



TRANSPORTATION PLANNING ORGANIZATION

Marion County Commission Auditorium
601 SE 25th Avenue, Ocala, FL 34471

February 28, 2017

4:00 PM

AGENDA

1. CALL TO ORDER AND ROLL CALL

2. PROOF OF PUBLICATION

3. ACTION ITEMS

A. TRANSIT SHELTER CONTRACT

Staff will present the transit shelter proposal for the 11 identified locations for review and approval. Staff is recommending approval of the lowest bid by Daly & Zilch, Inc.

4. DISCUSSION ITEMS

A. TRANSIT DEVELOPMENT (TDP) PLAN UPDATE

Tindale Oliver will present an overview of the TDP, an up to date progress report and ask for direction on the TDP update and outline the next steps.

5. CONSENT AGENDA

A. Approval of Minutes

6. COMMENTS BY FDOT

7. COMMENTS BY TPO STAFF

8. COMMENTS BY TPO MEMBERS

9. PUBLIC COMMENT (Limited to 5 minutes)

10.ADJOURNMENT

If reasonable accommodations are needed for you to participate in this meeting, please call the TPO Office at (352)629-8297 forty-eight (48) hours in advance so arrangements can be made.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the TPO with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The next regular meeting of the Ocala/Marion County Transportation Planning Organization will be held on March 28, 2017.



MEMORANDUM

FEBRUARY 28, 2017

TO: TPO MEMBERS

FROM: MICHAEL DANIELS, DIRECTOR

SUBJECT: TRANSIT SHELTERS

At the October 25, 2016 TPO Board meeting, a motion was passed to bid out the construction of 11 transit shelters and corresponding site work. The Invitation to Bid was sent out on February 6th and closed on February 23rd. Three bids were received. Staff is recommending that Daly & Zilch, Inc. be approved for the contract as the low bidder. The lump sum costs for each bid are broken down by location for the shelters and site work. Staff has provided the following information below:

- Cost Comparison for all three bids by location
- Cost Comparison for all three bids sorted by average monthly ridership per stop
- Transit shelter locations
- Transit shelter design
- Transit shelter and site work specifications
- The full bids for all three contractors

Table 1: Cost Comparison for all three bids by location

Bidder Name:		Acolite & Claude United Signs Co., Inc.	Daly & Zilch (FL), Inc.	AAA Affordable Structures, Inc.
Location:		Hialeah, FL	Lecanto, FL	Tavares, FL
Item No.		Lump Sum Cost	Lump Sum Cost	Lump Sum Cost
1	Transit Shelter ID #2041	\$20,250.63	\$16,917.60	\$16,164.00
2	Transit Shelter ID #2042	\$20,250.63	\$16,917.60	\$16,164.00
3	Transit Shelter ID #2043	\$20,250.63	\$16,677.60	\$16,164.00
4	Transit Shelter ID #3022	\$20,250.63	\$16,257.60	\$16,164.00
5	Transit Shelter ID #3032	\$20,250.63	\$16,137.60	\$16,164.00
6	Transit Shelter ID #3043	\$20,250.63	\$14,545.20	\$16,164.00
7	Transit Shelter ID #3044	\$20,250.63	\$16,557.60	\$16,164.00
8	Transit Shelter ID #4005	\$20,250.63	\$14,845.20	\$16,164.00
9	Transit Shelter ID #5032	\$20,250.63	\$14,035.20	\$16,164.00
10	Transit Shelter ID #5033	\$20,250.63	\$14,065.20	\$16,164.00
11	Transit Shelter ID #6008	\$20,250.63	\$16,707.60	\$16,164.00
Total Bid Amount:		\$222,756.93	\$173,664.00	\$177,804.00

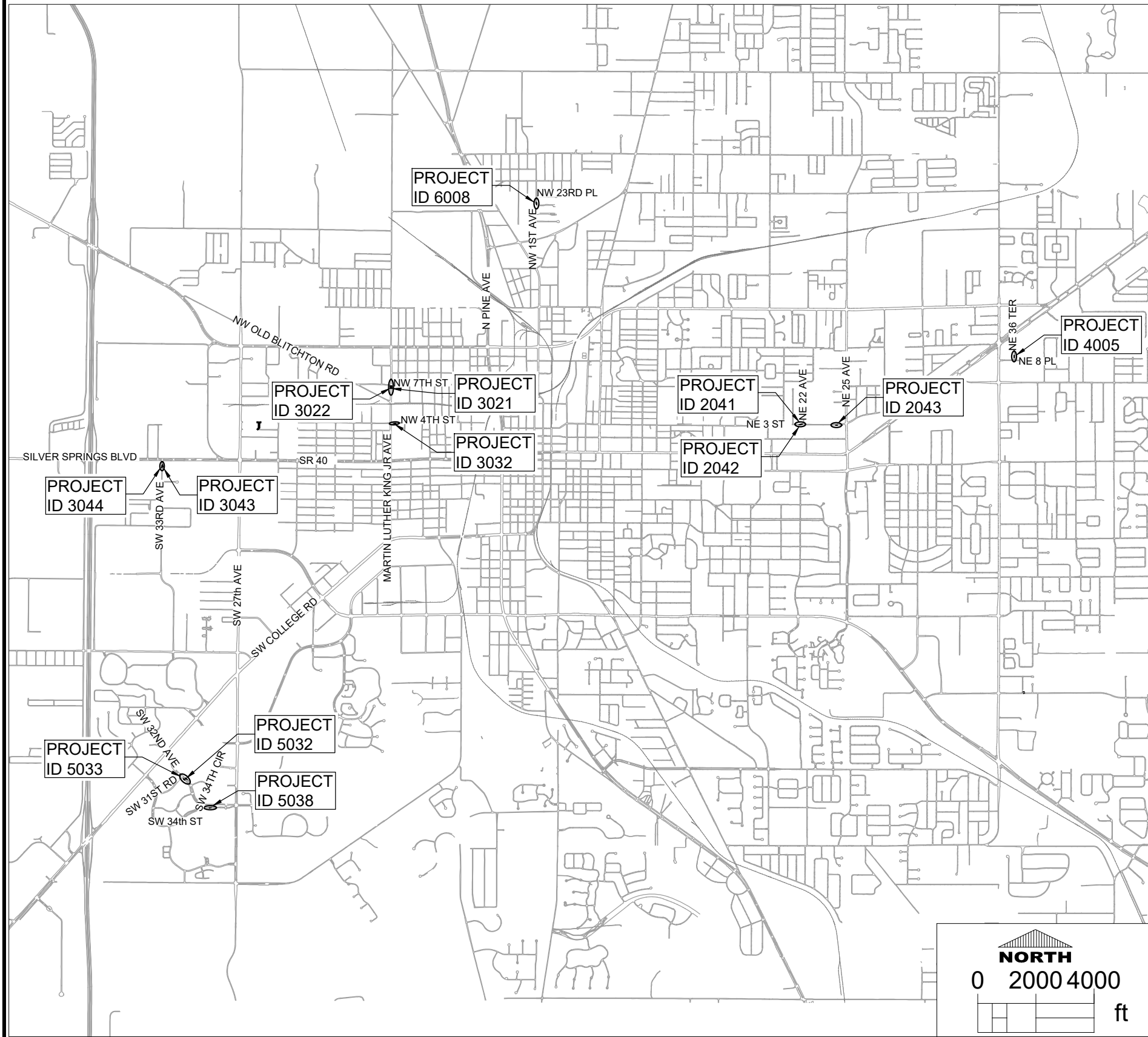
Table 2: Cost Comparison for all three bids sorted by monthly ridership per stop:

