

BACKGROUND

1. The City of Ocala is soliciting bids from qualified contractors to perform DRA #204 Expansion land Parcel #29509-000-57 clearing project, located in the South Portion of Marion County, Parcel #29509-000-39, East of SE 46th Ct, Ocala, Marion County, Florida. The project will consist of heavy clearing and grubbing. The Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the project.
2. All work shall be coordinated through City Project Manager Kyle Matvejs, (352) 351-6699, e-mail: dmatvejs@ocalafl.gov. 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.

EXPERIENCE REQUIREMENTS, AND OTHER REQUIREMENTS

1. **Experience Requirement:** The bidder must possess a minimum of five (5) years of experience in providing DRA heavy land clearing and grubbing services.
2. **Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes.** Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2), Florida Statutes).

If not previously provided, the affidavit may be downloaded from <https://www.ocalafl.gov/home/showpublisheddocument/29503> and must be notarized.

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial General Liability insurance with limits not less than (a) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - (b) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - (c) Policy must include coverage for contractual liability and independent contractors.
 - (d) Policy must include Additional Insured coverage in favor of the City.
2. **Commercial Automotive Liability:** Vendor shall procure, maintain, and keep in full force, effect, and good standing for the life of the contract a policy of Commercial Auto Liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage arising out of Vendor's operations and covering all owned, leased, hired, scheduled, and non-owned automobiles utilized in said operations. If Vendor does not own vehicles, Vendor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by endorsement to Vendor's Commercial General Liability policy or a separate Commercial Automobile Liability policy.

3. **Workers' Compensation and Employer's Liability:** Workers' Compensation insurance shall be provided by the Contractor as required by Chapter 440, Florida Statutes, or any other applicable state or federal law, including the U.S. Longshoremen's and Harbor Workers' Compensation Act and the Jones Act.
- (a) Vendor shall similarly require any subcontractors to afford such coverage for all of its employees as required by applicable law.
- (b) Vendor shall waive and shall ensure that Vendor's insurance carrier waives all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or their equivalent.
- (b) Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis under Florida Statutes, and shall be evidenced by a separate Waiver.

PERMITS REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
- Right of Way
 - NPDES

Construction Permit Applications: For construction permits and related documents, please visit: <https://www.ocalaf1.org/government/city-departments-a-h/growth-management/building/construction-permits>

Stormwater Permits Florida: For NPDES permits and related documents, please visit: <https://floridadep.gov/water/stormwater/content/npdes-stormwater-permits-and-forms>

CONSTRUCTION TIMEFRAME

1. **Construction Time:** The contract time to Substantial Completion is 15 days **(15)** calendar days. The contract time to Final Completion is **10** calendar days after substantial completion. Contractor agrees, as a condition for submitting a bid, that this project will be completed in the time agreed upon between the City and the Contractor. The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City. Such "Notice to Proceed" will be issued at the pre-construction conference. The Contractor must be able to mobilize and begin construction no later than 10 calendar days after notification and complete the project by the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind.

ANTICIPATED TASKS AND HOURS

Anticipated Tasks: The Contractor will be required to perform the services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.

1. Clearing Grubbing.
2. Removal of cleared /grubbed materials.
3. Silt Fencing
4. Construction Entrance
5. Construction Fencing / 6' Chain link fencing behind homes without fencing.
6. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. Contractor shall provide (forty-eight) 48-hour advance notice to the City Project Manager for work outside normal shift hours. The city may decline the request.

PROJECT SPECIFICATIONS

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

1. The plan set for the project is outlined in the exhibits.
2. Project Signs Layout and Project Sign Construction Detail Exhibit D (Contractor's responsibility to ensure Council Members are correct and kept up to date)
3. 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>
4. Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
5. Manual on Uniform Traffic Control Devices (MUTCD), available at:
<https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
6. FDOT Design Standards available at: <https://www.fdot.gov/design/standardplans/DS.shtm>
7. The Contractor must have the above-listed documents in addition to up-to-date copies of shop drawings, plans, and bid documents at job sites at all times.
8. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this contract in accordance with the policies and procedures of the City of Ocala and all applicable State of Florida and Federal laws, policies, procedures, codes, 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 is responsible for any and all damages, including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
6. Data collected by the Contractor shall be in a format compatible with, or easily converted to, the City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
7. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, PowerPoint, Access, or any other software as specified and approved by City staff.
8. The Contractor shall schedule monthly progress meetings, draft agendas, and take minutes. The Contractor will provide these documents to the owner for record after each progress meeting.
9. Obtaining the required permits and the moving of Contractor's operations and equipment required for construction.
10. Provide on-site construction power and wiring, and on-site communication facilities as needed. Provide on-site sanitary facilities and potable water facilities as specified and as required by governing agencies. The Contractor will not be permitted to use the City's sanitary facilities during construction.
11. Posting of OSHA-required notices and establishing safety programs and procedures.

