

**BACKGROUND**

1. The City of Ocala requires the services of an experienced Contractor to complete the construction of SW 43<sup>rd</sup> Court @ SW 20<sup>th</sup> Street Signalization Project.
2. Scope of the project consists of constructing a new traffic signal at the intersection of SW 43<sup>RD</sup> Court and SW 20<sup>th</sup> Street. Signalization improvements will include constructing concrete strain poles, traffic signals, ITS, pedestrian signals and detectors, masonry retaining wall, and loop assemblies.
3. All pedestrian features including crosswalks and pedestrian detectors shall adhere to current ADA standards. The project will be constructed within the limits of the existing rights of way.
4. City to provide the following items:
  - 641-2-30 - Prestressed Concrete Pole - Unit price for items will be for transport from City property to job site & install only.
  - 670-5-300 - Traffic Controller Assembly - Unit price for items will be for transport from City property to job site & install only.
5. Proper maintenance of traffic is required at all times.
6. Contractor is responsible for providing all materials, labor, and equipment to complete the project.

**EXPERIENCE, FDOT PRE-QUALIFICATION, AND CERTIFICATION REQUIREMENTS**

1. **Experience Requirement:** Bidder must possess three (3) years' experience in providing roadway construction services.
2. **FDOT Pre-Qualification Requirement:** Bidder must be FDOT Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative Code 14-22.
  - Traffic Signal
  - **NOTE: Bidders must upload their current FDOT prequalification letter with their bid submission, or their bid may be considered non-responsive.**
3. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Bidder must possess MOT/TTC Advanced certification. One (1) person who is MOT/TTC Advanced certified must be on site at all times during construction.

**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 will be required to furnish a certified, recording Public Construction Bond (as security for the faithful performance of the payment of all bills and obligations arising from the performance of the Contract) in an amount not less than the total Contract amount.

3. **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 (3) years for labor and three (3) years 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.
  - **Note:** Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" and the "FDOT" as an Additional Insured.

### PERMIT REQUIREMENTS AND MOT/TTC PLAN

1. **Permits Required:** Contractor will be responsible for obtaining the following permits at no additional cost to the City:
  - City of Ocala Right-of-Way (ROW) Utilization
  - City of Ocala Electrical Permit
  - City of Ocala Building Permit
2. **Estimated Permit Cost:** The ROW permit cost will be waived upon submission.
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.

### Contract Time

1. The resulting Contract will be for **ONE HUNDRED FIFTY (150)** calendar days. All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within **ONE HUNDRED TWENTY (120)** days of the start date indicated on the Notice to Proceed and ready for final payment within **THIRTY (30)** days of substantial completion.
  - A. By bidding on project, Contractor agrees to mobilize and start construction within thirty days (30 days) of executed Contract date unless Project manager agrees to a different start date. If bidder does not start construction by the timeframe identified or agreed to, then the Contractor will be in default.

- B. The Contractor shall complete the project within the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind. The Contractor is responsible for accurately tracking Contract time and construction progress.
  - C. Contractor shall submit updated progress schedules with all pay applications. Unsubstantiated delays and/or consistent failure to meet progress schedules will be cause for the City to terminate the Contract.
2. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather.
- A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.
  - B. Contractor performance and execution of work will be considered in the determination for granting additional days.

### SUB-CONTRACTORS

The prime contractor must perform a minimum of 50% of the work with their own forces.

### LIQUIDATED DAMAGES

1. For individual projects, the Contractor shall pay the City using the schedule below 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 Contract Times or any proper extension thereof granted by the City, the Contractor shall pay an additional \$200.00 per day for each calendar day that expires after the time specified.

#### Original Contract Amount Daily Charge Per Calendar Day

\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

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/TEMPORARY TRAFFIC CONTROL

1. **Mobilization:** 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 sanitary facilities during construction. Posting of OSHA required notices and establishing of safety programs and procedures.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT 102 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.

### WORK HOURS

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.
2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/Project Manager.
3. Contractor will be responsible for inspector's overtime.
4. Night work will be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to the City.
5. No work will be permitted on City observed holidays.

### PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (January 2024) available at:  
<https://www.ocalafl.org/home/showpublisheddocument/24606>
2. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, FY 2024-25 available at:  
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
3. Manual on Uniform Traffic Control Devices (MUTCD), 2009 Edition, including Revisions 1 and 2 available at: <https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
4. **Job Site Documents:** 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.

### PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **Right-of-Way Maps and As-Builts:** Signed and sealed right-of-way maps (when applicable) and as-builts must be submitted and approved by the City.
3. **Material & Construction Equipment:** All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
4. **Backfilling and Compaction Procedures:** Backfilling and compaction shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure or as otherwise directed in writing by the City of Ocala.
5. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
6. **Damages:** 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. **Compliance:** 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.
8. Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the Contract, and verify all field conditions, measurements, and elevations.
9. Contractor is responsible for distribution of outage/construction notices to customers at least five (5) days prior to an outage or construction activity.

**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. 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.
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 for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. An employee roster must be provided.
5. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. 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) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
8. Contractor personnel shall abide by the City's smoking regulations. Smoking is restricted to designated smoking areas only and is not permitted in any City buildings.
9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
10. Prime Contractor and sub-contractor vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

**PROJECT SIGNS**

1. Contractor is required to provide two (2) portable signs to be placed at locations that are approved by City Project Manager.
2. If during the Contract time sign becomes broken or inaccurate, Contractor will replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign Construction detail and Required information can be found in the City of Ocala Standard Details for Construction on Detail G-31A & G-31B

**The Cost to move signs to new project locations and the replacement of broken and inaccurate signs is to be included in the initial cost of each sign.**

**SURVEY LAYOUT**

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker, or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6G17 of the Florida Administrative Code.

**TESTING REQUIREMENTS**

1. 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 City Engineer.
2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. 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.
3. Asphalt samples will only be taken at the job site or asphalt plant and will have to meet these specifications. All work which has not been tested and accepted shall not be paid for.

**EROSION SEDIMENT AND FLOOD CONTROL**

1. Contractor will provide the City of Ocala with an Erosion Control Plan that will include spill reporting and response.
2. If contaminated soil or groundwater is encountered, contact the Project Manager.
3. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
4. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
5. The Contractor is required to inspect pollution control measures daily. Written documentation of inspection must be submitted weekly and within 24 hours after a rainstorm in excess of 0.50 inches. The Contractor shall report all inspection findings and corrective actions taken as a result of the inspection. Inspection reports (DOT form 650-040-03) shall be signed by the Contractor and submitted weekly to the City Project manager, along with the name and certificate number of the person signing this form.



**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 sited inside the right-of-way or within City property. Material will be transported to the proper station for construction, assembly, response to possible public concern.
3. Provide on-site sanitary facilities as required by Governing agencies.
4. 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. **Final Cleaning:** Upon completion of work, clean entire work, and project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
  - B. Remove any foreign materials from exposed surfaces.
  - C. Broom clean exterior paved driveways and parking areas.
  - D. Hose clean sidewalks and concrete exposed surfaces.

**SAFETY**

1. The Contractor shall be fully responsible for meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, etc.
2. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
3. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.



**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.

**WARRANTY**

1. Contractor will provide a three (3) year material and labor warranty from the date of substantial completion for each project, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner manuals must be provided before final payment request.

**SUBSTANTIAL COMPLETION PROCESS**

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 make an inspection 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, therefore.
  - 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 (punch list) to be completed or corrected before final payment.

**FINAL COMPLETION PROCESS**

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 make an inspection 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.
5. **Final Application for Payment:** The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

#### CONTRACTOR CLOSEOUT DOCUMENTS

1. Evidence of compliance with requirements of governing authorities.
2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

#### INVOICING

1. All original invoices will be sent to: Paul Constable, Project Manager, Engineering & Water Resources Department Administration, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, [pconstable@ocalafl.org](mailto:pconstable@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 once a month.
4. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.
5. Invoicing must be completed on an A1A – G703 - Application & Certification type document for payment.
6. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment.
7. Contractor shall submit a Construction Compliance with Specifications and Plans with each invoice.
8. Contractor shall also submit an updated schedule with each invoice.

9. Payments for items completed will be submitted monthly and will be agreed upon by the Contractor and City Inspector prior to submission of the pay application. Incorrect pay applications will be returned to the Contractor for correction.

#### PRICING AND AWARD

1. Bidder must bid on all line items.
2. Bidder must upload a completed Exhibit B – Price Proposal with their response.
3. Bids will be received on a Unit Price basis. The City will pay the Contract only for the actual units that the Contractor provides, installs, or constructs.
4. Award will be made to the lowest bidder meeting all requirements outlined herein.
5. Bidder will honor prices for sixty (60) days after the award of the solicitation.
6. **AMOUNTS DUE TO THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to the Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.