ID	Average Monthly Ridership	<u>Bid Breakdown by Location</u>		
		Daly & Zilch, Inc.	AAA Affordable Structures, Inc.	Acolite & Claude United Signs Co., Inc.
Transit Shelter ID #3043	209	\$14,545.20	\$16,164.00	\$20,250.63
Transit Shelter ID #3044	206	\$16,557.60	\$16,164.00	\$20,250.63
Transit Shelter ID #6008	201	\$16,707.60	\$16,164.00	\$20,250.63
Transit Shelter ID #4005	195	\$14,845.20	\$16,164.00	\$20,250.63
Transit Shelter ID #2041	167	\$16,917.60	\$16,164.00	\$20,250.63
Transit Shelter ID #2043	135	\$16,677.60	\$16,164.00	\$20,250.63
Transit Shelter ID #3032	133	\$16,137.60	\$16,164.00	\$20,250.63
Transit Shelter ID #5033	118	\$14,065.20	\$16,164.00	\$20,250.63
Transit Shelter ID #2042	117	\$16,917.60	\$16,164.00	\$20,250.63
Transit Shelter ID #3022	82	\$16,257.60	\$16,164.00	\$20,250.63
Transit Shelter ID #5032	18	\$14,035.20	\$16,164.00	\$20,250.63
Total Number of Shelters Included in Bid: 11	Bid Total:	\$173,664.00	\$177,804.00	\$222,756.93

Transit Shelter Locations Included in Bid

ID	Stop Location Description	Average Monthly Ridership	Bid Breakdown by Location		
			Daly & Zilch, Inc.	AAA Affordable Structures, Inc.	Acolite & Claude United Signs Co., Inc.
Transit Shelter ID #3043	SW 33rd Ave south of SR 40	209	\$14,545.20	\$16,164.00	\$20,250.63
Transit Shelter ID #3044	SW 33rd Ave south of SR 40	206	\$16,557.60	\$16,164.00	\$20,250.63
Transit Shelter ID #6008	NW 1st Ave south of NW 23rd Pl	201	\$16,707.60	\$16,164.00	\$20,250.63
Transit Shelter ID #4005	NE 36th Terr north of NE 8th Pl	195	\$14,845.20	\$16,164.00	\$20,250.63
Transit Shelter ID #2041	NE 3rd St west of NE 22nd Ave	167	\$16,917.60	\$16,164.00	\$20,250.63
Transit Shelter ID #2043	NE 3rd St west of NE 25th Ave	135	\$16,677.60	\$16,164.00	\$20,250.63
Transit Shelter ID #3032	NW 4th St east of NW MLK Ave	133	\$16,137.60	\$16,164.00	\$20,250.63
Transit Shelter ID #5033	SW 32nd Ave south of SW 31st Rd	118	\$14,065.20	\$16,164.00	\$20,250.63
Transit Shelter ID #2042	NE 3rd St west of NE 22nd Ave	117	\$16,917.60	\$16,164.00	\$20,250.63
Transit Shelter ID #3022	NW MLK Ave south of NW 7th St	82	\$16,257.60	\$16,164.00	\$20,250.63
Transit Shelter ID #5032	SW 32nd Ave south of SW 31st Rd	18	\$14,035.20	\$16,164.00	\$20,250.63
Total Number of Shelters Included in Bid: 11		Bid Total:	\$173,664.00	\$177,804.00	\$222,756.93

PROPOSED BUS SHELTERS 2017 (PHASE 1)



INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1.....	COVER
2.....	GENERAL NOTES
3.....	BUS SHELTER DETAILS
4-14.....	PLAN

100% PLANS
DATE: 2/2/17

UTILITY COMPANIES		
UTILITY COMPANY	PHONE NUMBER	EMERGENCY
EMBARQ	(352) 368-8817	(352) 622-0111
CITY OF Ocala ELECTRIC	(352) 351-6620	(352) 351-6666 LEAVE MESSAGE
CITY OF Ocala WATER/SEWER	(352) 629-8521	(352) 351-6775
COX COMMUNICATIONS	(352) 873-5629	(352) 854-0055
TECO GAS	(352) 622-0112	1-817-832-6747
AT&T	(352) 237-2383	
MCI WORLDCOM	(352) 258-8711	



