

## BACKGROUND

Contractor shall complete projects assigned to the Annual Sidewalk Maintenance and Repair Program. Projects within the program consist of:

- Concrete sidewalks
  - Concrete driveways
  - Concrete removal
  - Curb
  - Curb ramps
  - Concrete curb & gutter removal/replacement
  - Sod
1. Rehabilitation of existing infrastructure will be on an "as requested" basis by the City. Work may also include restoration and sod installation of disturbed areas. Proper maintenance of traffic is required at all times.
  2. Plan Set - Construction plans may be distributed to Contractor for review as projects are defined and prioritized for construction. Upon receipt and review of plans, Contractor shall provide a detailed quote for review by the City Project Manager.
  3. Contractor is responsible for providing all materials, labor, and equipment to complete each assigned project.

## EXPERIENCE AND LICENSING REQUIREMENTS

1. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Contractor must possess a current MOT/TTC Intermediate certification. One (1) person who is MOT/TTC certified must be on site at all times during construction.

## PERMIT REQUIREMENTS AND MOT/TTC PLAN

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 (ROW) Utilization
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.ocalaf1.org/government/city-departments-a-h/city-engineer-s-office>
4. **Permit Submission Requirements:**
  - **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.
  - **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.

## 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.

### PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. All concrete work shall be performed in compliance with ADA requirements and the latest edition of FDOT specifications. Concrete shall be a minimum of 3,000 psi.
2. Contractor must maintain up-to-date copies of shop drawings, plans, and bid document at job sites at all times.
3. Contractor must submit a detailed proposal for each project given to them for review by the City Project Manager.
4. **Material and Construction Equipment:** All material and construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition.
5. **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.
6. **Open Cuts:** All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
7. **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.
8. **Compliance:** 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.
9. Contractor must submit schedules for all projects that are expected to go over thirty (30) days of construction. Schedules must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
10. Contractor is required to take a cellphone picture before work commences using an app similar to Solocator and text to the City's project manager. Failure to do this may result in reduced payment. The City will pay the Contractor only for the actual services performed.

### CONSTRUCTION TIMEFRAME

1. **Term:** The resulting contract will be for an initial term of one hundred eighty days (180 days).
2. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks.
3. The required start time after the City issued Notice to Proceed (NTP) shall be a maximum of 7 days. Work must be completed within thirty (30) days of NTP.

### LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$200.00** for each calendar day that expires after the time specified for completion, until work is completed.
2. 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 and Maintenance of Traffic Cost:** The cost for the mobilization of Contractor's equipment and MOT (Maintenance of Traffic) as required by the City and by FDOT Manual on Traffic Control and Safe Practices for Street & Highway Construction and Standard Index 100 is considered to be incidental to other items of related work and shall be spread out through all line items.
2. **Mobilization:** Contractor shall obtain required permits and is responsible for the moving of the Contractor's operations and equipment required for construction. Contractor shall provide on-site construction power and wiring, as needed. Contractor shall provide on-site sanitary facilities as required by governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Contractor shall post OSHA required notices and establishing of safety programs and procedures.
3. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Contractor shall 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. Contractor shall use the latest edition of the FDOT maintenance of traffic control.
  - A. Contractor shall provide facilities for access to residences, businesses, etc., along the project. Contractor shall furnish, install, and maintain traffic control and safety devices during construction. Contractor shall furnish and install work zone pavement markings for MOT/TTC in construction areas. Contractor shall 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. Contractor shall 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. Contractor shall 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 Intermediate certified on site at all times during construction.

### ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.

2. **Working Hours:**

- a. The City's normal working hours are Monday through Friday from 7:00 AM to 5:30 PM.
- b. If additional hours are necessary, Contractor must give 48 hours advance notice to the City Project Inspector/Project Manager.
- c. Contractor will be responsible for inspector's overtime.
- d. Night work may be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to the City.
- e. No work will be permitted on City-observed holidays or approved by the city of Ocala Project Manager.
- f. Weekend work will only be allowed if inspectors are available. Inspectors are not obligated to work weekends.

3. **Emergency Work Hours:** Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspector. 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 with:

1. Standard Specifications for Sitework attached as Exhibit C.
2. Rules and Regulations for Conduit Installation (Commercial & Residential) can be reviewed and copied at: 1805 NE 30th Avenue, Building 700, Ocala, Florida 34470.
3. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at:  
<https://www.ocalafll.org/home/showpublisheddocument/22736/638121592055800000>
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. 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. 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 apparel (safety vest or equivalent).
5. Contractor's employees 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 shall operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control operations at the work site, and be solely responsible for the acts or omissions of its employees.
7. 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.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. 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.

### **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 the Contractor's responsibility 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 performed 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. 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. Contractor shall maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

**CONSTRUCTION WORK AREAS**

1. The City 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 prior 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 shall be transported to the proper station for construction, assembly, response to possible public concern.
3. Contractor shall 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.

**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.

**CONTRACTOR RESPONSIBILITIES**

Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

1. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
2. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
3. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
4. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, to include obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
5. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.
6. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
7. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.

### SUB-CONTRACTORS

1. Contractor must perform a minimum of 60% 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. Material and equipment staging areas will be kept in a clean and orderly fashion.
3. Provide on-site sanitary facilities as required by Governing agencies.
4. Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily until the millings are replaced with permanent asphalt.

### SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Contractor shall perform periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site shall be completely cleaned after each day of work. Contractor shall 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 City.
5. **Final Cleaning:** Upon completion of work, Contractor shall 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. Contractor shall provide submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
2. Contractor shall submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Contractor shall submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.

## SUBSTANTIAL COMPLETION PROCESS

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.

## 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).

### 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 shall be the Contractor's responsibility.

3. In no event shall the City be responsible for any damages to any of the Contractor's lost, damaged, destroyed, or stolen equipment, materials, property, or clothing.
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. (Safety Vest or equivalent)

### 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.

### INVOICING

1. All original invoices will be sent to: **City of Ocala Public Works Department** Project Manager, **Paul Constable, 1805 NE 30<sup>th</sup> Avenue, Bldg. 700 Ocala, FL 34470** E-mail: [pconstable@ocalafl.gov](mailto:pconstable@ocalafl.gov).
2. Contractor will invoice at least once a month.

### PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.