

BACKGROUND

1. The City of Ocala is seeking bids from experienced contractors to construct a 48' x 78' x 17' (approx.) open-bay steel structure. This structure will be designed with a concrete floor to park and store golf carts located at the Ocala Municipal Golf Club, 3130 E. Silver Springs Blvd. Ocala, Florida, 34470.
2. This is a lump sum bid for the New Golf Cart Metal Building as specified herein, as designed and in **Exhibit C – Golf Cart Building Plan Set**.
3. **MANDATORY PRE-BID MEETING:** Refer to the listing for the pre-bid meeting date, time, and location.

EXPERIENCE AND LICENSING REQUIREMENTS

1. **Licensing Requirement:** The bidder must be a licensed general or building contractor in the State of Florida to submit a bid for this project. Proof of valid licensing per the Florida Department of Business and Professional Regulations will be verified.
2. **Experience Requirement:** Bidder must possess three (3) years of experience in providing construction/renovation services.
3. **Capability:** The contractor may be required to show that the company has the necessary staffing, equipment, ability, and financial resources to perform the work specified satisfactorily and within the time specified.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Plumbing
 - Electrical
 - Building
 - And any other permits for the completion of this building.
2. **Estimated Permit Cost:** The permit allowance is **\$400** for this project.
3. **Permit Fee Schedule** Information regarding permitting fees can be found at the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
4. **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 SUMMARY

1. **Construction:** Construct a 48' x 78' x 17' (approx.) open-bay steel structure as outlined in **Exhibit C – Golf Cart Building Plan Set**.
2. **Materials:** Provide all materials, labor, equipment, incidentals, and appurtenances required for the complete construction of New Golf Cart Metal Building located at the Ocala Municipal Golf Club, 3130 E. Silver Springs Blvd. Ocala, Florida, 34470.
3. **Demolition:** Contractor's responsibility.
4. **Standard Working Hours:** 7:00 AM to 5:00 PM, Monday through Friday, excluding City-observed holidays. Any work outside of these hours must be approved by the City Project Manager prior to the work being performed.
5. **Materials:** are specified in **Exhibit B – Complete Plan Set**.
 - a. All materials shall be commercial grade, any variation from specified materials shall be approved by the City Project Manager.
 - b. Any materials not specified must be approved by the City Project Manager prior to installation.
 - c. Do all work in compliance with the latest adopted edition of the Building Codes and Specifications:
 1. Florida Building Code, 2021 – 7th Edition
 2. Specifications for Structural Steel Buildings, AISC 13th Edition
 3. Structural Welding Code D1.1 (American Welding Society)
 - d. Contractor to provide specifications for Design Load, Dead Loads, Wind Loads, and all other applicable loads.
 - e. Contractor to provide Wind Zone Chart to comply with all provisions of Florida Building Code inclusive of ASCE 7-10 wind provisions for an ultimate design of 3 second gust of 120 mph (93 mph, nominal wind design); wind speed maps as adopted by the County/City jurisdictions.
6. **Change in Scope:** Any changes in the scope of work being provided during the term of the agreement must be mutually agreed to in writing by City and Contractor.
7. All work shall be coordinated through the City Project Manager: John King, (352) 351-6648, email: JKing@OcalaFL.org. The 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.

CONSTRUCTION TIMEFRAME

1. Construction Time: Bidder agrees that the Work will be substantially completed within **Sixty (60)** working days of issued Notice to Proceed (NTP), and completed and ready for final payment within **ten (10)** days after substantial completion.
 - A. 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.
 - B. The Contractor must be able to mobilize and begin construction no later **ten (10)** days of NTP date. At no time will the Contractor be allowed to fall behind schedule.
 - C. The Contractor shall complete the project within the time limit specified in the "Notice to Proceed." The Contractor is responsible for accurately tracking contract time and construction progress.
 - D. 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 (e-mail 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.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$250** 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 **\$50** 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 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.