SHEET DESCRIPTION: COVER SHEET

PROJECT DESCRIPTION: PROPOSED BUS STOP SHELTERS 2016

1 OF 14

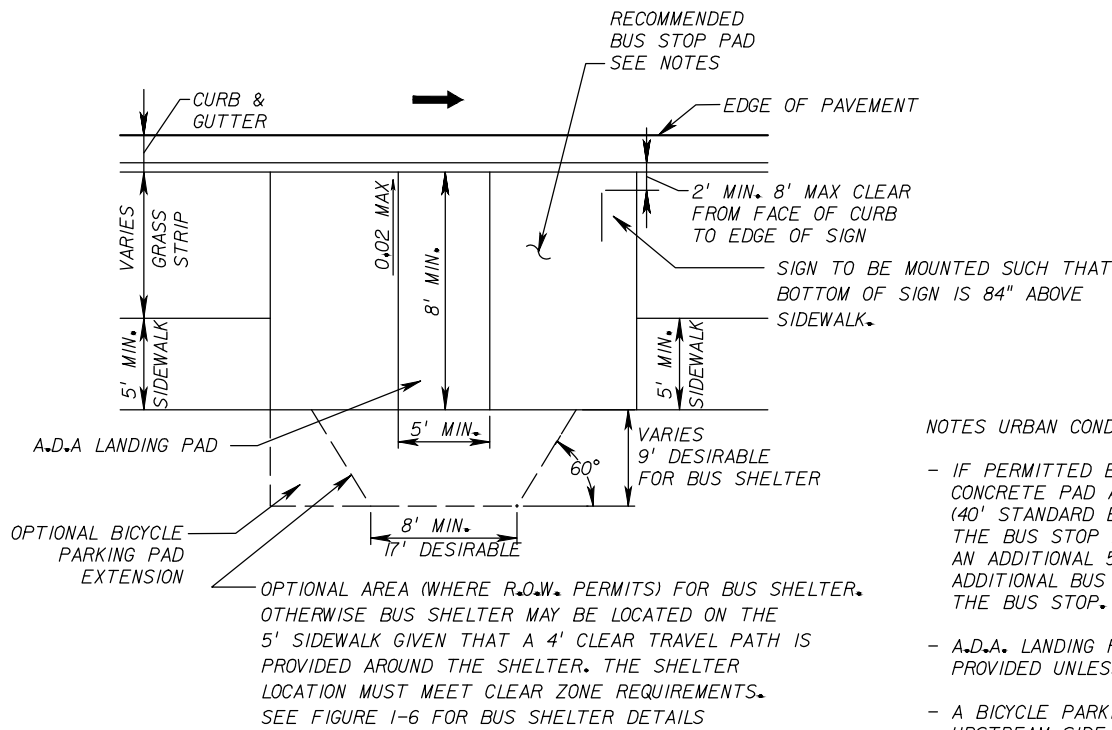
DATE	REV. BY
JBV	2/3/17

OSCAR TOVAR, P.E.
Registered Engineer No. 64599
State of Florida, DATE: _____
Valid only with embossed seal.

