

BACKGROUND

1. The City of Ocala (City) requires the services of an experienced Contractor to provide traffic control/flagging services on an as-needed basis. Traffic control services will support Ocala Electric Utilities (OEU).
2. Contractor will help with road closures, and protection of the public from work performed by OEU. Contractor shall provide all labor, supervision, materials, proper PPE, tools, and equipment necessary to properly maintain control of traffic.

SCOPE OF SERVICES

The first project will be to assist the department with the "Reconductoring Project" on NE 25th Avenue, Ocala, FL. The project will include the closure of approximately 2000 feet of the southbound lane of NE 25th Avenue, starting at NE 35th Street to the north side.

The following will apply for this specify project only:

- a) Work weeks will be 8-hour blocks between 6AM and 5PM, 4 days a week.
- b) Services will be required for a total of up to 10 weeks, split into 1 4-week period and 1 6-week period. Up to one month between the periods when services will not be required.
- c) Specific days/days of the week may be flexible and will be coordinated on a daily basis with the Line Crew Foreman in charge of the project.

As-Needed Projects

The scheduling for future projects will be provided by OEU on a case-by-case basis and relayed to Contractor.

Upon receiving notification from the OEU, Contractor shall be available to provide traffic control, labor and equipment services during the time period requested.

LICENSING AND EXPERIENCE REQUIREMENTS

1. **Licensing Requirement:** Bidder must be a licensed as a MOT/TTC (Maintenance of Traffic/Traffic Control Coordination) Provider in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Contractor must possess 5 years' experience in providing MOT/TTC in accordance with FDOT standards and shall be certified by FDOT to perform this work.

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.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of three (3) years.
2. **Renewals:** Two (2) optional, one-year renewal term.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Contractor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

WRITTEN QUOTES

1. Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. Contractor shall submit an itemized not-to-exceed price, giving a full description of the project for each project covered by this contract.
2. Written quotes shall list the location, name and address. The project estimate shall list each and every item per bid specifications, i.e., items and quantity, and all hardware items used. Each quote shall be submitted to the City Project Manager by email with a clear sketch or drawing (if applicable).

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. Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number 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.
3. At the request of the City, Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and Contractor must each be promptly notified by the other of any complaints received.
4. The employees of Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. 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.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.

CONTRACTOR RESPONSIBILITIES

1. 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. 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 Contractor is advised to leave a property by the property owner or their representative, 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 inspectors' 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, 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 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. 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. **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.

SAFETY

1. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, 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. In no event shall the City be responsible for any damages to any of Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be Contractor's responsibility.

INVOICING

1. All original invoices will be sent to: Ocala Electric Utility, 1805 NE 30th Avenue, Building 400, Ocala, FL, email: Elecadmingrp@ocalafl.gov
2. Contractor will invoice at least once a month.
3. Contractor will be given a coversheet for their invoice. This cover sheet must be filled out correctly and submitted with each invoice.

PRICING AND AWARD

1. Contractor must upload a completed Exhibit B - Price Proposal with their response. Contractor must bid on all line items, with the exception of optional items.
2. The quantities in Price Proposal are estimated based upon estimated annual usage and should not be construed as guaranteed minimums.
3. Bids will be received on a unit price basis. The City will pay Contractor only for the actual units that Contractor provides, installs, or constructs.
4. Award will be made to the lowest, most responsive and responsible bidder meeting all the requirements outlined herein.
5. Awarded Contractors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Contractors 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).