

**BACKGROUND**

The City of Ocala requires the services of an experienced Contractor(s) to complete the Projects that are assigned to the Annual Sidewalk and Miscellaneous concrete Contract. Projects within the program consist of:

- Concrete sidewalks
  - Concrete Driveways
  - Concrete Removal
  - Curb
  - Curb ramps
  - Conduit
  - Handrail
  - Traffic Separator
  - Concrete curb & gutter removal/replacement
  - Mitered Ends
  - Decorative Concrete
  - End walls
  - Sod
1. Rehabilitation of existing infrastructure will be on an "as requested" basis by the City. This may include any of the line items listed in this bid document. Work may also include restoration and sod of disturbed areas. Proper maintenance of traffic is required at all times.
  2. Plan Set - Construction plans for the Annual Sidewalk and Miscellaneous concrete Contract will be distributed to the Contractor for review as projects are defined and prioritized for construction. Upon receipt and review of plans, Contractor will provide a detailed quote for review by the City Project Manager.
  3. Contractor is responsible for providing all materials, labor, and equipment to complete the project.

**ESTIMATED QUANTITIES**

The quantities in Schedule of Bid Prices are estimated based upon past annual usage and should not be construed as guaranteed minimums.

**EXPERIENCE/CERTIFICATION REQUIREMENTS**

1. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Bidder 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.
2. **Experience Requirement:** Bidder must possess five (5) years' experience in providing sidewalk and concrete work.

**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."~~
2. ~~**Public Construction Bond:** Bond may be required at the discretion of the city based on project size.~~
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 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.ocalafl.org/government/city-departments-a-h/city-engineer-s-office>
4. **Permit Submission Requirements:**
  - A. **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.
  - B. **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.

**Contract Time**

1. The resulting Contract will be for an original term of two (2) years, with one (1), one (1) year renewal options. Any pricing increase for Contract renewal will be subject to negotiation, as approved by City of Ocala. In no case will the increase exceed three percent (3%) annually.

- A. 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 for each project, commencement of work will not to exceed seven (7) days from the issuance of the Notice to Proceed.
  - B. The Contractor shall complete the projects within the time limit specified in the "Notice to Proceed." At no time will the Contractor be allowed to lag behind. The Contractor is responsible for accurately tracking contract time and construction progress.
  - C. Contractor shall submit updated progress schedules with all pay applications. Unsubstantiated delays and/or consistent failure to meet progress schedules will be cause for the City to terminate the contract.
2. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather.
- A. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final.
  - B. Contractor performance and execution of work will be considered in the determination for granting additional days.

### SUB-CONTRACTORS

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

### LIQUIDATED DAMAGES

1. For individual projects, the Contractor shall pay the City using the schedule below 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 Contract Times or any proper extension thereof granted by the City, the Contractor shall pay an additional \$200.00 per day for each calendar day that expires after the time specified.

#### Original Contract Amount Daily Charge Per Calendar Day

\$299,999 and under.....	\$980
\$300,000 but less than \$2,000,000.....	\$1,699
\$2,000,000 but less than \$5,000,000.....	\$2,650
\$5,000,000 but less than \$10,000,000.....	\$3,819
\$10,000,000 but less than \$20,000,000.....	\$4,687
\$20,000,000 but less than \$40,000,000.....	\$7,625
\$40,000,000 and over.....	\$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

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.

#### MOBILIZATION AND MAINTENANCE OF TRAFFIC/TEMPORARY TRAFFIC CONTROL

1. **Mobilization & 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:** 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.
3. **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 Intermediate 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 5:30 PM.
2. If additional hours are necessary, the Contractor must give 48 hours advance notice to the Project Inspector/Project Manager.
3. Contractor will be responsible for inspector's overtime.
4. Night work will be allowed if it would result in less impact to the public or reduced safety issues at no extra cost to city.
5. No work will be permitted on City observed holidays.
6. Weekend work will only be allowed if inspectors are available. Inspectors are not obligated to work weekends.

**PROJECT SPECIFICATIONS**

This project will require the Contractor to follow the following plans and specifications and any other governing specifications that projects shall be constructed in accordance to:

1. Standard Specifications for Sitework attached as **Exhibit C**.
2. Commercial Conduit Policy as **Exhibit D**.
3. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: <chrome-extension://efaidnbmnnnibpcajpglclefndmkaj/https://www.ocalafl.org/home/showpublisheddocument/22736>
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.

**PROJECT REQUIREMENTS AND EXECUTION OF WORK**

1. All concrete work shall be 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 & Construction Equipment:** All material & 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:** 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.
9. Contractor must submit schedule for all projects that are expected to go over thirty (30) days of construction. This schedule must be submitted prior to the starting of a project and must be updated when the schedule is no longer accurate.

#### CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
3. The Contractor shall provide an assigned project manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email and address for the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel (safety vest or equivalent).
5. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.

6. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control his operations at the work site, and be solely responsible for the acts or omissions of his employees.
7. 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.

