

BACKGROUND

1. The City of Ocala requires the services of an experienced contractor to complete the construction of Ocala International Airport (OCF) Runway 36 RSA Grading.

The scope of the project consists of furnishing all labor, materials, equipment, supervision, and incidentals necessary to complete the Runway 36 Runway Safety Area (RSA) Grading Project at Ocala International Airport (OCF) in accordance with the Contract Documents.

The primary objective of the project is to regrade the Runway 36 RSA to meet current Federal Aviation Administration (FAA) design standards. Work includes site preparation, demolition, earthwork, grading, material reuse, and site restoration. The Contractor shall remove the existing gravel service road, strip and stockpile topsoil, and salvage suitable aggregate for reuse. Reusable materials shall be stockpiled and protected in accordance with the Contract Documents.

Earthwork operations shall include excavation, placement of approved fill, and fine grading to achieve the design elevations and slopes. Fill material shall consist of approved AASHTO A-3 material or equal and shall be placed and compacted in accordance with specifications. The finished RSA shall be stable and compliant with FAA requirements.

Additionally, the Contractor shall reinstall the salvaged gravel service road for final restoration, including placement of topsoil, finish grading, and sodding of disturbed areas. The Work includes protection and modification of existing airfield infrastructure, including utilities, lighting systems, and NAVAIDS. The Contractor shall adjust the elevations of select Medium Intensity Approach Lighting System with Runway Alignment Indicator Lights (MALSR) to accommodate the proposed grading as shown on the engineering plans. The Contractor shall coordinate with a concurrent FAA project for the installation of conduits and associated infrastructure serving FAA utilities within or adjacent to the project limits. This coordination shall include scheduling and sequencing, of construction operations.

All work shall be performed within the Air Operations Area (AOA) in accordance with the approved Construction Safety and Phasing Plan (CSPP). The Contractor shall comply with all safety, security, and operational requirements, including access control, haul routes, and Foreign Object Debris (FOD) management. Work will be performed in a single phase during nighttime hours and will require temporary runway closures. The Contractor shall coordinate closures with the Owner and support issuance of Notices to Air Missions (NOTAMs).

The Contractor shall provide and maintain all temporary safety measures, including barricades, warning devices, and lighted "X" runway closure markers, and shall maintain a clean and safe work environment throughout the project. Upon completion, all disturbed areas shall be restored and the site left in a condition acceptable to the Owner and Engineer.

2. Badging of individuals in supervisory positions will be required. Allow 2 hours for the badging process. There is no cost for the badges.

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

1. The City of Ocala adopts FDOT's goal of 10.65% as a race-neutral DBE goal. This means the City's goal is to spend at least 10.65% of contract expenditures with certified DBE's as prime firms, or as subcontractors/sub-consultants. Race-neutrality means the City hopes the overall goal can be achieved

through the normal competitive procurement process without using DBE required goals. FDOT funded projects have an overall DBE goal of 10.65%. For projects specifically for the Ocala International Airport, the DBE goal is 12%. Although not a contract requirement, the City believes this DBE percentage can realistically be achieved on projects through use of DBE prime and DBE subcontractors performing services anticipated on projects. Prime contractors or consultants may be requested to submit a DBE Utilization form indicating their firm's proposed use of DBE subcontractors. Prime construction contractors for FDOT-funded projects are required to visit <http://www.fdot.gov/equalopportunity/eoc.shtm> to register and submit their DBE commitments online.

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 will be required to furnish a certified, recording Public Construction Bond (as security for the faithful performance of the payment of all bills and obligations arising from the performance of the contract) in an amount not less than the total contract amount.
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 one (1) year for labor and one (1) year for materials from the date of final completion.

LICENSING, EXPERIENCE AND REFERENCES REQUIREMENTS:

1. **Licensing Requirement:** Bidder must be a licensed General Contractor in the State of Florida to submit a bid for this project. Proof of valid licensing per the Florida Department of Business and Professional Regulations will be verified.
2. **Experience Requirement:** Bidder must possess a minimum of 5 years' experience in providing commercial/industrial building construction services. Bidders must provide three (3) work projects completed within this timeframe with bid submission.
3. **References Requirement:** Contractor must provide three (3) verifiable professional references.
4. **FDOT Pre-Qualification Requirement:** Bidder must be FDOT Pre-Qualified with reviewed financial statements in the following work classes in accordance with Florida State Statute 337.14 and Florida Administrative Code 14-22.
 - Grading

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.

Contract Time

1. The resulting contract will be for **SIXTY (60)** calendar days. All work shall be substantially completed by the Contractor in a manner satisfactory to the City Project Manager within THIRTY (30) days of the start date indicated on the Notice to Proceed and ready for final payment within THIRTY (30) days of substantial completion.
 - A. The Contractor shall complete the project 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.
 - B. Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least ten (10) days prior to the start of work. The project schedule shall be prepared as a network diagram in Critical Path Method (CPM), Program Evaluation and Review Technique (PERT), or other format, or as otherwise specified. It shall include information on the sequence of work activities, milestone dates, and activity duration. The schedule shall show all work items identified in the project proposal for each work area and shall include the project start date and end date.
 - C. The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the contract.

SUB-CONTRACTORS

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

LIQUIDATED DAMAGES

See Exhibit D – General Provisions subsection 80-08 Failure to complete on time.

The Contractor shall pay the City 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.

Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
\$299,999 and under	\$1,318
\$300,000 but less than \$2,000,000.....	\$1,609
\$2,000,000 but less than \$5,000,000.....	\$2,529
\$5,000,000 but less than \$10,000,000.....	\$3,498
\$10,000,000 but less than \$20,000,000.....	\$4,752
\$20,000,000 but less than \$40,000,000.....	\$6,703
\$40,000,000 and over	\$11,171 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar)

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.

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.

CONTRACTOR EMPLOYEES AND EQUIPMENT

See Exhibit D – General Provisions subsection 80-05 Character of Workers, Methods, and Equipment

SURVEY LAYOUT

See Exhibit D – General Provisions subsection 50-07 Construction Layout and Stakes

See Exhibit G – Technical Specifications – Item 02000 Construction Layout and Topographic As-Built Survey

TESTING REQUIREMENTS

See Exhibit F – General Construction Items - Item C-100 – Contractor Quality Control Program (CQCP)

CONSTRUCTION WORK AREAS

See Exhibit D – General Provisions subsection 40-09 Access to the work

SAFETY

1. The Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction and the approved CSPP.
2. 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.
3. Prior to completion, storage and adequate protection of all material and equipment will be the contractor's responsibility.
4. 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.

SUBMITTALS

See Exhibit F – General Requirements Section 01300- Submittals

WARRANTY

See Exhibit D – General Provisions subsection 90-10 Construction Warranty

FINAL COMPLETION PROCESS

See Exhibit D – General Provisions subsection 50-15 Final Acceptance

CONTRACTOR CLOSEOUT DOCUMENTS

See Exhibit D – General Provisions subsection 90-11 Contractor Final Project Documentation and subsection 90-12 Liens.

INVOICING

See Exhibit D – General Provisions subsection 90-06 Partial Payments

PRICING AND AWARD

1. Bids will be received on a Unit Price basis. The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs.
2. Award will be made to the lowest bidder whose pricing has the lowest total cost for the project.
3. Bidder will honor prices for **One Hundred Eighty (180) days** after award of solicitation.
4. 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 <https://www.ocalaf1.gov/home/showpublisheddocument/29503> and must be notarized.

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.