PROJ.#: 16113
F.B.#:
FILE No.:
LAST DRAWN: 10/24/16

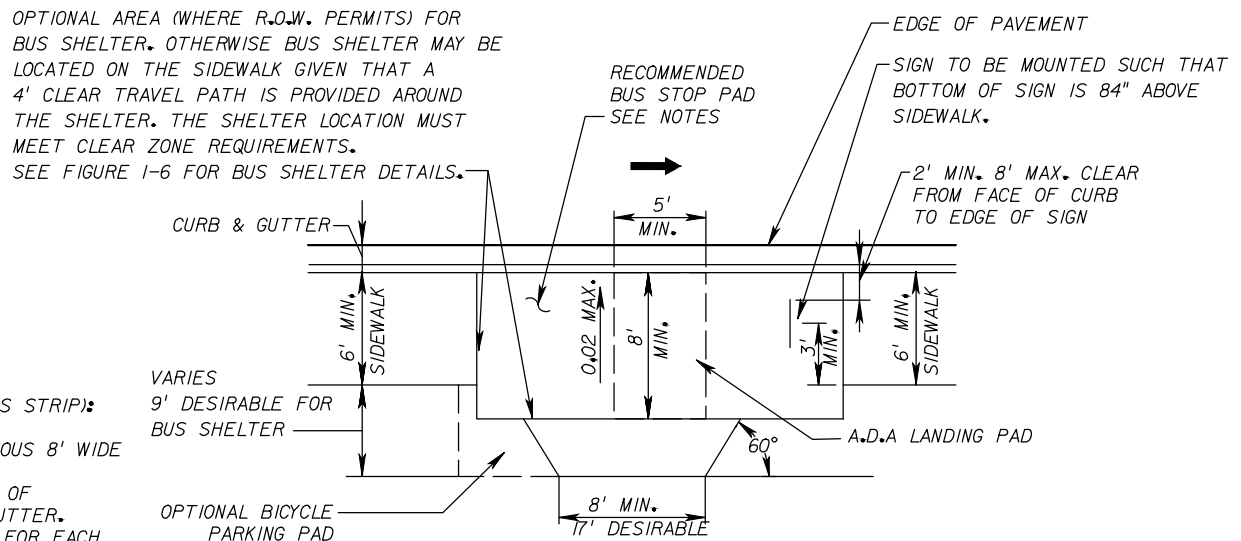
DRAWN BY: JBV
DESIGNED BY: OT
HORIZ.: N/A
VERT.: N/A

PREPARED BY THE
CITY OF Ocala
ENGINEERING & WATER RESOURCES DEPARTMENT
TRANSPORTATION ENGINEERING DIVISION

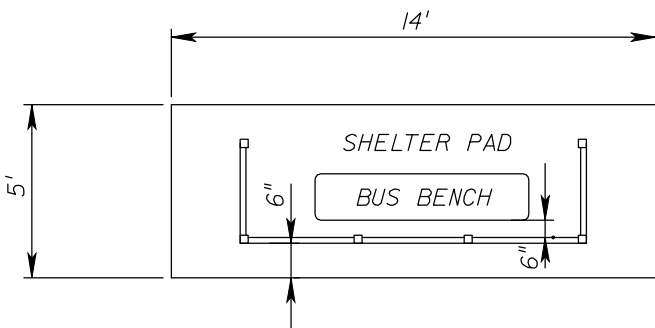
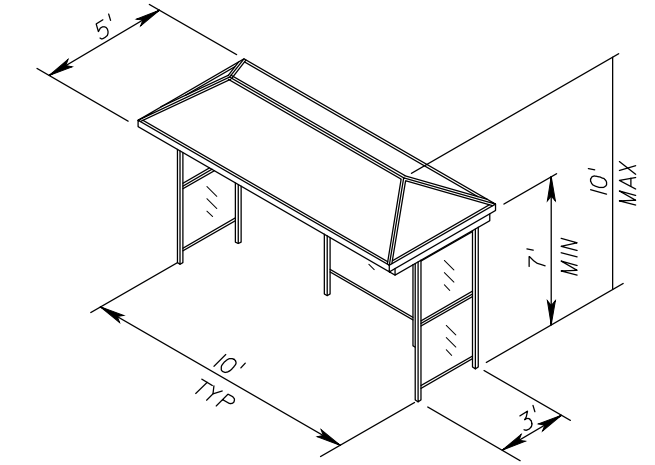


**BUS STOP PAD AND SIGNAGE
URBAN/CURB & GUTTER CONDITION WITH GRASS STRIP**

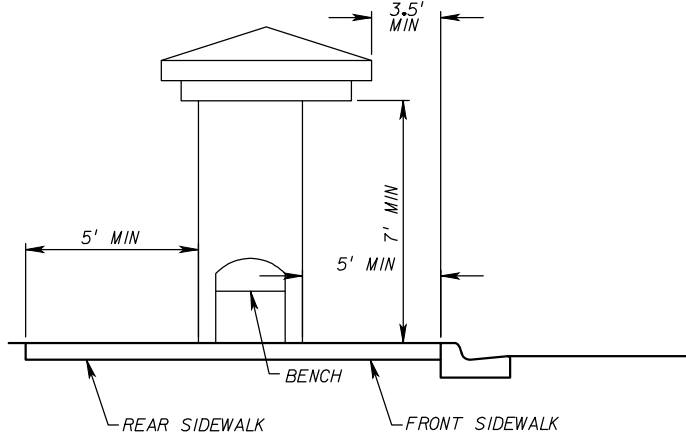
- NOTES URBAN CONDITION (WITH / WITHOUT GRASS STRIP):
- IF PERMITTED BY R.O.W., PROVIDE A CONTINUOUS 8' WIDE CONCRETE PAD ALONG THE ENTIRE LENGTH (40' STANDARD BUS - 60' ARTICULATED BUS) OF THE BUS STOP ADJACENT TO THE CURB & GUTTER. AN ADDITIONAL 50' LENGTH IS RECOMMENDED FOR EACH ADDITIONAL BUS EXPECTED TO SIMULTANEOUSLY STOP AT THE BUS STOP.
 - A.D.A. LANDING PAD MINIMUM DIMENSIONS ARE TO BE PROVIDED UNLESS R.O.W. DOES NOT ALLOW.
 - A BICYCLE PARKING AREA SHOULD BE PROVIDED ON THE UPSTREAM SIDE OF THE BUS SHELTER PAD BASED ON COORDINATION WITH THE LOCAL TRANSIT AGENCY.



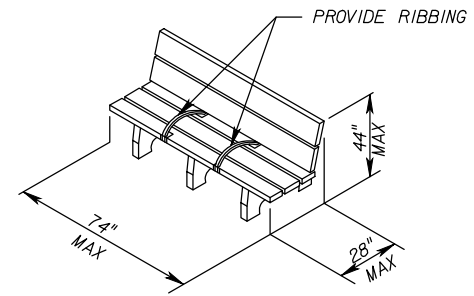
**BUS STOP PAD AND SIGNAGE
URBAN/CURB & GUTTER CONDITION WITHOUT GRASS STRIP**



5'X14'X6" CONCRETE SLAB WITH TWO LAYERS OF 6"X6" W.W.M. ON VISQUEEN MEMBRANE AND ON WELL COMPACTED FILL (2500 PSF) TYP.



**MINIMUM CLEARANCES FOR SHELTERS
URBAN CONDITION**



BENCH DIMENSIONS

- BUS SHELTER NOTES:
- COORDINATE WITH LOCAL TRANSIT AGENCY FOR BUS SHELTER DESIGN
 - BUS SHELTERS ARE PROHIBITED IN MEDIANS.
 - BUS SHELTERS SHALL BE LOCATED A MINIMUM OF 12 FT FROM THE INTERSECTION POINT OF CURVE/TANGENT.
 - BUS SHELTERS SHALL NOT BE LOCATED WITHIN 15 FT OF A FIRE HYDRANT OR DISABLED PARKING SPACE.
 - BICYCLE RACKS SHALL BE CONSIDERED AS PART OF THE SHELTER BASED ON COORDINATION WITH THE TRANSIT AGENCY.
 - A CLEAR AREA OF 2 FT MINIMUM SHOULD BE PROVIDED BEHIND SHELTER FOR MAINTENANCE.
 - BICYCLE RACKS SHALL BE LOCATED SO AS NOT TO BLOCK THE VIEW OF WAITING PASSENGERS.
 - BUS SHELTERS SHALL BE LOCATED AT LEAST 15 FT (DESIRABLE) AND 7 FT (MINIMUM) FROM THE NEAREST UTILITY POLE.
 - STRUCTURAL DESIGN TO BE PER ALL APPLICABLE LOCAL CODES.

