

BACKGROUND

1. The Contractor shall complete the construction of the North Complex Trailer Yard Shed. The project site is located directly north of the City of Ocala Municipal Complex across NE 21st Street in Marion County, FL. The Contractor shall provide all labor, materials, and equipment necessary to complete this project per the exhibits.

EXPERIENCE AND LICENSING REQUIREMENTS

1. **Licensing Requirement:** Bidder must be a licensed General Contractor; licensed in the State of Florida, to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess (5) years' experience in providing building construction.

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 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.

PERMIT REQUIREMENTS

1. **Permits Required:** The Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
 - Building
 - Electrical
 - Plumbing
2. **Estimated Permit Cost:** The estimated permit costs are \$500.
3. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>
4. **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 100 calendar days. The contract time to Final Completion is 20 calendar days after substantial. The 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 10 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.

2.
- Lead Time:** The maximum acceptable lead time on materials is two (6) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt of materials by the Contractor.

LIQUIDATED DAMAGES

1.
- 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.
2.
- Applicable liquidated damages are the amounts established in the following schedule:
- | 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 | \$10,467 plus 0.00005 of any amount over \$40 million (Round to nearest whole dollar) |
3.
- 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.
4.
- 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.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
 - Construct a 160' x 40' x 19'5" (approximately) open bay, covered steel structure.
 - This structure will be a six-bay designed with an interior roof clearance of 13' 7" with concrete floor to park and store line equipment, trailers, and tools.
 - Install electrical components per plan.
 - Install 1" water service with hose bibb.
 - Contractor to remove and discard existing asphalt / limerock to install concrete apron.
 - Coordination with other contractor entities may be required. All work shall be performed in accordance with the Plan Set and Project Specifications.
2. **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.
3. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 5:00 PM Monday through Friday, excluding holidays. The 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.
4. **Emergency Work Hours:** The Contractor must have available staff on-site and prepared to begin work within two (2) hours of 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. The Plan Set for the project is attached as an exhibit.
2. City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure available at: www.ocalafl.gov/home/showpublisheddocument/24606
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 documents at job sites at all times.
10. All material & construction equipment must meet FDOT Standard Specifications for Road and Bridge, latest edition. The substantial completion date will start the warranty period for each project assigned.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. An employee roster must be provided for all projects assigned.
2. The 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. The 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.
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 carefully study and compare the contract documents and shall at once report to the City any error, inconsistency or omission he/she may discover; bring any conflicts to the attention of the City for resolution prior to commencing work on items affected.
3. The Contractor shall not be compensated for the addition of structural components when the omission, mislabeling or other deficiency should have been noted during the bidding phase, and brought to the City's attention.
4. The Contractor shall perform no portion of the work at any time without contract documents or where required, approved shop drawings, product data or samples for such portion of the work.
5. Verify all existing field conditions and dimensions prior to commencing construction.
6. Advise City of dimensional discrepancies between architectural and structural drawings prior to commencing construction of affected elements.
7. The Contractor shall obtain and pay for any and all licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
8. Construction shall be in compliance with all requirements and instructions of applicable manufacturers.
9. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
10. All dimensional coordination shall be done by the Contractor and/or his detailer.
11. All structural steel shall be fabricated and erected in accordance with the latest AISC Code.
12. All exposed steel shall receive one (1) coat bonding primer and two (2) coats semi-gloss metal/latex paint.
13. Steel beams installed in parallel with steel joists must have camber equal to bar joists.
14. All shop and field welding shall be performed by welders qualified, as described in "American Welding Society's Standard Qualification Procedure" (AWS D1.1). to perform the type of work required.
15. All connections shall be bolted with $\frac{3}{4}$ " diameter, A-325 high-strength bolts or welded (unless shown otherwise on the drawings).
16. All aluminum and steel members shall be treated or properly separated to prevent galvanic and corrosive effects.
17. Reinforcing steel shall not be tack welded for any reason.

18. The Contractor shall have shop drawings which have been satisfactorily reviewed by the City and confirmed by the Contractor before proceeding with any work.
19. 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.
20. All joists shall have a shop coat of rust inhibitive non-bituminous paint.
21. Joist fabricator shall have a specialty engineer registered in the State of Florida sign and seal joist shop drawings. These shop drawings shall contain a statement certifying that the steel joist can safely resist the wind uplift forces as noted.
22. 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.
23. Electrical work shall comply with all applicable codes as enforced by the authorities having jurisdiction, including (but not limited to) NFPA 70 National Electric Code and NFPA 101 Life Safety codes.
24. Power conductors shall be copper with 75°C THWN/THHN insulation, #12 AWG minimum and be enclosed in raceway (unless noted otherwise).
25. Provide equipment green ground conductor in all raceways.
26. Raceways, enclosures, boxes, etc. shall be kept protected against entry of construction debris. Re-cover all boxes until wire pulls and devices are installed.
27. The Contractor will be responsible for installing electric service, piping, and wire from new shed to electrical pull box. Contractor to coordinate with OEU when accessing pull box to assist with safety protocols.
28. The Contractor will be responsible for installing water service to proposed to shed. Tying into the existing water service from the OFN building and installing 1' sch 40 PVC and ¾" hose bibb with non-freeze anti-siphon wall faucet with integral backflow preventer and tee key operator.
29. 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.
30. **ENGINEERED METAL BUILDING DESIGN SHALL BE PROVIDED TO THE CITY FOR REVIEW PRIOR TO THE START OF ANY WORK**
31. **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.
32. **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 30% 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 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. The 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. The 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, the 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 area/project site as applicable.
 - A. Leave the work and adjacent areas affected in a cleaned 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 the 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. 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. 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. Contractor will provide a three-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: Jimmy Lopez, Project Manager, Engineering Department, 1805 NE 30th Avenue, Building 700, Ocala, FL. 34470 email: jlopez@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.
3. 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.