

**BACKGROUND**

1. The City of Ocala is seeking quotes from qualified Florida licensed General or Building/HVAC Contractors to perform HVAC work of a residential home located at **1218 NE 46<sup>th</sup> Court Ocala, FL, 34470**.
2. Contractor will provide all labor, materials, and equipment necessary to perform the services in strict accordance with the rehabilitation specifications, guidelines, and Florida Building Code.
3. **NON-MANDATORY PRE-BID:** Refer to the listing for the pre-bid meeting date, time, and location. A site visit is required to participate in this bid.

**LICENSING AND EXPERIENCE REQUIREMENTS**

1. **Licensing Requirements:** Bidder must be a licensed **HVAC Mechanical Contractor** in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess three years' experience providing residential rehabilitation services.

**INSURANCE REQUIREMENTS**

1. **Commercial General Liability:** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial General Liability insurance with limits not less than (a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
2. (b) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
3. (c) Policy must include coverage for contractual liability and independent contractors.
4. (d) Policy must include Additional Insured coverage in favor of the City.
5. **Commercial Automotive Liability:** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Vendor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Vendor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
6. **Workers' Compensation and Employer's Liability:** Worker's Compensation insurance shall be provided by the Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers Compensation Act and the Jones Act.
  - (a) Vendor shall similarly require any subcontractors to afford such coverage for all of its employees as required by applicable law.
  - (b) Vendor shall waive and shall ensure that Vendor's insurance carrier waives, all subrogation right against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Vendor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others

or its equivalent.

- (b) Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis under Florida Statutes and shall be evidenced by a separate Waiver.

### PERMIT AND SPECIFICATION REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Mechanical
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties.
3. **Estimated Permit Cost/Allowance:** \$200.00
4. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
5. **Specifications:** All work shall be in compliance with the rehabilitation specifications and guidelines outlined in the Florida Building Code: <https://floridabuilding.org/c/default.aspx>
6. **Work Summaries and Reports:**
  - A. Exhibit A – Scope of Work
  - B. Exhibit B – Price Proposal
  - C. Exhibit C – Work Write-Up
  - D. Exhibit C – Asbestos Survey Report

### CONSTRUCTION TIMEFRAME

1. **Construction Time:** The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of ten (10) calendar days to begin work. Work will be completed and ready for final payment within **thirty (30)** days of the issued NTP.
2. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
3. **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.

### ANTICIPATED TASKS AND HOURS

1. **Anticipated Tasks:** The Contractor will be required to perform the services in **Exhibit B- Work Write-Up** for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
2. **Working Hours:** The normal/standard working hours for this project are 8:00 AM – 5:00 PM Monday through Friday, excluding holidays. No work will be permitted on City observed holidays.
3. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.

4. Contractor will be responsible for inspector's overtime.

### PROJECT SUMMARY

1. This work includes but not limited to the following:
  - HVAC
2. Work shall be coordinated with the City Rehabilitation Specialist, Chris Lewis, 629-8333 or 425-7686, [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov).

### 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 of Florida and Federal laws, policies, procedures, codes, and guidelines.
2. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
3. Each rehabilitation job shall have the required permits (i.e.: building permit, plumbing permit, electrical permit and H.A.R.V. permit).
  - A. The contractor is responsible for purchasing the permits and ensuring that his/her sub-contractors purchase their required permits.
  - B. All electrical, plumbing, mechanical, and structural inspections must be made by the City of Ocala Growth Management Department.
    - i. The contractor is required to notify the Growth Management Department, (352) 629-8421 for each of the required inspections.
    - ii. When calling for an inspection, you will need the address, owners name, contractor (on plumbing and electrical inspections, the plumber or electrician is the contractor) and the permit number.
    - iii. The Rehabilitation Specialist shall sign each request for payment form as approved.
    - iv. When an inspection is called into the Growth Management Department before 9:00 AM the inspections will be made by 12:00 noon. All inspections called before 2:00 PM will be made by 5:00 PM.
    - v. The City of Ocala Growth Management Department makes "same day" inspections.
4. The contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
5. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
6. Work shall be completed immediately.
7. 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.
8. Contractor is responsible for all wages, taxes, and worker's compensation of all employees.

9. 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.

### CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING AND CLEANUP

1. Provide on-site sanitary facilities as required by Governing agencies.
2. **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.
3. Contractor to supply appropriately sized construction skip for demolition/construction debris.
4. **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.
5. **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 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.

### 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 solicitation.

### 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.

2. Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone 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 (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.
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, employees, and sub-contractors will be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible logo on the outside.
10. All employees must have a shirt with company logo and/or a badge with picture ID, company name and employee name to be worn at all times.

### SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without written approval of the City.
2. Contractor must perform a minimum of **30%** of the work with their own forces.

### SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and 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. The contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).
6. 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.

### DEFAULT

1. In the event of default by the awarded vendor, the City reserves the right to utilize the next rated bidder meeting specifications as the new vendor.
2. If this occurs, the next rated bidder meeting specifications shall be required to provide the items at the prices as contained on their proposal for this specification.

### WARRANTY

1. Contractor will provide a twelve (12) month 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. All original invoices will be sent to: Chris Lewis, Rehabilitation Specialist, Community Development Services, 201 SE 3<sup>rd</sup> Street, 2<sup>nd</sup> Floor, Ocala, FL 34471, email: [clewis@ocalafl.gov](mailto:clewis@ocalafl.gov) , or Shaneka Greene [sgreene@ocalafl.gov](mailto:sgreene@ocalafl.gov).
2. Contractor will invoice at least once a month or as draws require.

### PRICING AND AWARD

1. Bidder must upload a completed **Exhibit B - Price Proposal** with their response.
2. Bids will be received on a lump sum basis. Lump sum amounts must include all direct and indirect costs.
3. Award will be made to the lowest bidder, not including optional line items, meeting all requirements outlined herein.