- GENERAL NOTES:
- THESE BUS STOP CONFIGURATIONS ARE PROVIDED AS GUIDELINES. ACTUAL BUS STOP PLACEMENT SHOULD TAKE ALL LOCATION FACTORS INTO ACCOUNT AND BE BASED ON ENGINEERING JUDGEMENT FOR SAFETY.
 - ALL BUS STOPS IN URBAN AREAS (CURB & GUTTER AND SIDEWALK) SHALL BE SITUATED SO THAT PASSENGERS BOARD AND ALIGHT AT A LOCATION WHERE FULL HEIGHT CURB & GUTTER IS PRESENT AND NOT IN A SECTION OF DROP CURB.
 - ALL BUS STOPS IN URBAN AREAS (CURB & GUTTER AND SIDEWALK) SHALL BE SITUATED TO BE 20' OR MORE AWAY FROM THE EDGE OF A DRAINAGE STRUCTURE, AND 15' OR MORE AWAY FROM A FIRE HYDRANT OR DISABLED PARKING SPACE.
 - WHEN POSSIBLE, PROVIDE BUS STOP AT AN EXISTING ROADWAY LIGHT POLE. A 4' CLEAR TRAVEL PATH MUST BE PROVIDED ON SIDEWALKS AT ALL TIMES IN THE VICINITY OF THE BUS STOP. THE RECOMMENDED MINIMUM ILLUMINATION LEVEL IS 1.0 HORIZONTAL FOOT CANDLE FOR THE ENTIRE BUS STOP AREA. (REFERENCE PLANS PREPARATION MANUAL).
 - FOR A.D.A. LANDING PAD REQUIREMENTS SEE FIGURE 1-5.
 - ALL BUS BAY DRAWINGS REPRESENT A BUS STOP WITH SPACE FOR ONE BUS AT A TIME. IF MORE THAN ONE BUS IS EXPECTED, ADD 40' FOR EACH ADDITIONAL STANDARD BUS AND 60' FOR EACH ADDITIONAL ARTICULATED BUS.
 - DECELERATION/ACCELERATION LANE REQUIREMENTS SHOULD BE CONSIDERED FOR BUS BAY TYPE DESIGNS IF RIGHT OF WAY ALLOWS.

PROJECT DESCRIPTION: **PROPOSED BUS STOP SHELTERS 2016**

SHEET DESCRIPTION: **SHELTER DETAILS (FDOT)**

SHEET #: **3** OF **14**

DATE	REV. BY
JBV	2/3/17

ENGINEER OF RECORD:
OSCAR TOVAR, P.E.
Registered Engineer No. 64599
State of Florida, DATE: _____
Valid only with embossed seal.

PROJ.#:	16113
F.B.#:	
FILE No.:	N/A
LAST DRAWN:	10/24/16

ENGINEERING & WATER RESOURCES DEPARTMENT
TRANSPORTATION ENGINEERING DIVISION
CITY OF OCALA

Shelter and Site Work Specifications

Specific design directives that apply to the shelters are as follows:

- Shelter size shall be approximately five feet (5') deep by ten feet (10') wide. Shelters shall be able to be constructed within the footprints provided in the enclosed engineered drawings for each site.
- The minimum specifications for shelter wind load strength must be certified by a licensed Architect/Engineer to be in compliance with the Florida Building Code.
- All shelters (except for Transit ID 3043, 4005, 5032, 5033) must incorporate a self-contained solar powered commercial lighting system (or alternating current, where available).
- All shelters shall provide a permanently secured and appropriately sized bench.
- All shelters shall provide for maximum shelter from sun and rain based on normal Central Florida weather conditions.
- Shelters shall incorporate powdered coated steel structural components, a metal roof, and ventilated side panels for maximum air circulation.
- Shelters must meet all ADA requirements, pursuant to F.S. 337.408. Accessibility by persons with all disabilities to and from the shelter is required for all sheltered locations. This requirement extends to public access to each bus stop site, to include provision and installation of additional concrete as specified in each site design.
- Shelters shall meet the color requirements as specified in Exhibit A.
- Contractor is fully responsible for on-site verification of conditions to include verification that site specific conditions are acceptable for product installation in accordance with manufacturer's instructions.
- All metal surfaces of the shelter or related components shall be smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names and roughness.

Site Work Requirements:

Transit Shelter ID #2041, 2042, 2043, 3022, 3032, 3044, and 6008

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)

- Solar Lighting Kit (Installation included)
- All necessary permits

Transit Shelter ID #3043, 4005, 5032, and 5033

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- All necessary permits

Bidder: DALY & ZILCH (FL), INC.

ProRFx ID: ITB0203170000016

Ended

HIDE LISTING DETAILS



Procurement

Format: Client Purchase
ProRFx ID: ITB0203170000016
Solicitation No: ITB# TPO/16-013
ProRFx Type: ITB: Services
Listing Category: [25190000] Transportation services equip... MORE
[72141600] Mass transit system construct... MORE
[72152705] Sidewalk or ramp construction... MORE
[72152710] Foundation and footing constr... MORE
[95141801] Shelter
Bid Name: Bus Transit Shelters- Construction... MORE

Scope of Work:

On behalf of the Ocala/Marion County Transportation Planning Organization (TPO), the City of Ocala is seeking bids from vendors for the provision and installation of transit shelters and associated features for the SunTran public transit system. The TPO's goal is to promote ridership of SunTran by providing safe, accessible and durable transi... VIEW ALL

Listing Image: shelter_26a1c855.JPG (JPG, 42 KB)
Listed By: The City of Ocala
Industry Type: City and town managers' offices
Listing Creator: Contact information
Contact Name: Mrs. Maria Tomlin
Contact Email: mtomlin@ocalafl.org
Contact Phone: (352) 629-8360
Ship to Location: 110 SE Watula Avenue
Address1: 110 SE Watula Avenue
Address2: CITY HALL
City: Ocala State: FL Zip/Postal: 34471
Listing Class.: ITB Invitation To Bid
Listing Start Date: 2/3/2017 4:00:00 PM EST
Listing Ends After: End Date/Time reached
Listing End Date: 2/23/2017 2:00:00 PM EST
Bid Closes: 2/23/2017 2:00:00 PM EST
Listing Status: CLOSED Award Review

IMPORTANT COMMENTS EXIST

View Answers & Comments

IMPORTANT BID DOCUMENT(S)

- 1. Exhibit A - Plan Set (3.87 MB - PDF)
2. Exhibit B - Photo of... (800.6 KB - PDF)
3. Exhibit C - Project... (142.4 KB - PDF)
4. Exhibit D - Davis Ba... (1.61 MB - PDF)
5. Exhibit E - Federal... (1.23 MB - PDF)
6. Exhibit F - List of... (179.1 KB - PDF)

Formal Question Due By:

