

**BACKGROUND**

1. The City of Ocala requires the services of an experienced Contractor to provide demolition services for the WRF #1 Demo Phase 4 and Fairfield/Saddle Oaks Well Abandonment. There are two separate locations and plan sets for this bid.
2. The **first project** consists of demolishing the City of Ocala's Water Reclamation Facility #1 located at 1220 NW 4<sup>th</sup> Avenue, Ocala, FL. 34475. The project includes but is not limited to the removal of sulfate tank, digester tanks, pumps, and building, odor control units, trickling filters, and dosing tank in addition to piping and miscellaneous ancillary equipment associated with the structures as shown in the plan set **Exhibit B- Plan Set WRF1 PH4**.
3. The **second project** consists of the demolition, removal, and hauling away of the existing water tanks that are shown on the plan set in **Exhibit C - Plan Set Fairfield-Saddle Oaks Tanks**. These tanks must be removed prior to the initiation of the WRF #1 demolition.
4. The Contractor is responsible for the disposition of all the debris, backfilling, leveling, and sodding.
5. The Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the demolition, removal, and hauling away of materials for the existing well abandonment items.
6. **PRE-BID MEETING:** No pre-bid is necessary for this project. Site visits can be requested. No questions can be answered during site visits. All questions must be submitted through ProRFX.

**EXPERIENCE AND LICENSING REQUIREMENTS**

1. **Licensing Requirement:** The Bidder must be licensed as a General Contractor in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** The Bidder must possess five (5) years of experience in providing demolition services.
3. **Capability Requirement:** Bidder may be required to show that the company has the necessary staffing and equipment to perform the work specified in a satisfactory manner and within the time specified.

**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 Bidder will maintain the original document unless requested to be produced by the City.
2. **Public Construction Bond:** The successful Bidder must submit a recorded Public Construction bond in the amount of the total Contract.

**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.
4. **Pollution Liability:** Contractor shall purchase and maintain in force for the duration of the Contract insurance for pollution legal liability applicable to bodily injury; property damage, including natural resource damage, loss of use of damaged property, or of property that has not been physically injured

or destroyed; cleanup costs, removal, storage, disposal, and or use of the pollutant; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

- a) Coverage shall apply to sudden and gradual pollution conditions resulting from the escape of release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos.
- b) The Contractor is required to provide coverage for up to three (3) years after the completion of the demolition.

### PERMIT REQUIREMENTS

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

### CONSTRUCTION TIMEFRAME

1. **Construction Time:** The Contract time to substantial completion is **120** calendar days. The Contract time to final completion is **10** calendar days after substantial. The 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.

**Construction Time:** The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of **10** calendar days to begin work. Work will be completed and ready for final payment within **120** days of the issued NTP.

### LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$1,699** 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.
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.

#### MOBILIZATION AND MAINTENANCE OF TRAFFIC

1. **Mobilization:** Obtaining of required permits and the moving of the Contractor's operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.

#### 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) Removal of steel water storage tanks.
  - b) Removal of storage tank.
  - c) Removal of concrete pads.
  - d) Removal of piping as shown on the plan set.
  - e) Removal of plastic drum.
  - f) Removal of valves.
  - g) Removal of block pad/walls.
  - h) Removal of pipe stands.
  - i) Removal of concrete wall supports.
  - j) Removal of breaker boxes.
  - k) Removal of 1-story wood frame building and slab.
  - l) Removal of steppingstones.
  - m) Removal of water meter.
  - n) Relocate/rewire clubhouse breakers to the clubhouse itself.
  - o) Removal of electrical conduits as shown on the plan set.
  - p) Cap existing wells.
  - q) Removal of aluminum sulfate tank, concrete pad, and concrete wall.
  - r) Removal of all above-ground PVC piping.
  - s) Removal of digester pump station.
  - t) Removal of the odor control unit and concrete pad.
  - u) Removal of the concrete sidewalk leading to the digester control room.

- v) Removal of the two-story digester control building.
  - w) Removal of digester tanks.
  - x) Removal of trickling filters.
  - y) Removal of dosing tank.
2. **Deliverables:** 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.
  3. **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.
  4. **Emergency Work Hours:** The Contractor must have available staff on-site and prepared to begin work within two (2) hours of notification of any work deemed "Emergency" (this includes all storm-related emergencies). If the work is not completed or staff is not on site by Contract timelines the Contract will be considered in default.
    - a) Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the Contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the Contract, against the Contractor.
    - b) If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the Contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the Contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

## PROJECT SPECIFICATIONS

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

1. The Plan Set for the project is attached as an exhibit.
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: [www.ocalafl.gov/home/showpublisheddocument/24606](http://www.ocalafl.gov/home/showpublisheddocument/24606)
3. The Contractor must have the above-listed documents in addition to up-to-date copies of shop drawings, plans, and bid documents at job sites at all times.
4. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
5. The awarded Contractor shall comply with the Asbestos Report requirements.

## WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this Contract.

2. Written quotes shall list the location name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

**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/project.
2. 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.
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, safety vests or ANSI approved shirt, 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. The 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. The Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
7. All company vehicles and uniforms must have a visible company name/logo.

**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.

**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. Demolition 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. 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, PowerPoint, Access, or any other software as specified and approved by City staff.
7. **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.

#### 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. Staging areas will be located at project locations. 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.

#### 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 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 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.

## 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. The 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.

## INVOICING

1. All original invoices will be sent to: Eric Giannino, Project Manager, Engineering Department, 1805 NE 30<sup>th</sup> Avenue, Building 700, Ocala, FL 34470, email: [egiannino@ocalafl.gov](mailto:egiannino@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.
4. Invoicing must be completed on an A1A – G703 - Application & Certification type document for payment.
5. As a lump sum project, the invoicing amount will be a percentage of the completed project agreed upon by the Project Inspector, Project Manager, and the Contractor.

**PRICING AND AWARD**

1. Bidder must upload a completed Price Proposal with their response.
2. Bids will be received on a lump sum basis. Lump sum amount must include all direct and indirect costs to complete the project.
3. Award will be made to the lowest bidder meeting all requirements outlined herein.
4. The City reserves the right to reject any or all bids, including without limitation the rights to reject any or all non-conforming, 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.
5. **AMOUNTS DUE TO THE CITY.** The Contractor/Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.