### PROJECT SIGNS

1. Contractor is required to provide two (2) portable signs to be relocated as project progresses at locations that are approved by City Inspectors.
2. If during the Contract time sign becomes broken or inaccurate, Contractor will replace or make sign accurate at no extra charge to the City of Ocala.
3. Sign Construction detail and Required information can be found in the City of Ocala Standard Details for Construction (FEB. 2023 edition) on Detail G-31A & G-31B

**The Cost to move signs to new project locations and the replacement of broken and inaccurate signs is to be included in the initial cost of each sign.**

### SURVEY LAYOUT

1. The City Engineer/Project Manager may, as required, establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work.
2. If the Contractor shall remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer, such stake, or benchmark shall be re-established by and at the Contractor's expense.
3. It shall be at the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operation and replace same if undermined. Corner locations known by the City will be available to the Contractor.
4. All survey work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6G17 of the Florida Administrative Code.

### TESTING REQUIREMENTS

1. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to City Engineer.



2. Results of all required testing and inspections shall be submitted to the project inspector to achieve Final Completion Certification. For other requirements for Tests and Inspection refer to Article 14 in the City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.

### EROSION SEDIMENT AND FLOOD CONTROL

1. Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
2. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.

### 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.
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.

### SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is **mandatory**.



4. **Individual Project Cleaning:** At completion of each individual project, Contractor shall remove from the site all tools, equipment, surplus materials, debris, temporary facilities, scaffolding, and equipment. The areas of work shall be swept thoroughly and all marks, stains, rust, dirt, paint drippings, and the like shall be removed from all new and existing work, to the satisfaction of the Owner.
5. **Final Cleaning:** Upon completion of work, clean entire work and project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager/City Engineer.
  - B. Remove any foreign materials from exposed surfaces.
  - C. Broom clean exterior paved driveways and parking areas.
  - D. Hose clean sidewalks and concrete exposed surfaces.

### 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 damages to any of the Contractor's equipment, materials, property or clothing lost, damaged, destroyed or stolen
4. All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. (Safety Vest or equivalent)

### 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. 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 make an inspection to determine the status of completion.
3. Should the City determine that the work is not substantially complete:
  - A. The City will promptly notify the Contractor in writing, giving the reasons therefore.
  - B. The Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion to the City.
4. The City will re-inspect the work. When the City finds that the work is substantially complete, the City shall prepare a Certificate of Substantial Completion with a list of items (punch list) to be completed or corrected before final payment.

**FINAL COMPLETION PROCESS**

1. When the Contractor considers the work complete, the Contractor shall submit written certification that:
  - A. Contract documents have been reviewed.
  - B. Work has been inspected for compliance with Contract documents.
  - C. Work has been completed in accordance with Contract documents.
  - D. Equipment and systems have been tested in the presence of the City representative and are operational.
2. The City will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the City consider that the work is incomplete or defective:
  - A. The City will promptly notify the Contractor in writing, listing the incomplete or defective work.
  - B. The Contractor shall take immediate steps to remedy the stated deficiencies and send a second written certification to the City that the work is complete.
  - C. The City will re-inspect the work.
4. When the City finds that the work is acceptable under the Contract documents, the City shall request the Contractor make closeout submittals.
5. **Final Application for Payment:** The Contractor shall submit the final application for payment in accordance with the procedures and requirements stated in the scope of work and general conditions.

**CONTRACTOR CLOSEOUT DOCUMENTS**

1. Evidence of compliance with requirements of governing authorities.

2. Consent of Surety to final payment.
3. Approved project record documents include electronic (CADD) and hard copy signed and sealed "As Built" by professional surveyor.
4. Completion of all submittals as required by Contract documents.
5. Warranties and operational manuals (2 copies).

## INVOICING

1. All original invoices will be sent to: Paul Constable, Project Manager, Engineering & Water Resources Department Administration, 1805 NE 30th Avenue, Building 700, Ocala, FL 34470, [Dthomas@ocalafl.org](mailto:Dthomas@ocalafl.org).
2. A five percent (5%) retainage will be held on the funds until the project has been accepted and issued a final completion by the Owner.
3. Contractor will invoice at least once a month.
4. Contractor will be given a coversheet for their invoice. This coversheet must be filled out correctly and submitted with each invoice.
5. Payments 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 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 services performed such as cutting, grinding stumps, tree removal, trimming, etc.
5. Contractor is required to take a cellphone picture of the tree's circumference 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.
6. The award will be made in the best interest of the City, as determined by the City, based upon the lowest total bid amount, to the two (2) lowest responsive bidders that meet the requirements listed in this bid. Bids will be received on a Unit Price basis. However, sample project(s) will be used to determine the low bidder. The sample project(s) will be selected prior to the bid opening and will be revealed and made available to Contractors at the bid opening.

The low bidder will be awarded a primary Contract, and the second low bidder will be awarded a secondary Contract. The secondary Contract will be utilized when there is an overflow of work, or in any instance which the primary Contractor cannot be reached.

7. Prior to Contract award, any bidder may be required to show that the company has the necessary staffing, equipment, ability, and financial resources to perform the work specified in a satisfactory manner.