

**BACKGROUND**

1. The City of Ocala requires the services of an experienced Contractor to complete the construction of an access road to serve the north side of the Ocala Airport.

The roadway is 1,853 feet long, with a 24-foot paved surface, six-foot shoulders, two feet of which are paved. There will be an open ditch on the left side of the roadway for drainage to the treatment pond. The area will be served by public utilities including potable water, gravity sanitary sewer, a sanitary sewer pump station with force main, electrical service (by others), and street lighting (by others).

There will be a dry detention pond for stormwater attenuation and water quality treatment with some inlets and Class III RCP. The roadway will be constructed on space owned by the Ocala International Airport.

2. Major Items of Construction are as follows:
  - Erosion Control
  - Borrow Excavation
  - 8" Limerock Base Course
  - 8" Concrete
  - Sanitary Sewer Lift Station
  - Gravity Sanitary Sewer
  - Regular Excavation
  - 12" Stabilized Subgrade
  - 2" Superpave Asphalt (SP 12.5)
  - Performance Turf – Seeding
  - Force Main
  - Potable Water System

**EXPERIENCE AND LICENSING REQUIREMENTS**

1. **License Requirement:** The Contractor must be a **licensed Underground Utility, General or Building Contractor** in the State of Florida.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in providing roadway resurfacing services.
3. **FDOT Pre-Qualification Requirement:**
  - Grading
  - Flexible Paving
  - Hot Plant – Mix Bitum. Courses
  - **NOTE: Bidders must upload their current FDOT prequalification letter with their bid submission, or their bid may be considered non-responsive.**

**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. **Payment and Performance Bond:** The successful Bidder must submit a recorded Payment and Performance bond in the amount of the total bid.
3. **Maintenance and Guarantee Bond:** The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for the **10%** of the total project value, prior to final payment, for a period of **three** year(s) for labor and **three** year(s) 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.
  - **Note:** Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating\* of at least an A, showing the "City of Ocala" and the "FDOT" as an Additional Insured.

**PERMIT REQUIREMENTS**

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Right-of-Way (ROW) Utilization
  - Notice of Intent to FDEP for Overall Project Construction
2. **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>
3. **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:** The contract time to Substantial Completion is **240** calendar days. The contract time to Final Completion is **30** calendar days after substantial. Contractor agrees, as a condition for submitting a bid, that this project will be completed in the time agreed upon between the City and the Contractor. The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City. Such "Notice to Proceed" will be issued at the pre-construction conference. The Contractor must be able to mobilize and begin construction no later than 7 calendar days after notification and complete the project by the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind.

**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. 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.

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under.....	\$904
\$300,000 but less than \$2,000,000.....	\$1,685
\$2,000,000 but less than \$5,000,000.....	\$2,667
\$5,000,000 but less than \$10,000,000.....	\$3,813
\$10,000,000 but less than \$20,000,000.....	\$5,021
\$20,000,000 but less than \$40,000,000.....	\$7,442
\$40,000,000 and over.....	\$10,224 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

MOBILIZATION AND MAINTENANCE OF TRAFFIC/ TEMPORARY TRAFFIC CONTROL

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 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.

A. 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.

B. 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).

C. Contractor must have one (1) person that is MOT/TTC Advanced 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:** 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.
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3. **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:

1. Plan Set for the project attached as an exhibit.
2. Technical Specifications for North Development Road at OCF.
3. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure (dated 1/11/2024) available at: [www.ocalafl.gov/home/showpublisheddocument/24606](http://www.ocalafl.gov/home/showpublisheddocument/24606)
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. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition): <https://www.fdot.gov/design/standardplans/sprbc.shtm>
6. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>
7. Manual on Uniform Traffic Control Devices (MUTCD), available at: <https://www.fdot.gov/traffic/trafficservices/mutcd.shtm>
8. FDOT Design Standards available at: <https://www.fdot.gov/design/standardplans/DS.shtm>
9. 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.
10. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. Substantial completion date will start warranty period for each project assigned.

## CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided for all projects assigned.

2. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
3. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) 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 their operations at the work site, and be solely responsible for the acts or omissions of their employees.
7. No smoking is allowed on City property or projects.
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. All company vehicles and uniforms must have a visible company name/logo.

**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.
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**

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 any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Construction/Installation shall be in compliance with all requirements and instructions of applicable manufacturers.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Contractor will be responsible for inspector's overtime.

6. 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. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
8. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
9. **Erosion Sediment and Flood Control:** Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
10. **Testing Requirements:** 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 Engineer. Results of all required testing and inspections shall be submitted to the Engineer. 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.

## 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**. Staging areas will be located at (**SEE Plan set Sheet G1.1**). 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 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 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:** 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. **Final Cleaning:** Upon completion of work, clean the entire work area/project site as applicable.
  - A. Leave the work and adjacent areas affected in a clean condition satisfactory to the City Project Manager.
  - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*
  - C. Broom clean exterior paved driveways and parking areas and hose clean sidewalks and concrete exposed surfaces if impacted by work or included in work area.
  - D. All furnishings and equipment shall be placed back in their original locations.
  - E. All work areas must be returned to their original condition.

**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. The 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.

**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/operator manuals must be provided before the final payment request.

**INVOICING**

1. All original invoices will be sent to: Paul Constable, Project Manager, Engineering & Water Resources Department, 1805 SE 30<sup>th</sup> Avenue, Building 700, Ocala, FL 34470, email: PConstable@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.
4. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment.
5. Contractor shall submit a Construction Compliance with Specifications and Plans with each invoice.
6. Contractor shall also submit an updated schedule with each invoice.
7. Payments for items completed will be submitted monthly and will be 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. The quantities in Price Proposal are estimated and should not be construed as guaranteed minimums.
4. Bids will be received on a unit price basis.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.
6. AMOUNTS DUE TO THE CITY. Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.