2/16/2017 @ 5:00 PM EST

Listing View Vendor Questions (12, 12) Bid Details

Services - ITB

Bidder: DALY & ZILCH (FL), INC.
Submitted: 2/23/2017 11:44:11 AM

1. Response Requirements

1.1. Contract Value
The ESTIMATED initial contract value is: \$ AS BID

*1.2. General Terms & Conditions
One or more items in this section are required.
By checking this box you have read and agree to the City's Terms & Conditions.
Click to open and read the General Terms and Conditions this transaction will be governed with.
Enter your full name (Owner/Authorized Company Representative only):
Linda A. Daly, President /C

1.3. Anti-Lobbying/Communication

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:
To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, Procurement Director, or as provided in the protest policy located at: www.bidocala.com/vendor-resources/
Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.
*** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation. ***

1.4. Insurance

Click HERE to download the Standard Insurance Requirements for the City of Ocala


*1.5. Vendor Agreements

One or more items in this section are required.
Compliance Certification:
As an authorized company representative, I certify my firm or corporation:
Complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.
Agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)
Owner/Authorized Company Representative initials:
LAD

Bidder Certification (Construction Project - Lump Sum):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to execute a contract with the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.


Contractor/Bidder agrees to accept the Lump Sum Price as full compensation for doing all work, furnishing all materials, and performing all work embraced in the solicitation/bidding documents, for all loss or damage arising out of performance of the work and from the

Sort By: **Best Match** 



Vendor Bid


COMPLETE


Labor	\$173,664.00
Material	+ \$0.00
\$173,664.00	

Compare
Viewing 


No Scoring Req.
 [REJECT](#)
 [FINALIST \[?\]](#)
 [BAFO \[?\]](#)
Award Status
 No Award
 Set Award Status

DALY & ZILCH (FL), INC.
 305 S. SALISBURY TERRACE,
 SUITE A
 LECANTO, FL , 34461

SUSAN STEWART
 Email: SUSAN@DALY-ZILCH.COM
 Work: +1(352)3414680
 Cell: +1(352)3027869
 (0 Ratings)

INTERNAL INFO (not displayed to internet users) [SHOW](#) 

EXTERNAL INFO (displayed to all internet users) [SHOW](#) 

Previous Page **1** of 1 Next

Sort By: **Best Match** 

action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

Contractor/Bidder acknowledges that they studied, considered, and included in Bidder's Lump Sum Bid all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the solicitation/bidding documents, including, but not limited to, the indemnification and no damage for delay provisions.

Contractor/Bidder has given the City or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City or the Engineer is acceptable to Bidder.

Under no circumstance will the Bidder rely on the estimated quantities provided, in the Schedule of Bid Prices, or within the solicitation. Bidder acknowledges their lump sum bid was developed using Bidder's own estimating department to establish quantities based upon the specified project plans and/or the solicitation.

I certify I am the owner or an authorized officer or agent for the above company and the information supplied herein, including all pages attached, is correct and neither the applicant nor any person or concern in any connection with the applicant as a principal officer, so far as is known, is now debarred or otherwise declared ineligible by the City of Ocala from bidding for furnished materials, supplies or services to the City of Ocala or agency thereof.

Owner/Authorized Company Representative initials:

LAD

***1.6. SPECIAL CONDITIONS**

One or more items in this section are required.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

BID BOND:

Bid security equal to five percent (5%) of the total bid must accompany each Bid.

Acceptable formats: AIA document A310, or EJCDC form. Bid Bond form also available on City of Ocala website using this link: [Bid Bond Form](#)

UPLOAD EXECUTED BID BOND HERE

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

CARE OF WORK:

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Ocala.

The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in manner satisfactory to the City of Ocala, any damage thereto caused by his operations.

All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc., shall be sufficiently and adequately shored and supported by timber and planking and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

ADA NEEDS:

Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

ACCESS TO RECORDS AND REPORTS:

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

MAINTENANCE AND GUARANTEE BOND:

The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for a period of 3 year(s) for labor and 3 year(s) for materials from the date of substantial completion and acceptance of project by Owner.

CONTRACT TIME:

Contractor agrees, as a condition for submitting a bid, that the Work will be substantially completed within 150 day(s), and completed and ready for final payment in accordance with the Agreement within 30 day(s) after substantial completion.

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 at the pre-construction conference,

not to exceed 7 days from the preconstruction date.

The Contractor must be able to mobilize and begin construction no later than 7 working 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.

CLARIFICATIONS AND CORRECTIONS:

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONTRACTOR'S APPROVAL:

The Contractor shall approve the Project Manager's/Engineer's final estimate or advise the Project Manager/Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement.

PUBLIC CONSTRUCTION BOND:

The successful Bidder shall furnish to the City, as Owner, a certified, and recorded Public Construction Bond, drafted per Florida Statute 255.05, in an amount not less than: \$ TOTAL BID AMOUNT

This Public Construction Bond is required to guarantee the bidder will deliver a completed project, and will pay all persons supplying them with labor and/or material for the project.

CONTRACTOR'S EMPLOYEES:

The foreman, employees, mechanics and other employed by the Contractor shall be skilled in the work given to them to do. Any employee of the Contractor who may use profane or abusive language to the Engineer or any Inspector, or otherwise impede or embarrass him in the performance of his duties, or who obstructs the progress of the work, shall upon the request of the Engineer, be immediately discharged and not again employed without consent of the Engineer.

In doing any work contemplated by this contract, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by said Contractor hereon.

BUY AMERICA REQUIREMENTS:

49 U.S.C. 5323(j), 49 C.F.R. part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A bidder or offeror must submit to the FTA recipient (City of Ocala) the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

-----COMPLETE ONE OF THE BELOW CERTIFICATIONS-----

Certificate of Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date:

Typed signature:

Company:

Name:

Title:

Certificate of Non-Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date:

Typed Signature:

Company:

Name:

Title:

FINAL ESTIMATE FOR PAYMENT:

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all other amounts to be deducted under the provisions of the contract.

