

**BACKGROUND**

1. The City of Ocala requires the services of an experienced licensed general or building contractor to provide all materials, labor, and equipment necessary to renovate the SunTran Administrative & Maintenance Facility.
2. This is a lump sum bid for the SunTran Administrative & Maintenance Facility as specified herein as designed in **Exhibit B – Complete Plan Set**.
3. **MANDATORY PRE-BID MEETING AND SITE VISIT:** Refer to the listing for the pre-bid meeting date, time, and location.

**EXPERIENCE AND LICENSING REQUIREMENTS**

1. **Licensing Requirement:** Bidder must be a licensed general or building contractor in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess a minimum of 6 years' experience in providing commercial/industrial building construction 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 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 the 10% of the total project value, prior to final payment, for a period of two year(s) for labor and two year(s) 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 its own expense from the City:
  - Building
  - Plumbing
  - Electrical
  - Mechanical
  - Right-of-Way (ROW) Utilization

2. **Estimated Permit Cost:** The permit allowance is \$1,500. The ROW permit cost will be waived upon submission.
3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
4. **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>
5. **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.
6. **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. Renovation shall be completed as outlined in **Exhibit A – Scope of Work** and **Exhibit B – Complete Plan Set**.
2. The Contractor will 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.
  - The removal and replacement of existing floor & wall finishes
  - The removal and replacement of ceilings (in limited locations only)
  - The removal and replacement of existing cabinets
  - The installation of new cabinets
  - The removal and replacement of existing lights, plumbing fixtures, and A/C equipment
  - Repainting exterior and interior walls and trim
  - Level 2 Renovation
    - The installation of 1 new interior wall and door
    - Vent installation in collection room
    - Reseal and restripe the existing vehicular use areas

## CONSTRUCTION TIMEFRAME

1. **Construction Time:** The contract time to Substantial Completion is **seventy-five (75)** calendar days. The contract time to Final Completion is 15 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 materials by Contractor.

### LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$1,197** 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.
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 City Project Manager for work outside normal shift hours. The city may decline the request.
3. **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 is attached – **Exhibit B – Complete Plan Set**.

2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: <https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf>
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/content/wage-determinationsondition>, 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**

3. 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.
4. 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 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 will be responsible for inspector's overtime.
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. **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.
10. **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.
11. **Removed Facilities:** All removed HVAC units must be turned over to the City of Ocala. Coordination shall be made with the City Project Manager.

#### 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. Staging areas will be located at the designated area at the backyard of the SunTran AMF Building. 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. 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, if possible, a two-year material and 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: Ji Li, Project Manager, Growth Management Department, 201 SE 3<sup>rd</sup> St, 2nd Floor, Ocala, FL, email: [jli@ocalafl.org](mailto:jli@ocalafl.org)
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.

**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 permit allowance is \$1,500 for this project.
4. 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.