

BACKGROUND

1. The City of Ocala requires the services of a licensed general or building Contractor to provide all materials, labor, and equipment necessary to complete the construction and installation of fifteen (15) Bus Stop Shelters, as identified in the attached site plans, within Ocala and Marion County, Florida. The proposed bus stops will include shelters provided by the City, lighting packages, and benches.
2. This is a lump sum bid for the complete construction and installation of the Bus Stop Shelters as specified herein, as designed in the attached exhibits.
3. All bids/proposals **MUST be electronically submitted** by or before the due date under the appropriate solicitation/listing accessed online at www.bidocala.com or www.prorfx.com Bids/proposals **may not be submitted by any other means** other than as described above. The City will **NOT** accept bids/proposals sent by U.S. Mail, private couriers, fax or email.

EXPERIENCE, REFERENCE, AND LICENSING REQUIREMENTS

1. **Licensing Requirement:** Contractor must be a certified licensed general or building Contractor in the State of Florida to submit a bid for this project. Proof of valid licensing per Florida Department of Business and Professional Regulations will be verified.
2. **Experience Requirement:** Contractor must possess a minimum of 5 years' experience in providing commercial/industrial building construction services. Bidders must provide three (3) work projects completed within this timeframe with bid submission.
3. **Reference Requirement:** Contractor must provide three (3) verifiable professional references.

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. **Performance Bond:** The successful Bidder must submit a recorded Public Construction bond in the amount of 100% percent of the contract price. This is obtained to ensure completion of the obligations under the third-party contract.
3. **Payment Bond:** A payment bond is obtained to ensure that the contractor will pay all people supplying labor and material for the third-party contract by law. The payment bond is set for 50% of the contract price according to FTA requirement.
4. **Maintenance and Guarantee Bond:** The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for 10% of the total project value, prior to final payment, for a period of three years for labor and three years for materials from the date of final completion.
5. All bond costs shall be included in the lump sum price.

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. **Builder's Risk Insurance.** Vendor, with sole liability for payment of premiums, shall purchase and maintain property insurance upon the Work at the site in the amount of the full Project value, including soft costs with a LEG2 endorsement or equivalent. This insurance shall include the interests of the City, Vendor, Subcontractors, City Engineer, and the officers, directors, partners, employees, agents, and other consultants and Subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as Additional Insureds; be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, wind, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, flood, and damage caused by frost and freezing with no co-insurance clause; include expenses incurred in the repair or replacement of any insured property (including, but not limited to, fees and charges of engineers and architects); cover materials and equipment while in transit or while stored at the site or at another location that was agreed to in writing by the City prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by the City or the City Engineer; allow for partial utilization of the Work by the City; include testing and startup; and be maintained in effect until final payment is made unless otherwise agreed to in writing by the City, Vendor, and City Engineer, with 30 days' written notice to each other named insured to whom a certificate of insurance has been issued.
5. **City as an Additional Insured.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation, Auto Liability (except when required by Risk Management) and Professional Liability policies. **Workers Compensation policy must contain a Waiver of Subrogation in favor of the City.**
6. **Notice of Cancellation of Insurance.** Contractor's Certificate of Insurance shall provide **Thirty (30) Days'** notice of cancellation, **Ten (10) Days'** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.gov.
7. **Failure to Maintain Coverage.** The insurance policies and coverages set forth above are required, and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of the Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
8. **Severability of Interests.** Contractor shall arrange for its liability insurance to include, or be endorsed to include a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala, Marion County& FDOT permits at its own expense from the City:
 - Site
 - Right-of-Way (ROW) Utilization
 - Any other permits required for completion
2. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.gov/home/showpublisheddocument/22575/638664845452141752>
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. **Permit Submission Requirements:**
 - a. **If Road/Lane Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
 - b. **If Road/Lane Closure is not Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of one (1) week prior to the projected time the project will start.
5. **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>

PROJECT DETAILS

1. The Contractor shall provide all labor, materials, equipment, and services necessary for the construction and installation of the (15) Bus Stop Shelters. The scope of work includes, but is not limited to:
 - Site preparation and demolition (if necessary)
 - Utility connections and infrastructure improvements
 - Construction and installation of (15) Bus Stop Shelters in accordance with the approved design
 - Interior and exterior finishes as per specifications
 - Compliance with all applicable building codes and ADA requirements
 - Final inspection and project closeout
2. The Contractor shall provide a project schedule.
3. The contract shall provide a schedule of values (breakdown of all estimated costs).
4. Construction shall be completed as outlined in the attached **exhibits**.

