BACKGROUND

- 1. The City of Ocala requires the services of an experienced flooring contractor to install an epoxy floor at two fire stations.
- 2. Contractor shall provide all labor, equipment and materials necessary to complete this project per the scope of work.
- 3. Locations:
 - A. Fire Station 2: 2701 SE 36th Avenue, Ocala, FL 34471
 - B. Fire Station 6: 5220 SW 50th Court, Ocala, FL 34474

EXPERIENCE REQUIREMENT

1. **Experience Requirement:** Bidder must possess three (3) years' experience in providing flooring services.

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.

CONSTRUCTION TIMEFRAME

- 1. **Total Construction Time:** The contract time to Final Completion for all projects is **thirty (30)** calendar days.
- 2. **Individual Project Construction Time (for each Fire Station):** Work shall be complete within fifteen (15) days after beginning each station.
- 3. 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 7 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.
- 4. **Force Majeure:** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this project if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this project that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

CONTRACTOR RESPONSIBILITIES & EPOXY SPECIFICATION

- 1. Install epoxy floor system with a 4" wall base in the vehicle bay layout as identified in the section below.
 - A. Fire Station 6: approximately 4,100 SF
 - B. Fire Station 2: approximately 2,290 SF
- 2. Materials shall be rated for vehicles of 65,000 pounds.
- 3. Materials must be equal to or greater than the quality of products below:

A. Products:

- i. Stonclad GS with epoxy topcoat Stonseal GS6 with an additional topcoat of Stonkote GS4; or
- ii. Sherwin Williams Trafficote 105 at a 1/8" to 3/16" minimum thickness.

B. Substitutions:

- i. Any substitutions must be approved by the City and must be submitted no later than three (3) days before bid due date.
- ii. All requests for substitutions must be sent to bids@ocalafl.org; failure to do this can result in your bid being rejected.
- 4. Prepare the existing concrete floor according to manufacturer's recommendations.
- 5. Apply color base coat to prepared floor.
 - A. Floor and flake color shall be determined by the City of Ocala Project Manager.
- 6. Apply clear epoxy sealer.
- 7. Flooring shall have a slip-resistant surface, minimum coefficient of friction (COF) of 0.5.
- 8. Texture/safety flooring system shall be designed for compliance with OSHA requirements.
- 9. The Contractor shall complete all work in shall complete all work in accordance with the manufacturer's procedures, and all applicable state and federal law.
- 10. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

EXECUTION OF WORK

1. 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.

- 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.
- 3. The Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workmen and all persons in or around the work area.
- 4. **Inspection and Acceptance of the Work**. All services, work, and materials provided by Contractor under this project shall be provided under the direction and to the satisfaction and approval of the Project Manager.

The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished or workmanship performed, the rate of progress of the work, the interpretation of the scope/specifications, and the acceptable fulfillment of the project, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its project. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.

Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this project will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, procedures, or safety precautions or programs incident Contractor's furnishing and performing the work.

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 his or her employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
- 5. Contractor's employees shall wear shirts or have a badge which identifies the company, and all trucks belonging to the Contractor must display the company's name.
- 6. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA and be as clean and in as good appearance as the job conditions permit.
- 7. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
- 8. No smoking is allowed on City property or projects.

- 9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
- 10. The prime contractor must perform a minimum of 30% of the work with their own forces.

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.
- 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 cleaned after each day of work. Upon completion of work, clean entire project site as applicable.

SAFETY

- 1. 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.
- 2. Contractor shall be responsible for securing their equipment, materials, clothing and other property.
- 3. 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 warrants that all labor, and materials furnished under the agreement are new, of the type and quality required for the project, and installed in a good and workmanlike manner in accordance with the bid.
- 2. Contractor will provide a three (3) year labor warranty from the date of substantial completion, against operational failure caused by the installation workmanship which occurs during normal use.
- 3. All manufacturer warranty documentation and owner/operator manuals must be provided <u>before</u> final payment request.

INVOICING

- 1. All original invoices will be sent to: Facilities Department, Attn: Garrett Strong, 1805 NE 30th Avenue, Bldg. 1000, Ocala, FL 34470, gstrong@ocalafl.org.
- 2. Contractor will invoice at least once a month.

PRICING AND AWARD

- 1. Bids will be received on a lump sum basis and must include all costs necessary to complete this project as specified and designed.
- 2. Award will be made to the lowest bidder meeting all requirements outlined herein.