

**BACKGROUND**

1. The City of Ocala requires the services of an experienced Contractor to provide utility construction services supporting the Engineering department. The project consists of the installation of a new 12" sewer force main (via horizontal directional drilling) on SE 20<sup>th</sup>/22<sup>nd</sup> Avenue, from the intersection with State Road 464 to the intersection with E Fort King Street, as shown on **Exhibit B – Plan Set**.
2. The Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the construction of the project.

**EXPERIENCE AND LICENSING REQUIREMENTS**

1. **Licensing Requirement:** Bidder must be a licensed as an Underground Utility or General Contractor License in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess 10 years' experience in underground utility services. **The Contractor must provide proof of years of experience with the bid.**

**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 bid.
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 (3) years for labor and three (3) years for materials from the date of final completion.

**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 (ROW) Utilization
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
3. **Permit Application:** The ROW Utilization Permit Application is available under "Documents" at: <https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>
4. **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:** Bidder agrees that the Work will be substantially completed within **one hundred and twenty (120)** calendar days of issued Notice to Proceed (NTP), and completed and ready for final payment within ten (10) 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 have project signs in place, be able to mobilize, and begin construction no later seven (7) 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." At no time will the Contractor be allowed to lag behind. 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 (email 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.
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.

**LIQUIDATED DAMAGES**

1. The Contractor shall pay the City **\$2,667** 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 Contractors 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.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT approved plan set (Exhibit B) within the limits of the project for the duration of the construction period, including any temporary suspensions of the work. Construct and maintain detours.
  - A. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for MOT/TTC in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
  - B. MOT/TTC includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
  - C. Contractor must have one (1) person that is MOT/TTC certified on site at all times during construction.

### 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.
  - Force Main installation (all components).
  - Horizontal directional drilling.
  - Sediment control.
  - Concrete work.
  - Sodding.
  - Maintenance of traffic.
  - Unsuitable material removal and replacement.
  - Air release valve assembly installation.
  - Utility locates.

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 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. Plan Set for the project attached as an **Exhibit B – Plan Set**.
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/26969/638741677724600000>
3. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
4. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): <https://www.fdot.gov/design/standardplans/sprbc.shtm>
5. **Job Site Documents:** 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.

## 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, 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. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

**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/Installation 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. **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.
8. **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. Staging areas will be sited inside the right-of-way or within City property. 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 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 work area.
  - D. All furnishings and equipment shall be placed back in the original locations.
  - E. All work areas must be returned to 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 (3) years' 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: Eric Giannino, Project Manager, Engineering & Water Resources Department Administration, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, [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. Contractor will invoice at least once a month.
4. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.
5. Payments will be made monthly based on percentage of completion that is agreed upon by the Contractor and City Inspector prior to submission of pay application. Incorrect pay applications will be returned to the Contractor for correction.

**PRICING AND AWARD**

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items.
3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. The City can remove items out of the scope of work if needed during the project time frame.
5. 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.
6. Award will be made to the lowest bidder meeting all requirements outlined herein.
7. AMOUNTS DUE TO THE CITY. 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.