### **BACKGROUND**

- The City of Ocala is seeking bids from experienced Contractors to provide demolition services for the Parking Garage #2 site building demolition. The project consists of demolishing the existing buildings located on the City of Ocala's Parking Garage #2 Construction site. The buildings were formerly the Mt. Moriah Baptist Church and are located at the following parcel #s/addresses: #2853-26-004/206 SW Broadway St, #2853-026-003/55 SW 3rd Ave.
- 2. The base bid includes but is not limited to: demolition and removal of the building structures and disconnection and removal of utility services serving the buildings as per the demolition specifications Exhibit B 024116 Structure Demolition and as shown in the plan set Exhibit C Plan Set Parking Garage #2 Demolition. Contractor will reference Exhibit D Asbestos Survey Reports prior to demolishing each structure and obtain appropriate permits and take the appropriate action to abate any asbestos during the demolition process. Exhibit E Marion County Property Appraiser Property Record Cards are provided for the Contractor's information to assist with the demolition process.
- 3. 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 this project.

**NOTE:** There is a historical marker and a stained-glass window on the building structure, parcel **#2853-026-003/55 SW 3rd Ave.** that will be preserved. The awarded Contractor will be required to removed preserve and deliver the items above to the City's project manager. These are identified in the plan set **Exhibit C**.

4. **NON-MANDATORY PRE-BID MEETING AND SITE VISIT:** A non-mandatory pre-bid meeting and site visit will be held on Friday, October 25, 2024, at 10:00 a.m. located at Mount Mariah Missionary Baptist Church, 55 SW 3<sup>rd</sup> Avenue, Ocala, FL 34471

# LICENSING AND EXPERIENCE REQUIREMENTS

- 1. **Asbestos Contractor Licensing Requirement:** Bidder must submit proof they possess a <u>current, active</u> Asbestos Contractor license.
- 2. Requirement: Contractor shall use lead-safe practices during total demolition activities.
- 3. **Experience Requirement:** Bidder must possess five (5) years' experience in providing commercial building demolition services.

## **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 submitted bid.

## **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 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. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Demolition
  - · Right of Way
- 2. **Estimated Permit Cost:** The estimated permit costs are \$500\_. Permit Fee Schedule: For information regarding permitting fees, please visit the following link: <a href="https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000">https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000</a>
- 3. Permit Application: The ROW Utilization Permit Application is available under "Documents" at: <a href="https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office">https://www.ocalafl.org/government/city-departments-a-h/city-engineer-s-office</a>
- 4. **Construction Permit Applications:** For construction permits and related documents, please visit:

https://www.ocalafl.gov/government/city-departments-a-h/growth-management/building/construction-permits

### **DEMOLITION TIMEFRAME**

Construction Time: The contract time to Substantial Completion is 60 calendar days. The contract
time to Final Completion is 7 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.

# 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 Agreement.

### **MOBILIZATION AND MAINTENANCE OF TRAFFIC**

- 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's 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) Pre-demolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by building demolition operations. Submit before the Work begins.
  - b) Contractor will provide two construction signs for this project as specified in **Exhibit F Construction Sign.**
  - c) Install temporary chain link construction fencing around proposed demolition site with gate and lock. Contractor must provide a key to lock to the City Project Manager.
  - d) Removal of items identified to be preserved and delivered to a location designated by City.
  - e) Disconnection and Removal of electric meter and electrical service. Buried electrical service may be disconnected at the right of way and abandoned in place.
  - f) Disconnection of water service at customer side of water meter. Buried water piping may be abandoned in place.
  - g) Disconnection and removal of gas meters and capping of gas lines at property line. Buried gas line may be abandoned in place.
  - h) Disconnection and removal of any other utilities serving the structure, i.e. fiber, phone, cable etc., back to the nearest ROW line. In-ground utilities may be disconnected at the property line and abandoned in place.
  - i) Abatement of asbestos-containing materials identified within building structures.
  - j) Demolition and removal of building structures.
  - k) Any water wells will be capped according to City requirements and Florida Building and Plumbing codes.
  - I) All septic tanks shall be pumped, crushed and backfilled according to City of Ocala requirements, Florida building and plumbing codes and Marion County Health Department requirements.
  - m) Disturbed areas shall be graded and seed/mulched after construction.

