

**BACKGROUND**

1. The City of Ocala requires the services of an experienced Contractor to provide concrete water tank construction services supporting the Water Resources & Engineering department. This project consists of the construction of a Three Million Gallon (3MG) Ground Storage Tank at Water Treatment Plant #2 located in 3744 S Pine Ave, Ocala FL. Construction scope and limits are as shown on the plan sets in **Exhibit B – Plan Set** and **Exhibit C – Electrical Plan**.
2. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete all aspects of construction detailed in the exhibits.
3. **NON-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 licensed as a General Contractor in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** The Bidder must be licensed as a General Contractor in the State of Florida. The Water Tank Contractor must possess five (5) years of experience in providing Water Ground Storage Tanks building services.
3. The Contractor and all subcontractors will be required to conform to the labor standards and employment requirements set forth in the Bid Documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
4. 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.
5. If work to be done has no line-item unit price in the Contract, a written proposal of the work must be agreed upon prior to the work being started.
6. The Contractor, at Contractor's expense, must obtain any commercial licenses the Contractor needs, i.e., a county occupational license or transportation permits required by the Department of Transportation.
7. If, in the opinion of the City's Engineer or their representative, the Contractor's equipment is not capable of satisfactorily performing the work provided for in these specifications, the Contractor shall substitute equipment subject to City approval.

8. All materials supplied under this Statement of Work shall be warranted for a period of three (3) years by the Contractor and material manufacturer. The manufacturer's warranty period shall run concurrently with the Contractor's warranty period. The warranty period shall commence on the date of the final acceptance of the work and upon payment of same. The materials and work performed shall be warranted to be free from defects in workmanship and design. Any materials or work that fail during the warranty period shall be replaced and restored to service at no expense to the City.
9. Contractor will supply any and all materials, mobilization, surveying, labor and equipment needed to complete the project as described in Exhibit B - Plan Set and Exhibit C – Electrical Plan.
10. Contractor will supply 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.
11. Contractor responsible for reviewing, acknowledging, and pricing accordingly in bid "ALL NOTES TO CONTRACTOR" on Exhibit B - Plan Set and Exhibit C – Electrical Plan.

#### 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 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.
4. **\*The City of Ocala, State of Florida Department of Environmental Protection, and ST. Johns River Water Management District (including its employees and officers) must be additional insured. \***

**PERMIT REQUIREMENTS**

1. **Permits Required:** The Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Building
  - Electrical
  - Tree Removal
2. **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>

**CONSTRUCTION TIMEFRAME**

1. **Construction Time:** Bidder agrees that the Work will be substantially completed within **three hundred and sixty-five (365)** calendar days of issued Notice to Proceed (NTP), and completed and ready for final payment within thirty (30) 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. At no time will the Contractor be allowed to lag behind.
  - b. The Contractor must be able to mobilize and begin construction no later seven (7) days of NTP date. At no time will the Contractor be allowed to lag behind.
  - c. The Contractor shall complete the projects 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.
  - d. There shall be no compensation for down time incurred due to equipment failure or personnel problems. Unnecessary delays or work stoppage because of equipment or personnel problems shall not be accepted nor considered a valid reason for extending the length of the Contract.
  - e. 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.

3. **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 **\$3,813** 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.

### ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may 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.
  - Structural Concrete Work
  - Electrical Work
  - Piping Work
  - Earthwork
  - Site clearing
2. **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.

3. **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 City Project Manager for work outside normal shift hours. The city may decline the request.
4. **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 and any other governing specifications that projects shall be constructed in accordance to:

1. Plan Set for the project attached as **Exhibit B**.
2. Electrical Plan for the project attached as **Exhibit C**.
3. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:  
<https://www.ocalafl.gov/home/showpublisheddocument/26969/63874167772460000>
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. **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.

## 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. All workers within the right-of-way shall wear ANSI/ISEA Class 2 & Class 3 apparel (safety vest or equivalent).
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) 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 his operations at the work site, and be solely responsible for the acts or omissions of his employees.
7. 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.

#### CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish, the following services/data to the Contractor for the performance of services:
  - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
  - B. Access to City buildings and facilities to perform the work.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

#### 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. **As-Builts:** Upon final completion of each individual project, signed and sealed 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. Water must be used during all saw cuts in asphalt or concrete to limit dust.
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.

#### 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.

**EROSION SEDIMENT AND FLOOD CONTROL**

1. 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.

**SUB-CONTRACTORS**

1. Bidder 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 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. Facilities must be maintained regularly.
4. Any work areas in roadways must at least be filled temporarily with asphalt before the roadway can be opened to traffic every morning.

**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 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.

### 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.

### 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.

### 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).

**WARRANTY**

1. Contractor will provide a three 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. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

**INVOICING**

1. All original invoices will be sent to: Jimmy Lopez, Project Manager, Engineering & Water Resources Department Administration, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, [jlopez@ocalafl.org](mailto:jlopez@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.
4. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.
5. Payments will be made monthly based on percentage of completion that is agreed upon by the Contractor and City Inspector prior to submission of pay application. Incorrect pay applications will be returned to the Contractor for correction.

**PRICING AND AWARD**

1. Bids will be received on a lump sum basis.
2. Bidder must bid on all Lump sum 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.
5. 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.