CONSTRUCTION SERVICES

1. Kimley-Horn will provide the construction management services along with a full-time construction project manager from City staff, who will oversee the project's day-to-day management during construction.
2. All work shall be coordinated through City Project Manager Kyle Matvejs, (352) 351-6699, e-mail: Dmatvejs@Ocalafl.gov

CONSTRUCTION TIMEFRAME

1. **Construction Time:** The contract time to Substantial Completion is **one hundred eighty (180)** calendar days of issued Notice to Proceed. The contract time to Final Completion is 30 calendar days after substantial Completion.
2. 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.
3. The Contractor must be able to mobilize and begin construction no later than ten (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 fall behind schedule.
4. **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.
5. **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 of materials by Contractor.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$1,609** 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 is the responsibility of the Contractor.
2. 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.
3. Posting of applicable OSHA required notices and establishing of safety programs and procedures.
4. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 100 series index 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 Advanced certified on site at all times during construction.
5. **Mobilization & Maintenance of Traffic Cost:** The cost for the mobilization of Contractor's equipment and MOT (Maintenance of Traffic) as required by the City and by FDOT Manual on Traffic Control and Safe Practices for Street & Highway Construction and Standard Index 600 is considered to be incidental to other items of related work and shall be spread out through all line items.

DELIVERABLES AND HOURS

1. **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.
2. **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 hours' advance notice to the City Project Manager. City personnel are not obligated to work on weekends. Night work may be allowed, or may be necessary if it would result in less impact to the public or reduce safety issues. Night work, if permitted, shall be performed at no additional cost to the City.

PROJECT SPECIFICATIONS

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

1. Plan Set for the project is attached – see attached exhibits.

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. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>
6. Manual on Uniform Traffic Control Devices (MUTCD), available at:
<https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
7. FDOT Design Standards available at: <https://www.fdot.gov/design/standardplans/DS.shtm>
8. All work must be in compliance with the Florida Building Code, latest edition. For information, please visit the following link: <https://floridabuilding.org/c/default.aspx>
9. 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.
10. 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.
11. Third party construction contracts must include provisions ensuring compliance with Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, which implement Executive Order 11246, "Equal Employment Opportunity," September 24, 1965, as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," October 13, 1967
12. Under 49 U.S.C. § 5333(a), Davis-Bacon Act prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, and repair projects. Third party contracts for construction, alteration, or repair at any contract tier exceeding \$2,000 must include provisions requiring compliance with the Davis-Bacon Act, 40 U.S.C. § 3141 et seq., and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction," 29 C.F.R. part 5. The Davis-Bacon Act requires that Contractors pay wages to laborers and mechanics at a rate not less than the minimum wages specified in the wage determination made by the Secretary of Labor. The Davis-Bacon Act also requires Contractors to pay wages not less than once a week. The current prevailing wage determination issued by DOL can be found at: <https://sam.gov/wage-determinations> and the contract will be awarded upon the acceptance of that wage determination.
13. Anti-Kickback – Section 1 of the Copeland "Anti-Kickback" Act, at 18 U.S.C. § 874, prohibits anyone from inducing, by any means, any person employed on construction, prosecution, completion, or repair of a federally assisted building or work, to give up any part of his or her compensation to which he or she is otherwise entitled. Section 2 of that Act, at 40 U.S.C. § 3145, and implementing DOL regulations, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3, imposes record keeping requirements on all

third-party contracts for construction, alteration, or repair exceeding \$2,000. Under Appendix II to 2 C.F.R. part 200— Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, recipients' third-party contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act, as amended, and implementing DOL regulations.