# Exhibit A - SCOPE OF WORK

- 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.
- 5. 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.
- 6. 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. Building demolition specifications attached as Exhibit B.
- 2. Plan set for the project attached as Exhibit C.
- 3. Asbestos survey reports attached as Exhibit D.
- 4. Construction sign specification attached as Exhibit F.
- 5. Septic tank permits must be obtained from the Marion County Growth Management Services Department located at 2710 East Silver Springs Blvd., Ocala. Information regarding septic tank permitting can be obtained by calling the septic permitting office at 352-438-2417.
- 6. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water, and Sewer Infrastructure available at: <a href="https://www.ocalafl.gov/home/showpublisheddocument/24606">www.ocalafl.gov/home/showpublisheddocument/24606</a>
- 7. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at: <a href="https://www.fdot.gov/programmanagement/Implemented/SpecBooks/">https://www.fdot.gov/programmanagement/Implemented/SpecBooks/</a>
- 8. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): https://www.fdot.gov/design/standardplans/sprbc.shtm
- 9. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <a href="https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm">www.fdot.gov/roadway/floridagreenbook/fgb.shtm</a>
- 10. Manual on Uniform Traffic Control Devices (MUTCD), available at: <a href="https://www.fdot.gov/traffic/trafficservices/mutcd.shtm">https://www.fdot.gov/traffic/trafficservices/mutcd.shtm</a>

### **Exhibit A – SCOPE OF WORK**

- 11. FDOT Design Standards available at: <a href="https://www.fdot.gov/design/standardplans/DS.shtm">https://www.fdot.gov/design/standardplans/DS.shtm</a>
- 12. All work must be in compliance with the Florida Building Code, latest edition. For information please visit the following link: <a href="https://floridabuilding.org/c/default.aspx">https://floridabuilding.org/c/default.aspx</a>
- 13. 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.
- 14. 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. 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. An employee roster must be provided for all projects assigned.
- 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.

#### **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.

# Exhibit A - SCOPE OF WORK

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.

### **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. 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. 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. Contractor must thoroughly read Pre-Demolition Asbestos Inspection Report and adhere to all Florida Department of Environmental Protection (FDEP) asbestos-related guidelines while demolishing the structure.
- 9. No work shall commence until Contractor has submitted proof of #62-257.900(1) Notice of Demolition\* to FDEP and provide proof of mailing to the City Project Manager. 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:

### **Exhibit A – SCOPE OF WORK**

- a. USPS Certified Mail receipt
- b. FedEx tracking receipt
- c. Similar mailing methods, where delivery date can be verified.
- \* Notice of Demolition can be found at the link below:

https://floridadep.gov/air/ru1es/forms/asbestos/AsbestosNotificatioFormdep6225%207900(1%20).pdf

- 10. **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.
- 11. **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.
- 12. **Removed Facilities:** The Mt. Moriah historical Marker and Stained-glass Window Must Be Preserved and delivered to the location designated by the City of Ocala. Coordination shall be made with the City Project Manager.

### **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. 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

# **Exhibit A - SCOPE OF WORK**

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/demolition 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.

### **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**

- 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.

### **Exhibit A – SCOPE OF WORK**

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: Jimmy Lopez, Project Manager, Engineering Department, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, email: <a href="mailto:jlopez@ocalafl.gov">jlopez@ocalafl.gov</a>
- 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.

### **PRICING AND AWARD**

- 1. Bidder must upload a completed **Exhibit G Price Proposal** with their response.
- 2. Bidder must bid on all line items, including alternate items.
- 3. Alternate pricing will be provided for demolition and removal of the building structure and disconnection and removal of utility services serving the building located on parcel #2853-026-005/123 SW 3rd Ave. The line item will not be included in the grand total of Total Bid Amount.
- 4. Award will be made to the lowest, responsive bidder meeting all requirements outlined in the Scope of Work.
- 5. Contractor must be willing to honor bid prices up to at least a minimum 90 calendar days after bids are received.
- 6. **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.