CONFLICT OF INTEREST:

Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

None

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

None

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

CARGO PREFERENCE REQUIREMENTS:

46 U.S.C. § 55305, 46 C.F.R. part 381

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT FAILURE - BIDDING SUSPENSION

I understand and agree to the following:

Bidders who submit a bid and/or enter into a contract with the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

LAD

LIQUIDATED DAMAGES:

The Contractor shall pay the City \$ 958.00 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 until Final Completion and acceptance of the project by the City.

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.

CIVIL RIGHTS LAWS AND REGULATIONS AND REQUIREMENTS:

The following Federal Civil Rights laws and regulations apply to all contracts. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity The City of Ocala is an Equal Opportunity Employer. As such, the City of Ocala agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Ocala agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

MANUFACTURER SERVICES:

The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturer/supplier's representative, start-up and operational tests on the equipment and system.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

OWNER:

The Project has been designed for the City of Ocala ("Owner"), who may also be referred to in the Bid Documents as Project Manager, or the Engineer.

All work and material furnished under this contract shall be furnished under the direction of, and to the satisfaction and approval of the Owner. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Owner, and shall be based upon the stated requirements in the Bid and Contractor's Bid response. This power and authority shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

The Contractor warrants all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the Owner all standard warranties of subcontractors, suppliers, and manufacturers of all material, equipment or supplies manufactured, furnished or installed.

CONTRACT WORK HOURS AND SAFETY STANDARDS:

40 U.S.C. §§ 3701-3708, 29 C.F.R. part 5

The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Contract Work Hours and Safety Standards:

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

PROGRESS PAYMENTS AND RETAINAGE:

Progress payments will be made at least once each month as work is completed. Retainage under the Contract Documents will be held as collateral security to secure completion of the Work. Payment will be made each month in the amount of ninety-five percent (95%) of the estimated value of the services provided at the job site during the previous calendar month, provided the work is reasonably complete. The Owner will withhold five percent (5%) of the amount of each progress payment. The last payment due along with the release of retainage for this contract will be paid by the Owner to the Contractor only after the Contractor has furnished the Owner the Consent of Surety of the recorded bond for final payment.

DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT:

49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 29 C.F.R. part 3

The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Prevailing Wage and Anti-Kickback-

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination* made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

* Please refer to the prevailing wage determination in the solicitation.

PROGRESS REPORTS/UPDATED SCHEDULES:

A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to Date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

INSPECTION AND ACCEPTANCE:

All goods and/or services provided under the resulting agreement are subject to inspection and acceptance upon receipt of completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

REQUIREMENTS:

49 CFR Part 26

The Disadvantaged Business Enterprise (DBE) program applies to all prime contracts (excluding transit vehicle purchases).

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier.

Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this solicitation. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for contracts, when applicable.

Contractor shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of contracts.

PROJECT SPECIFICATIONS - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION:

This project will require the Contractor to follow these specifications: <http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/default.shtm>

LOCAL VENDOR PREFERENCE:

Preference in solicitations:

- Not to exceed five percent (5%) for amounts between \$35,000 and \$250,000;
- Not to exceed three percent (3%) for amounts between \$250,000.01 and \$500,000;
- Not to exceed two percent (2%) for amounts over \$500,000.
- **For grant funded projects, local preference WILL NOT apply.**

Every Bidder MUST select "Yes" or "No."

- YES, I am a local vendor. (If you selected yes, you must also confirm the requirements below if you desire to receive local preference.)
- NO, I am not a local vendor.

If you desire to receive local preference for this solicitation, you must confirm your business meets the following requirements:

- 1. has its headquarters, a manufacturing facility, a locally-owned franchise, or an operating branch physically located in Marion County;
- 2. has been in operation in Marion County for a minimum of one (1) year prior to the issuance of any City of Ocala solicitation in which they are seeking preference;
- 3. has paid business or real property tax to the City of Ocala or to Marion County for the most recent tax year.

**Vendor will be required to submit a Local Vendor Preference Affidavit immediately upon notification from Procurement if the local preference will affect the outcome of this solicitation.*

Owner/Authorized Company Representative initials:

LAD

PROJECT SPECIFICATIONS VOLUME I - GENERAL CONDITIONS FOR CONSTRUCTION:

This project will require the Contractor to follow these specifications: <http://www.bidocala.com/wp-content/uploads/Project-Specifications-Volume-1.pdf>

ENERGY CONSERVATION:

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

The Energy Policy and Conservation requirements are applicable to all contracts. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PERFORMANCE EVALUATION:

At the end of the contract, the City may evaluate vendor performance. This evaluation will become public record.

FEDERAL CHANGES:

49 CFR Part 18

The Federal Changes requirement applies to all contracts.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RETAINAGE WITHHELD:

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the section titled Acceptance and Final Payment. The amount of retainage withheld from the Contractor's monthly partial payments shall be five percent (5%).

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:

a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

LAD

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in Accordance with the OMB guidelines at 2 C.F.R. part 180.

These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Ocala. If it is later determined by the City of Ocala that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TRAFFIC CONTROL AND BARRICADES:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of Vehicular and Pedestrian traffic at all locations where work is being done for this project.

In addition to the requirements set forth in the bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

REFERENCES:

REFERENCE # 1

Company Name:

Seven Rivers Presbyterian

Contact Person:

Blair Commons, Director of

Phone Number:

352 746-6200

Email Address:

bcommons@sevenrivers.o

Contract Details and/or Comments:

Daly & Zilch has completed several projects for Seven Rivers Presbyterian Church including the Student Ministries Facility - a total renovation of small strip mall into 7,000 sq ft building, housing offices, counseling offices, student gathering spaces, food service space and outdoor recreation space. We have also constructed an 10,000 sq ft masonry early education building including all related site work, DRA improvements, grading, electric, plumbing, HVAC, parking lots, sidewalks, 10 store front entrances, water diversion structures, and landscaping. Daly & Zilch completed a 28 acre sports complex with 3 sports fields, underground field drainage, two 3,00 sq ft buildings with restrooms, concession stand, locker rooms and weight rooms,

bleachers, dug outs, and press box including all related site work, playgrounds, parking lots and a 100,000 sq ft DRA.

