

BACKGROUND

1. The City of Ocala is seeking an experienced Contractor to provide services for the Water Resources Improvement Program.
2. This Contract consists of the construction of various water, sewer gravity/forced, reclaimed water, and pipe lining projects assigned to the Contractor based on the City's needs within the City of Ocala service area. The Contractor must perform all work to current City of Ocala Standards and Specifications throughout the Contract duration.
3. Contractor is responsible for providing all materials, labor, and equipment (in good working condition) to complete the assigned projects.

LICENSING, QUALIFICATION, CERTIFICATION AND REQUIREMENTS

1. **License Requirement:** The Contractor must be a licensed **Underground Utility, General or Building Contractor** in the State of Florida in order to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess ten (10) year business license and experience In underground utility construction.
3. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Bidder must possess MOT certification. One (1) person who is MOT certified must be on site at all times during construction.
4. **Additional Work:** If work has no line item unit price in the Contract, a written proposal of the work must be emailed to the Project Manager and agreed upon in writing by the City prior to the work being started.
5. **Labor Requirements:** 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.
6. 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 the link below, completed, and notarized.

<https://www.ocalafl.gov/home/showpublisheddocument/29503>

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 amount of \$1,00,000.
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.

PERMIT REQUIREMENTS

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - a) 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.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>
4. **Permit Submission Requirements:**
 - a) **If Road Closure is Needed:** Contractor must submit a City of Ocala ROW permit and MOT/TTC Plan a minimum of two (2) weeks prior to the projected time the project will start.
 - b) **If 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 to the City Project Manager

CONTRACT TERM

1. This is a two (2) year agreement. This agreement may be renewed for two (2) consecutive one (1) years terms. Any pricing increase for Contract renewal will be subject to negotiation, as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually. A renewal is contingent upon the availability of funds, satisfactory performance of the Contractor and other factors as determined by the City of Ocala.
2. Contractor agrees, as a condition for submitting a bid, that all projects 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 for each project assigned. Such "Notice to Proceed" will be issued at the pre-construction conference, after the Contractor and Project Manager have agreed upon the schedule. At no time will the Contractor be allowed to lag behind. A new "Notice to Proceed" for additional projects will not be issued if the Contractor has failed to properly complete and close out previous projects issued under this Contract.
3. The Contractor must have project signs in place, be able to mobilize, and begin construction no later seven (7) days of NTP date.
4. The Contractor shall complete the projects within the time limit specified in the "Notice to Proceed." The Contractor is responsible for accurately tracking Contract time and construction progress.
5. 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.
6. Contractor performance and execution of work will be considered in the determination for granting additional days.

GENERAL, WATER, SEWER GRAVITY & FORCE, RECLAIMED WATER, SEWER LINING CONSTRUCTION

1. Removal and replacement of existing sidewalk and curb & gutter.
2. Removal and replacement of existing landscape and sod.
3. Removal and replacement of asphalt, concrete sidewalks, and curb.
4. Removal and replacement of traffic signs, striping and signal loops.
5. Final grading and sod restorations.
6. Installation of new water mains, sewer mains, reclaimed water mains, force mains, fittings, and valves.
7. Installation of new fire hydrants or relocations.
8. Removal and replacement of water, reclaimed, or sewer services to new or existing mains.
9. Wet taps.
10. Abandonment of existing mains.
11. Installation of new manholes.
12. Installation of new sewer services or relocations.
13. Utility testing.
14. Abandonment of existing mains or manholes.
15. Point Repairs and or sectional liners on existing sewer mains or manholes.
16. Replacement of manhole rings & covers.
17. Sewer main assessment, cleaning, chemical grouting, and lining.

LIQUIDATED DAMAGES

1. The Contractor shall pay the City the **current FDOT liquidated damages rate amounts** 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.

SUB-CONTRACTORS

1. The prime Contractor must perform a minimum of 60% of the work with their own forces.

MOBILIZATION AND MAINTENANCE OF TRAFFIC

1. **Mobilization:** Obtaining of required permits and the moving of the Contractors operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of **OSHA** required notices and establishing of safety programs and procedures.
2. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per **FDOT 100 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.
3. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during construction. Furnish and install work zone pavement markings for **MOT/TTC** in construction areas. Provide any other special requirements for safe and expeditious movement of traffic specified in the Plans.
4. **MOT/TTC** includes all facilities, devices and operations as required for safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where construction operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. **FDOT** Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
5. Contractor must have one (1) person that is **MOT/TTC** certified on site at all times during construction.

