

**BACKGROUND**

1. The proposed City of Ocala North Complex project is located in Section 03, Township 15S, and Range 22E. More specifically, the project is located directly north of the City of Ocala Municipal Complex across NE 21st Street in Marion County, FL. The project will consist of the construction of a proposed truck shed building pad, driveways, and stormwater infrastructure to support the proposed development. The stormwater for the project will be accommodated in one (1) dry retention area, DRA-1.
2. The Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the project.
3. All work shall be coordinated through City Project Manager Jimmy Lopez, (352) 351-6754, e-mail: [Jlopez@ocalafl.gov](mailto:Jlopez@ocalafl.gov). 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.

**The requirements for this listing are outlined in the exhibits.**

**EXPERIENCE AND LICENSING REQUIREMENTS**

1. **Licensing Requirement:** Contractor must be a certified licensed General or Utility Contractor in the State of Florida to submit a bid for this project. Proof of valid licensing per the Florida Department of Business and Professional Regulations will be verified.
2. **Experience Requirement:** Contractor's business must possess five (5) years' experience in providing the construction requested for this solicitation.

**BOND REQUIREMENTS**

1. **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.
2. **Public Construction Bond:** The successful Bidder must submit a recorded Public Construction bond in the amount of the total Contract.
3. **Maintenance and Guarantee Bond:** The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for the 10% of the total project value, prior to final payment, for a period of three year(s) for labor and three year(s) for materials from the date of final completion.

Forms can be found on the City website: <https://www.ocalafl.gov/government/city-departments-i-z/procurement-contracting-office/vendor-resources>

**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.

**PERMIT REQUIREMENTS**

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Right of Way
2. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalaf1.gov/government/city-departments-a-h/growth-management/permitting>

**CONSTRUCTION TIMEFRAME**

1. **Construction Time:** The Contract time to Substantial Completion is one hundred and ten (110) calendar days. The Contract time to Final Completion is 20 calendar days after substantial. 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. The Contractor must be able to mobilize and begin construction no later than 10 calendar days after notification and complete the project by the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind.
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.

**LIQUIDATED DAMAGES**

1. The Contractor shall pay the City **\$1,665** for each calendar day that expires after the time specified for completion, until work is completed.
2. The Contractor shall pay the City 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.
3. Applicable liquidated damages are the amounts established in the following schedule: Original Contract amount daily charge per calendar day
 

\$299,999 and under .....	\$980
\$300,000 but less than \$2,000,000 .....	\$1,699
\$2,000,000 but less than \$5,000,000 .....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000 .....	\$4,687
\$20,000,000 but less than \$40,000,000 .....	\$7,625
\$40,000,000 and over .....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

4. 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.
5. 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. Clearing grubbing.
  - b. Removal of unsuitable debris/materials.
  - c. Clean fill import.
  - d. Install stormwater conveyance system with DRA.
  - e. Construction of a proposed truck shed building pad.
  - f. Install asphalt driveways.
  - g. Grading/sodding/restorations.
2. **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.

**Note: Bidder/Contractor is responsible for reviewing ALL exhibits to properly bid on this project.**

### PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications:

1. Plan set for the project are outlined in the exhibits.
2. Project Signs Layout and Project Sign Construction Detail Exhibit E. (Contractor's responsibility

to ensure Council Members are correct and kept up to date)

3. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: <chrome-extension://efaidnbnmnibpcajpcglclefindmkaj/https://www.ocalafl.gov/home/showpublisheddocument/22736>
4. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
5. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): <https://www.fdot.gov/design/standardplans/sprbc.shtm>
6. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>
7. Manual on Uniform Traffic Control Devices (MUTCD), available at: <https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
8. FDOT Design Standards available at: <https://www.fdot.gov/design/standardplans/DS.shtm>
9. The Contractor must have the above listed documents in addition to up to date copies of shop drawings, plans and bid document at job sites at all times.
10. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. Substantial completion date will start warranty period for each project assigned.

#### **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.
10. The Contractor shall schedule monthly progress meetings, draft agendas, and note minutes. Contractor will provide these documents to Owner for record after each progress meeting.
11. The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.

### **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 obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
4. 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.
5. 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.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and

documentation provided to the City.

7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
8. The Contractor shall schedule monthly progress meetings, draft agendas, and note minutes. Contractor will provide these documents to Owner for record after each progress meeting.
9. Obtaining of required permits and the moving of Contractor's operations and equipment required for construction.
10. Provide on-site construction power and wiring, and on-site communication facilities as needed
11. 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.
12. Posting of OSHA required Notices and establishing of safety programs and procedures.
13. **Erosion Sediment and Flood Control:** Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
14. **Testing Requirements:** Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Engineer. Results of all required testing and inspections shall be submitted to the Engineer. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

#### 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. Components of the project, including temporary work and storage areas, will be located on-site per project. Material and equipment staging areas will be kept in a clean and orderly fashion.
3. Provide on-site sanitary facilities as required by Governing agencies.
4. 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. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, 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 Owner.
5. **Final Cleaning:** Upon completion of work, clean the entire work area/project site as applicable.
  - A. Leave the work and adjacent areas affected in a clean 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 the work area.
  - D. All furnishings and equipment shall be placed back in their original locations.
  - E. All work areas must be returned to their original condition.

### SUBMITTALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.



**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 three-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: Jimmy Lopez, Project Manager, Engineering & Water Resources Department Administration, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, [jlopez@ocalafl.gov](mailto:jlopez@ocalafl.gov).
2. A five percent (5%) retainage will be held on the funds until the project has been accepted and issued a final completion by the Owner.
3. The 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.



6. Bidder will honor prices for ninety (90) days after the award of solicitation. 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.
7. 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.
8. 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 price adjustment will be allowed.
9. **AMOUNTS DUE TO THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.