such sequence that the above items will be in place at final acceptance of the project. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 61G17 of the Florida Administrative Code.
5. Payment for this work shall be included in lump sum in the proposal and shall be full compensation for all labor, material; equipment and other incidental costs incurred by Contractor to obtain completed and approved construction.

**CONSTRUCTION FACILITIES****Administrative Submittals:**

1. Submit copies of permits and approvals for Construction as required by laws and regulations and governing agencies.
2. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.
3. Submit material submittals (3 copies) to Project Manager for items in scope of work to be approved before order and installation.

**MOBILIZATION**

1. Obtaining of required permits and the moving of Contractor's operations and equipment required for construction.
2. Provide on-site construction power and wiring, and on-site communication facilities as needed.
3. Provide on-site sanitary facilities and potable water facilities as specified and as required by governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction.
4. Posting of OSHA required Notices and establishing of safety programs and procedures.

**CLEANING DURING CONSTRUCTION**

Provide approved containers for collection and disposal of waste materials, debris, and rubbish. At least once weekly dispose of such waste materials, debris, and rubbish off-site.

**FINAL CLEANING**

**At completion of work, clean entire work and project site as applicable.**

1. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City.
2. Remove grease, dirt, dust, paint, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
3. Hose clean sidewalks and concrete exposed surfaces.
4. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

In case of dispute, FDOT Standard Specifications for Road and Bridge Construction, latest edition, take precedence on construction items including concrete, earthwork, maintenance of traffic (MOT), and sediment control. Information on these items found at link: <https://www.fdot.gov/programmanagement/Implemented/SpecBooks/>

**STANDARD SPECIFICATIONS FOR SITE WORK**

- Requirements for this project are to return the site to original condition or to new grades as shown on the project drawings. Standard general site work requirements are found in Sections 120, 125 and 162 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.
- City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at:  
<https://www.ocalafl.org/home/showpublisheddocument/20007/637793834655670000>
- Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (January 2019) available at:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
- FDOT Design Standards can be obtained from:  
<http://www.fdot.gov/roadway/DS/18/STDs.shtm>

Contractor must have the above specifications and documents, in addition to up-to-date copies of Contract documents, shop drawings and plans for each individual project, at the project site always.

**EROSION, SEDIMENT, AND FLOOD CONTROL**

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

**FINISH GRADING**

As soon as practical after completion of backfilling, the Contractor shall grade all areas on the site to be grassed, as indicated on drawings, or disturbed by the construction operations and acceptable to the City.

**GRASSING**

1. The Contractor shall sod areas disturbed by construction activities with Bahai sod. Existing sod shall be removed by Contractor and areas graded as required to have sod meet new and existing elevations.
2. It is the intent of this specification that the Contractor shall produce a satisfactory stand of grass, free of weeds and foreign growth, before final payment. If it is necessary to repeat any or all of the work, including plowing, fertilizing, watering, and sodding, the Contractor shall nevertheless repeat these operations without additional compensation until a satisfactory stand is obtained.
3. The Contractor shall be responsible to see that planted areas receive enough water until full coverage is obtained.
4. All planting, fertilizing and preparations for providing a healthy stand of grass shall be done in accordance with Section 570 of FDOT Standard Specifications for Road and Bridge Construction, latest edition.

**PROJECT SIGNAGE**

Prior to the start of construction, the Contractor shall provide one (1) four (4') feet high by four (4') feet wide project sign. The location shall be approved by the City's Inspector in the field. Signage information shall include City/Contractor/architect information (See appendix for project sign drawings), sign information and colors shall match the detail. Contractor shall verify names of Council members and Mayor before lettering sign.

**SIGN MATERIALS**

1. Main signage boards: 3/4" marine plywood mounted on a 2" x 4" wood frame, painted on all sides.
2. Lettering: Shall be black intermediate grade vinyl or an approved equal.
3. Border Lines: Shall be black a minimum of 1/2" wide, inset 1" from the board edge.
4. Top & Bottom Warning Panels: Shall be 6" retro-reflective "orange" pavement marking tape (Reference MUTCD Section 1A.12 "color code")

**SUBSTANTIAL COMPLETION**

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
  - A. A written notice that the work or designated portion thereof, is substantially complete.
  - B. A list of items to be completed or corrected.

2. Within a reasonable time after receipt of such notice, the City will inspect to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
  - A. The City will promptly notify the Contractor in writing, giving the reasons therefore.
  - B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
  - C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items to be completed or corrected before final payment. (Punch List)

**FINAL INSPECTION**

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
  - A. Contract documents have been reviewed.
  - B. Work has been inspected for compliance with contract documents.
  - C. Work has been completed in accordance with contract documents.
  - D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will inspect to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
  - A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
  - B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
  - C. The City will re-inspect the work.
4. When the City finds that the work is acceptable under the contract documents, the City shall request the Contractor make closeout submittals. (As Built Plans).

**CONTRACTOR'S CLOSEOUT SUBMITTALS TO THE CITY**

1. Evidence of compliance with requirements of governing authorities.
2. Consent of surety to final payment.
3. Approved project record documents and a hard copy "As Built".
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies)

**FINAL APPLICATION FOR PAYMENT**

The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

**PRICING AND AWARD**

1. Bids will be received on a lump sum basis.
2. contract lump sum price will include overhead, profits, direct and indirect costs required to complete the project except as described below.
3. Award will be made to the lowest bidder meeting all requirements outlined herein.
4. Bidder will honor prices for sixty (60) days after award of solicitation.