

BACKGROUND

1. The City of Ocala seeks bids from experienced and qualified Contractors to furnish foundation waterproofing services for the Facilities Department at **City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**
2. **MANDATORY PRE-BID MEETING:** A mandatory pre-bid meeting and site visit will be held on **Monday, September 8, 2025**, at **10:00am** at **City Hall, 110 SE Watula Avenue, Ocala, FL 34471.**

EXPERIENCE AND LICENSING REQUIREMENTS

1. **Licensing Requirement:** Bidder must possess a valid General Contractor's License in the State of Florida to submit a bid for this project.
2. **Experience Requirement:** Bidder must possess 5 years' experience in waterproofing and foundation repair.

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:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the city:
 - Building
 - Any other permits necessary to complete the project.
2. **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 receive all required permitting is 21 calendar days. The Contract time to Final Completion of the project is 21 calendar days after all permits have been issued. 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 21 calendar days after notification and complete the project by the time limit specified in the "Notice to Proceed."

LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$500.00** 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.

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.
 - Remove vegetation and irrigation system as needed from the work area.
 - Excavate the designated area to the necessary depth to ensure proper waterproofing of the west foundation wall
 - The work area must be marked, secured, and fenced to ensure public safety.
 - Prepare all surfaces and repair any foundation/wall cracks using industry standard practices and materials.
 - Use a primer, waterproofing sealer, and membrane mesh designed to withstand water pressure up to 1.5 bar (21 psi) for effective protection against water intrusion.
 - Waterproofing materials and application process must meet or exceed ASTM D5385 standard for hydrostatic resistance of waterproofing membranes.
 - Install an external drain system to collect and channel groundwater away from the west foundation wall.
 - Fill all the excavated areas and grade to direct water away from the west foundation wall.
2. **Deliverables:** The Contractor shall provide weekly 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 6:00 AM – 6:00 PM Monday through Friday, excluding holidays. The Contractor shall provide (forty-eight) 48-hour advance notice to the City Project Manager for work outside of 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 notification of any work deemed "Emergency" (this includes all storm-related emergencies). If the work is not completed or staff are 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 into 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 specifications:

1. 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>
2. The Contractor must have up to date copies of shop drawings, plans and bid documents at job sites at all times.
3. All material & construction equipment must meet OSHA Standard Specifications for construction, electrical, plumbing, and mechanical, latest edition. A substantial completion date will start with the warranty period for each project assigned.

WRITTEN QUOTES

1. The Contractor shall submit a detailed written estimate of the proposed services prior to any work being performed by the Contractor. Written quotes shall be submitted within three (3) days of the initial request by the City. The 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. An employee roster must be provided for all projects assigned.
2. Contractors 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, safety glasses, ear protection, safety shoes, etc.)
6. Contractors 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. Contractors 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:
 - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - B. 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 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. The Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Contractors will be responsible for inspectors' overtime.
6. Contractors are 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 the 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, PowerPoint, Access, or any other software as specified and approved by City staff.

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.**

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. Contractors 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.
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. **Final Cleaning:** Upon completion of work, clean the 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 on site.*
 - C. Broom cleans 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 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. Contractors 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 damage to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

WARRANTY

1. The Contractor will provide a 10-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: Charles Stewart, Project Manager, Facilities Department, 1805 NE 30th Avenue, Building 200, Ocala, FL 34470, email: cstewart@ocalafl.gov.
2. The Contractor will invoice at the completion of the project once all final inspections have been approved.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bids will be received on a lump sum basis. Lump sum amount must include all the direct and indirect costs to complete the project.
3. Award will be made to the lowest bidder meeting all requirements outlined herein.