PROJECT SPECIFICATIONS

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

1. All work must be in compliance with the Florida Building Code. For information, please visit the following link: <https://floridabuilding.org/c/default.aspx>
2. All Electrical work shall comply with all applicable codes as enforced by the authorities having jurisdiction, including (but not limited to) NFPA 70 National Electric Code and NFPA 101 Life Safety Codes.
3. The Contractor must have up to date copies of shop drawings, plans, and bid documents at job site at all times.
4. Substantial completion date will start warranty period for each project assigned.
5. Any damage or disruption to the site or surrounding area shall be restored by contractor.
6. All materials shall be commercial grade. Any variation from specified materials shall be approved by the City Project Manager.

WORKING HOURS

Standard working hours for this job will be 7:00 a.m. to 5:00 p.m., Monday thru Friday, excluding City observed holidays. Any work outside of these hours must be approved by the City Project Manager prior to the work being performed.

BID AND CONTRACT INFORMATION

1. 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.
2. The City reserves the right to reject any or all bids, including without limitation the rights 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 nonresponsive.

3. Bids will be received on a lump sum basis, with award based upon the lump total. Note: The contract lump sum price will include overhead, profits, direct and indirect costs required to complete the project except as described herein.
4. Change in Scope: Should the City and Contractor mutually agree to a change in the scope of work being provided during the term of this agreement, a mutually agreed to price adjustment will be allowed.
5. Bidder/Contractor is responsible for reading **Exhibit B – Complete Plan Set** and taking their own site measurements to properly bid this project as designed and in **Exhibit C – Golf Cart Building Plan Set**.

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. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for all damage to buildings, curbing, pavement, landscaping, or irrigation systems caused by the delivery or removal of materials.
4. In no event shall the City be responsible for any damages to any of the Contractor's equipment or clothing lost, damaged, destroyed, or stolen.
5. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

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.
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 employees and subcontractors of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA and National Electrical Safety Code (NESC) requirements as applicable for all work conducted. All workers must be as clean and in as good appearance as the job conditions permit.
4. 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.
5. No smoking is allowed on City property or projects.
6. Contractor must possess/obtain all required equipment to perform the work.

7. All Contractor's and subcontractor's vehicles shall have their company name located on the side and all personnel shall be required to wear a company shirt.

CONSTRUCTION FACILITIES

Contractor shall submit the following Administrative Submittals to the City prior to issuing the Notice to Proceed:

1. Copies of permits and approvals for construction as required by laws and regulations and governing agencies.
2. Temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.
3. Project schedule with critical path activities and deadlines.

MOBILIZATION

Contractor is responsible for:

1. Obtaining required permits and the moving Contractor's operations and equipment required for construction.
2. Providing on-site construction power and wiring, and on-site communication facilities, as needed. Standard power may be used in the facility.
3. Posting of applicable OSHA required Notices and establishing of safety programs and procedures.

CLEANUP

1. At completion of work, Contractor shall remove from the building and site: all tools, equipment surplus materials, debris, temporary facilities, and equipment.
2. 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 City.
3. Removal and disposal of old equipment and material shall be Contractor's responsibility.
4. Contractor shall dispose of debris, equipment, and material in a legal manner.
5. Contractor shall provide approved containers for collection and disposal of waste materials, debris, and rubbish.
6. At least once weekly dispose of such waste materials, debris, and rubbish off-site.

FINAL CLEANING

At completion of work, Contractor shall clean and restore entire project site as applicable.

1. Leave the work and adjacent areas affected in a clean condition to the satisfaction to the City.

2. Remove grease, dirt, dust, paint, stains, labels, fingerprints, and other foreign materials from exposed surfaces.
3. Hose clean sidewalks and concrete exposed surfaces.
4. Use only cleaning materials recommended by manufacturer of surfaces to be cleaned.

EROSION, SEDIMENT, AND FLOOD CONTROL

1. Contractor shall provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

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).

WARRANTY

1. Contractor will provide a one (1) year material and labor warranty from the date of substantial completion against operational failure caused by defective material or workmanship which occurs during normal use.
2. Contractor shall be responsible for all product warranties. Contractor must provide written manufacturers' warranties to the City Project Manager before final payment will be authorized.
3. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

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. Completion of all submittals as required by Contract documents.
2. Warranties (2 copies).

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.

INVOICING

1. All original invoices will be sent to John King, Project Manager, Fleet and Facilities Management Department, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470, email: JKing@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 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. The permit allowance is \$400 for this project.
2. Award will be made to the lowest bidder meeting all requirements outlined herein.