CONSTRUCTION WORK AREAS, SITE HOUSEKEEPING, AND CLEANUP

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.

5. **Waste/Debris:** The Contractor shall keep the premises free at all times from the accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for the collection and disposal of waste materials, debris, and rubbish. Contractor shall legally dispose of debris. At least once weekly, dispose of such waste materials, debris, and rubbish off-site.
6. Contractor to supply an appropriately sized construction skip for demolition/construction debris.
7. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable, neat condition. The work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily
8. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.
9. **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.
10. **Final Cleaning:** Upon completion of work, clean the 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 acceptably 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 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 hose clean sidewalks and concrete exposed surfaces if impacted by work or included in the work area.
 - D. All furnishings and equipment shall be placed back in the original locations.
 - E. All furnishings and equipment shall be placed back in the original locations.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$980.00** for each calendar day that expires after the time specified for completion, until work is completed.
 - A. The Contractor pays the City 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 neglects, refuses, or fails 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.

B. Applicable liquidated damages are the amounts established in the following schedule: Original Contract Amount, Daily Charge Per Calendar Day

\$299,999 and under	\$980
\$300,000 but less than \$2,000,000	\$1,699
\$2,000,000 but less than \$5,000,000	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000	\$4,687
\$20,000,000 but less than \$40,000,000	\$7,625
\$40,000,000 and over	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

C. The liquidated damages set forth herein shall not be cumulative. 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.

- Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this solicitation.

CONTRACTOR EMPLOYEES AND EQUIPMENT

- Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope.
- Contractor must provide a valid telephone number, email, and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to take a message.
- 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.
- The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.

5. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor, employees, and subcontractors will be courteous to the public at all times while at the work site.
8. Contractor shall possess and maintain sufficient equipment to complete the work described herein. Contractor's equipment shall be in good repair, and the Contractor shall have a qualified operator to maintain the care of the equipment. All operators must be trained in the proper use and care of equipment. A list of equipment shall be provided to the City upon request.
9. All company trucks must have a visible logo on the outside.
10. All employees must have a shirt with the company logo and/or a badge with picture ID, company name, and employee name to be worn at all times.

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 (NEC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.

Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.

6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company vehicles and uniforms must have a visible company name/logo.
9. The Contractor shall schedule monthly progress meetings, draft agendas, and note minutes. Contractor will provide these documents to Owner for record after each progress meeting.

10. 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.

SUB-CONTRACTORS

1. Contractor shall not assign, sublet, or transfer any of the rights and/or duties under the terms of this agreement without the written approval of the City.
2. Contractor must perform a minimum of **50%** of the work with their forces.

SUBMITALS

1. Provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water, and Sewer Infrastructure.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

SAFETY

1. The Contractor is solely responsible for ensuring safety during demolition and 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. The contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property. All claims and repairs are to be made by the Contractor in a timely manner (48 hours).
6. 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.

DEFAULT

1. In the event of default by the awarded Contractor, the City reserves the right to utilize the next rated bidder meeting specifications as the new vendor.
2. If this occurs, the next rated bidder meeting specifications shall be required to provide the items at the prices as contained in their proposal for this specification.

INVOICING

1. All original invoices will be sent to: Kyle Matvejs, Project Manager, Engineering, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, 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 as draws.

PRICING AND AWARD

1. Bidder must upload a completed **Exhibit B - Price Proposal** with their response.
2. This is a lump sum project. The bidder must bid on all line items.
3. Award will be made to the lowest bidder meeting all requirements outlined herein.
4. Bidder will honor prices for ninety (90) days after award of solicitation. The City has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any other source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.
5. The City reserves the right to reject any or all bids, including, without limitation, the right to reject any or all non-confirming, 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.
6. Change in Scope - Should the City and Contractor mutually agree to a change in the scope of services being provided during the term of this agreement, a mutually agreed-upon price adjustment will be allowed.
7. **AMOUNTS DUE TO THE CITY.** Contractor/Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.