14. Contract Work Hours and Construction Safety – Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. part 5). Pursuant to 40 U.S.C. § 3702, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.
15. Buy America – For any FTA assisted project, the steel, iron, and manufactured products acquired for use in the construction project must be produced in the United States, unless FTA has granted a waiver. See 49 U.S.C. § 5323(j); 49 C.F.R. part 661. FTA cautions that its Buy America regulations are complex and different from the Federal "Buy American Act" regulations in the Federal Acquisition Regulation (FAR) at 48 C.F.R. chapter 1, subchapter D, part 25, subparts 25.1 and 25.2. Recipients can obtain detailed information on FTA's Buy America regulation at the Federal Transit Administration's Buy America website.
16. Accessibility – Facilities to be used in public transportation service must comply with the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq.; DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 37; and Joint Access Board/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. part 1192 and 49 C.F.R. part 38. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 C.F.R. part 37 the Access Board's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 C.F.R. part 37 modifying the ADAAG with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments.
17. Other related FTA contract clauses can be found at: <https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/procurement/8286/fta-best-practices-procurement-and-lessons-learned-manual-2016.pdf>.

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 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.

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, Marion County, FDOT, and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction 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 must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message.

6. 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.
7. Data collected by the Contractor shall be in a format compatible with, or easily converted to City databases. A sequential naming convention should be applied to the files and documentation provided to the City.
8. 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.
9. The Contractor shall submit all finished asbuilts in PDF and CAD file form.
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.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% 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. 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. Contractor shall submit the following Administrative Submittals to the City prior to issuing the Notice to Proceed:
 - A. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
 - B. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
 - C. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SUBSTANTIAL COMPLETION

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
 - A. A written notice that the work or designated portion thereof, is substantially complete.
 - B. A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will inspect to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
 - A. The City will promptly notify the Contractor in writing, giving the reasons therefor.
 - B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
 - C. The City will re-inspect the work.
4. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items to be completed or corrected before final payment (Punch List).

FINAL INSPECTION

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
 - A. Contract documents have been reviewed.
 - B. Work has been inspected for compliance with contract documents.
 - C. Work has been completed in accordance with contract documents.
 - D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The city will inspect to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
 - A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
 - B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the city that the work is complete.
 - C. The city will re-inspect the work.
4. When the City finds that the work is acceptable under the contract documents, the city shall request the Contractor make closeout submittals.

CONTRACTOR'S CLOSEOUT SUBMITTALS

1. Consent of surety to final payment.
2. Asbuilts & CAD File

3. Completion of all submittals as required by Contract documents.

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-year labor warranty from the date of final 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: Kyle Matvejs, Project Manager, Engineering Department, 1805 NE 30th Ave, Bldg. 700 Ocala, FL, email: Dmatvejs@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 or throughout the project as required. Payment will be contingent on project status.
4. Updated progress schedules must be submitted with all pay applications.

PRICING AND AWARD

1. Bids will be received on a lump sum basis. Lump sum amount must include all direct and indirect costs to complete the project.
2. Award will be made to the lowest bidder meeting all requirements outlined herein.
3. 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.
4. The City of Ocala reserves the right to waive informalities and irregularities.
5. Bidder will honor bid until approved by City Council up to ninety (90) days after award of solicitation.

ATTACHMENTS

1. Exhibit A – Scope of Work
2. Exhibit B – Price Proposal
3. Exhibit C – Bus Stop Shelter Locations
4. Exhibit D – Bench Installation Instructions
5. Exhibit E – Shelter Installation Instructions
6. Exhibit F – Solar Lighting Instructions
7. Exhibit G – Build America Buy America
8. Exhibit H – Certification for Disclosure of Lobbying Activities
9. Exhibit I – DBE Utilization Form
10. Exhibit J – Federal Clauses - Construction
11. Site Plan for (15) Locations:
 - 2002 – 4699 E. Silver Springs Blvd
 - 2035 – 3050 NE 55th Ave
 - 2084 – 2730 E. Silver Springs Blvd
 - 4006 – 3500 E. Silver Springs Blvd
 - 4017 – 250 SE Watula
 - 4057 - 2001 SE 32nd Ave
 - 4065 – 351 SW 16th St
 - 5031 – 3035 SW 27th Ave
 - 6017 – 2703 NE 14th St
 - 6034 – 1813 NE 2nd St
 - 6040 – 1150 NE 2nd St
 - 8206 – 503 SE 25th Ave
 - 8215 – 2755 SE 17th St
 - 8216 – 2897 SE Maricamp Rd
 - 8608 – 2211 NE 14th St
12. SAM.gov – Davis Bacon Wage Determination