

BACKGROUND

1. The City of Ocala is seeking quotes from qualified Florida licensed Pollutant Storage Systems/Underground Storage Tank Contractors to remove 4 underground storage tank (UST) structures located at **1317 North Magnolia Avenue, Ocala, FL. ACRES ID: 239358; PARCEL ID:26298-000-00**
 - excavate and remove up to 4 USTs, backfill with suitable material and dispose of USTs.
 - complete a formal UST closure assessment and update Storage Tank Facility Registration Forms [DEP form 62-761.901(2)] for FDEP and City of Ocala Public Works recording.
2. Contractor will provide all labor and equipment to complete this project.

******Bidders need to consult both Phases of the Environmental Site Assessment Reports to get a full and detailed understanding of the project prior to bid submission*****

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirement:** Contractors must submit proof that they possess a current, active Asbestos Supervisor license. The City of Ocala and NESHAP requires an asbestos-trained person be on site. Federal 40 CFR 61.145(c)(8) states in part, "no RACM shall be stripped, removed, or otherwise handled or disturbed at a facility regulated by this section unless at least one on-site representative, such as a foreman or management level person or other authorized person trained in the provisions of this regulation and the means of complying with them is present." DEP requires this "trained person" to be on site when non-friable ACM is present, or is discovered, so problems can be caught early and corrected without delay.
2. **Experience Requirement:** Bidder must possess three 3 years' experience in providing demolition and tank removal rehabilitation 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.
4. **POLLUTION LIABILITY INSURANCE.** (Applicable for contracts involving the handling, transporting, or abatement of hazardous materials, contaminants, or pollutants (i.e. asbestos, lead, silica, contaminated soil, etc.) Vendors providing services related to the handling, transporting, or abatement of hazardous materials shall provide, for a period of Three (3) Years after final completion of the Work, pollution liability insurance coverage for claims arising from the discharge, dispersal, release, or escape of any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse, or body of water, including groundwater, in an amount not less than One Million Dollars (\$1,000,000) per claim, and Two Million Dollars (\$2,000,000) aggregate limit. This shall also include coverage for claims of: (a) clean up, either on-site or off site; (b) third party liability, including bodily injury, property damage, natural resource damage, third party property loss of use/revenue, and clean up; and/or (c) costs incurred for the investigation, defense, or settlement of claims, fines or penalties.

PERMIT REQUIREMENTS

1. **City of Ocala Demolition Permit:**
 - A. Contractor must obtain a City of Ocala demolition permit.
 - B. If Contractor isn't already "certified" with the City of Ocala, Contractor must complete the Contractor Certification Application prior to applying for a City Demolition Permit.
 - C. The application for demolition permit is available at: <https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits>
 - D. It is the responsibility of the Contractor to obtain the approval signatures of the appropriate representatives of the following agencies listed on the City of Ocala Demolition Permit Application: gas, telephone, telecommunication, water and electric utilities, Cox Cable, a licensed exterminator, planning and environmental review from the City of Ocala's Growth Management Department.
2. No work shall commence, nor will any permits be issued, until all associated contracts have been approved and signed by all applicable parties involved.
3. **Marion County Permits:** In addition to any City required permits, **UST** permits must be obtained from the Marion County Growth Management Services Department, located at 2710 East Silver Springs Boulevard, Ocala, FL 34470. Information regarding **UST** permitting can be obtained by calling the septic permitting office at (352) 438-2417.
4. **Estimated Permit Fees:** Contractor should confirm the estimated fees and allowance for this project with Building Services. Please include this allowance amount in your lump sum bid amount.

PROJECT SUMMARY

This project consists of the following:

1. If, they are still active, terminate water and sewer connections at the property line (city meter/sewer laterals) prior to beginning demolition work.
2. Demolition and removal of **underground storage tanks, structural debris, structure contents** that were located during the phase II environmental phase assessment on the property listed above.
3. Storage tanks found must be pumped, disconnected, completely removed, and backfilled according to Chapter 62-761 of the Florida Administrative Code.
4. The ground where the tanks are removed will be leveled, and if on a grade, sodded.
5. Public sidewalks and driveway aprons must remain intact. Any damage to sidewalks or driveway aprons by the Contractor will be repaired at the Contractor's expense.
6. Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
7. All items will be removed from the property and properly disposed. **NO** items will be buried.

DEMOLITION AND CONSTRUCTION TIMEFRAME

1. **Contract Time:** Work must be completed and ready for final inspection within **60 days** of the City-issued Notice to Proceed (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.

WORK TIME

1. **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.
2. Saturday work must be approved, in writing, at least forty-eight (48) hours in advance.

CONTRACTOR RESPONSIBILITIES

1. Scheduling of demolition shall be coordinated through **Eric Smith**, (352)-629-8329, esmith@ocalafl.gov.
2. Contractor shall promptly secure all necessary permits, inspections and approvals required and allow inspection of all work by authorized personnel.
3. No work shall commence until the contractor has submitted proof of #62-257.900(1) - Notice of Demolition* to FDEP and provide proof of mailing to the City Project Manager along with any catalogued required photographs.
4. Contractor must wait ten (10) business days (excluding holidays as observed by the State of Florida) after the confirmed delivery date, prior to starting demolition. Acceptable forms of proof are as follows:
 - USPS Certified Mail receipt
 - FedEx tracking receipt
 - Similar mailing methods, where delivery date can be verified.
5. *FDEP form 62-257.900(1) - Notice of Demolition is available at the following link: https://floridadep.gov/sites/default/files/dep62_257_900%281%29.pdf
6. 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.
7. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. The Contractor is responsible for purchasing the permits and ensuring that the hired sub-contractors purchase their required permits.
9. The contractor must have sufficient equipment to complete work. The City will not pay for rental of additional equipment, purchases of equipment, etc.
10. Contractor shall leave the property at once, without altercation, if advised to leave by law enforcement or a person claiming to be the property owner and/or property owner's representative. Immediately after leaving, contact the City Project Manager and advise them of the situation.
11. Dispose of any contaminated materials, recovered product, contaminated pit water, and UST wastes.

12. Contractor will be responsible for inspector's overtime.
13. Provide on-site sanitary facilities as required by Governing agencies.
14. 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 within forty-eight (48) hours of notification from the City.
15. Contractor will provide a copy of the initial closure notice along with a closure report upon completion.
16. **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.

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 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.

8. All company shirts and vehicles must have a visible company name/logo.

SUB-CONTRACTORS

1. 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 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. 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 Smith, Growth Management Division, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471, email: esmith@ocalafl.gov.
2. Contractor will invoice at least once a month.
3. Weight tickets from a certified landfill must be included with all invoices submitted by Contractor.
4. Invoices will be paid within 30 days after a final passing inspection from the Building Department and Code Enforcement.

PRICING AND AWARD

1. Bids will be received on a lump sum basis and shall include all costs necessary to complete this project (travel costs, permitting fees, disposal, etc.).
2. Award will be made to the lowest bidder meeting all requirements outlined herein.

ATTACHMENTS

1. Exhibit A – Scope of Work
2. Exhibit B – Phase I Environmental Site Assessment
3. Exhibit C – Phase II Environmental Site Assessment
4. Exhibit D – Location Map