

BACKGROUND

1. The City of Ocala requires the services of an experienced Florida licensed General Contractor to construct and install a concrete foundation for a 41.6 MVA transformer at Shaw Substation located at 3650 SW 42nd Street, Ocala, FL 34474.

City of Ocala Utility Services substation personnel will be on site during all construction phases, including concrete construction.

2. **Optional Site Visit:** A site visit is optional. Please contact the OEU Substation Division Supervisor, Bobby Whitehead, cell (352) 425-9210 to schedule a site visit. The staff member conducting the site visit will not answer any bid related questions. All questions will be submitted electronically through the City's e-Procurement website (ProRFx.com) by the question deadline.

EXPERIENCE AND LICENSING REQUIREMENTS

1. **Licensing Requirement:** Bidder must be a licensed as a General Contractor in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess five (5) years' experience with substation foundation installations and shall ensure that all personnel are properly qualified, trained, certified, and licensed in accordance with all applicable local, state, and federal rules, regulations laws, and standards to perform the work assigned.

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.

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.

CONSTRUCTION TIMEFRAME

1. **Construction Time:** The required start time after the City-issued Notice to Proceed (NTP) shall be a maximum of 7 calendar days to begin work. Work will be completed and ready for final payment within 45 days of the issued NTP.
 - *New foundations must achieve their required PSI per specifications within 28 days of installation.*
2. **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 **\$100.00** 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.

PROJECT SPECIFICATIONS

Anticipated Tasks:

1. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. Deliverables shall be accepted by the Ocala Electric Project Manager before payment for such work.
2. **Working Hours:** The normal/standard working hours for this project are 7:30 AM – 5:00 PM Monday through Thursday, 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.

PROJECT SPECIFICATIONS

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

1. Plan Set for the project attached as Exhibits - B, C, and D.
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: <https://bidocala.com/wp-content/uploads/City-of-Ocala-Standard-Specifications-for-Construction-8.02.21.pdf>
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. Florida Department of Transportation Standard Plans for Road and Bridge Construction (latest edition):
<https://www.fdot.gov/design/standardplans/sprbc.shtm>
5. Florida Department of Transportation Florida Greenbook (latest edition) can be obtained by downloading from: <https://www.fdot.gov/roadway/floridagreenbook/fgb.shtm>
6. Manual on Uniform Traffic Control Devices (MUTCD), available at:
<https://www.fdot.gov/traffic/traffic services/mutcd.shtm>
7. FDOT Design Standards available at: <https://www.fdot.gov/design/standardplans/DS.shtm>
8. All work must be in compliance with the Florida Building Code, latest edition. For information please visit the following link: <https://floridabuilding.org/c/default.aspx>
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 Electric Utility 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:
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

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 Electric Utility Project Manager. 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.
11. **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.

SUB-CONTRACTORS

1. Contractor 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 Electric Utility 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:** 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. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
 - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the Electric Utility 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 the original locations.
 - E. All work areas must be returned to original condition.

SUBMITTALS

1. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
2. 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.

WARRANTY

1. Contractor will provide a one-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: Lisa Crouthamel, Electric Utility Project Manager, Electric Utility Department, 1805 NE 30th Avenue, Building 400, Ocala, FL, email: lcrouthamel@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.

PRICING AND AWARD

1. Bids will be received on a lump sum basis. Lump sum amount must include all direct and indirect costs to complete the project.
2. Award will be made to the lowest bidder meeting all requirements outlined herein.

ATTACHMENTS

1. Exhibit A – Scope of Work
2. Exhibit B – Design Calculations
3. Exhibit C – Foundation Notes
4. Exhibit D – Foundation Details
5. Exhibit E – DBE Utilization Form