WORK HOURS

1. The City's normal working hours are Monday through Friday from 7:00 AM to 5:00 PM.
2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/Project Manager. Inspectors are not obligated to work weekends.
3. Night work may be authorized or required when it is determined to reduce public impact or enhance safety. Such work shall not result in any additional cost to the City.
4. No work will be permitted on City observed holidays.
5. **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.
6. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.

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. **Exhibit C -Pipe Grouting, Lining & Rehab Measurement and Payment** attached as **Exhibit C**.
2. **City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and**

Sewer Infrastructure available at: <https://www.ocalafl.gov/government/city-departments-i-z/procurement-contracting-office/vendor-resources>

3. **Florida Department of Transportation Standard Specifications (FDOT) for Road and Bridge Construction, latest edition available at:**
<http://www.fdot.gov/programmanagement/Implemented/SpecBooks/>
4. **Marion County Standard Specifications available at:**
https://library.municode.com/fl/marion_county/codes/land_development_code?nodeId=LADECO_ART7_COSPDEDE_DIV3DEDE_S7.3.1TRST
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 documents at job sites at all times.

PROJECT REQUIREMENTS AND EXECUTION OF WORK

1. **Project Schedule:** Contractor must submit project schedule to the City Project Inspector/Project Manager for approval. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.
2. **As-Builts:** Upon final completion of each individual project, two signed and sealed as-builts hard copies and a CADD file 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.
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.
8. All water and force main shutdowns, connections, and abandonments must be verified through wet tapping to ensure a proper shutdown has been completed before cutting into the mains. This work is fully included in the scope of all water, sewer, and reclaimed water construction, and shall be performed at no additional cost to the City. Force mains require a 4" tap for suction.

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. On this Contract, an emergency off hours phone number must also be provided for emergency work.
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. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
6. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
7. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
8. 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

CONTRACTOR RESPONSIBILITIES

1. 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.
2. The Contractor shall obtain and pay for all 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. Contractor is responsible for any and all damages including but not limited to 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.

PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as the project progresses at locations that are approved by City Inspectors.
2. If during the contract time a sign becomes broken or inaccurate, Contractor will replace or make the sign accurate at no extra charge to the City of Ocala. Contractor is required to keep the City Council members names and positions up to date throughout the contract. (Detail G-31B in Specifications).

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.

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 millings or covered with an FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used the Contractor must maintain the millings daily to include weekends until the millings are replaced with permanent asphalt installed to City spec.

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 City.

5. **Final Cleaning:** Upon completion of work, clean the entire work and project site as applicable.
 - a) Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
 - b) Remove any foreign materials from exposed surfaces.
 - c) Broom clean exterior paved driveways and parking areas.
 - d) Hose clean sidewalks and concrete exposed surfaces.

SAFETY

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

SUBMITTALS

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

WARRANTY

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

SUBSTANTIAL COMPLETION PROCESS

1. When the Contractor considers the work as substantially complete, the Contractor shall submit to the City:
 - a) A written notice that the work or designated portion thereof is substantially complete.
 - b) A list of items to be completed or corrected.
2. Within a reasonable time after receipt of such notice, the City will 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, 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 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 to 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 two (2) hard copy signed and sealed "As Built" by a professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranty.

INVOICING

1. All original invoices will be sent to: Eric Giannino, Project Manager, Engineering & Water Resources

Department Administration, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470 or emailed to egiannino@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. There are no stored materials.
4. Contractor will be given a coversheet for their invoice. Invoicing must be completed on an A1A – G703 - Application & Certification type document for payment.
5. Payments will be made monthly based on the 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. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items.
3. This is a unit price contract. The City of Ocala will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs on the project.
4. **Three (3)** sample project(s) will be used to determine the low bidder. The project(s) will be selected prior to the bid opening and will be revealed and made available to contractors at the bid opening. The unit pricing from each contractor's bid will be priced out with the sample project(s) to determine the low bidder. The award of this contract will be based on the bidder whose pricing has the lowest total cost for all the sample project(s) combined. Award will be made to the lowest bidder meeting all requirements outlined herein.
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.
6. Bidder will honor prices for one hundred eighty (180) days after award of solicitation.