REFERENCE #2

Company Name:

City of Crystal River Florida

Contact Person:

Beau Keene, Director of Pu

Phone Number:

352 795-4216

Email Address:

bkeene@crystalriverfl.org

Contract Details and/or Comments:

Daly & Zilch (FL), Inc. has completed several projects for the City of Crystal River. In 2016 we completed a total renovation of a 98,905 SF park including new and relocated restrooms, picnic pavilion, beach area, pedestrian walkways, parking areas, playground, kayak launch, and boardwalk for manatee viewing with a living shoreline. We have completed several lift station projects for the city and currently working on the 8th Avenue lift station rehabilitation of existing sewer lines and wet well. All related site work, bypass pumping, new prefab/ precast building and systems. We just completed renovation of City offices into a reception and ticket sales areas for the Boardwalk Tour Trolley.

REFERENCE #3

Company Name:

Citrus County BOCC

Contact Person:

Charlie Gatto, Facilities Mai

Phone Number:

352 527-7600

Email Address:

charlie.gatto@citrusbocc.cc

Contract Details and/or Comments:

Daly & Zilch has completed many projects for Citrus County. We have completed projects at many county parks, trail heads, health department, county detention center, child advocacy center, lift stations, vehicle maintenance areas, etc. In 2013 Daly & Zilch constructed a 7056 sq ft 2 story masonry transit center/ office building including, meeting rooms, kitchen, restrooms, showers and locker room with ICF glass construction to sustain CAT 3 hurricane winds and with all related site work including drainage structures, parking lots, and landscaping.

LOBBYING RESTRICTIONS:

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Signature of Contractor's Authorized Official:**Name and Title of Contractor's Authorized Official:****Date:** **TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES:**

Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

Prime contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City of Ocala makes to the prime contractor, or as specified in the current F.S. 218.735, whichever time frame is earlier.

UPLOAD ANY REQUESTED AND ADDITIONAL DOCUMENTS HERE REQUESTED AND ADDITIONAL DOCUMENTS  [Exhibit F_PD...](#) (PDF, 31.1 KB) [COI Ocala.pdf](#) (PDF, 111.7 KB) [2016-2018 Co...](#) (PDF, 100.8 KB) [E.Verify.pdf](#) (PDF, 97.0 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The No Obligation clause applies to all third party contracts that are federally funded. The No Obligation clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

REQUIRED LICENSES AND CERTIFICATIONS:

I hereby certify my firm currently holds all licenses and certifications as required by the Scope of Work/Scope of Service. Immediately upon award, vendor will be required to submit all licenses and certifications.

Owner/Authorized Company Representative initials:**PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:**

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause applies to all third party contracts that are federally funded. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be

modified, except to identify the subcontractor who will be subject to the provisions.

SAFETY AND ENVIRONMENTAL:

Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-629-8359.

Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

LAD

PROMPT PAYMENT:

49 CFR 26.29

Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in 49 CFR 26.29 that requires payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the Prime.

SOLICITATION DOCUMENTS:

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: <http://www.bidocala.com/>

ProRFx Florida: <http://florida.prorfx.com/>

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

SUB-CONTRACTORS/SUB-CONSULTANTS AND DBE GOALS:

The bidder represents the sub-contractors/sub-consultants listed below are financially responsible and are qualified, insured, licensed, and certified to do the work required.

The bidder will endeavor to use DBE/MBE subcontractors whenever possible. The City of Ocala's DBE goal is 8.6%. If the project has F-DOT funding, the overall DBE goal is 9.91%. The Ocala International Airport's DBE goal is 12%. DBE firms can be located via this directory: [Florida Department of Transportation DBE Directory](#)

No Sub-contractors/Sub-consultants will be utilized.

Bidder/Prime Contractor/Consultant must perform a minimum of 30% of the work with their own forces unless specified differently in the Scope of Work.

NOTE: Bidder/Prime Contractor/Consultant not providing an accurate, good faith estimate of sub-contractor/sub-consultant percent (%) of work may have their bid rejected.

SUB-CONTRACTOR/SUB-CONSULTANT #1

Company Name:	<input type="text"/>
Work Category:	<input type="text"/>
City, State:	<input type="text"/>
<input type="checkbox"/> DBE <input type="checkbox"/> MBE	Percent of Work: <input type="text"/> %

SUB-CONTRACTOR/SUB-CONSULTANT #2

Company Name:	<input type="text"/>
Work Category:	<input type="text"/>
City, State:	<input type="text"/>
<input type="checkbox"/> DBE <input type="checkbox"/> MBE	Percent of Work: <input type="text"/> %

SUB-CONTRACTOR/SUB-CONSULTANT #3

Company Name:	<input type="text"/>
Work Category:	<input type="text"/>
City, State:	<input type="text"/>

DBE MBE

Percent of Work:
_____ %

SUB-CONTRACTOR/SUB-CONSULTANT #4

Company Name:

Work Category:

City, State:

DBE MBE

Percent of Work:
_____ %

RESOLUTION OF BREACHES AND DISPUTES:

49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ocala, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which City of Ocala is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City of Ocala or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

BIDDER CONTRACTS:

Bidder contracts/agreements will not be accepted. City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

TERMINATION:

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

a. Termination for Convenience (General Provision): The City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Ocala's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of it in the manner the City of Ocala directs.

b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Ocala may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid

only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision): The City of Ocala, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

e. Termination for Convenience (Professional or Transit Service Contracts): The City of Ocala, by written notice, may terminate this contract, in whole or in part, when it is in the City of Ocala's interest. If this contract is terminated, the City of Ocala shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

g. Termination for Default (Transportation Services): If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of City of Ocala goods, the Contractor shall, upon direction of the City of Ocala, protect and preserve the goods until surrendered to the City of Ocala or its agent. The Contractor and City of Ocala shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

h. Termination for Convenience or Default (Architect and Engineering): City of Ocala may terminate this contract in whole or in part, for City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of City of Ocala, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, City of Ocala may terminate this contract for default. The City of Ocala shall

terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Ocala may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Ocala resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the City of Ocala in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Ocala, acts of another contractor in the performance of a contract with City of Ocala, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies City of Ocala in writing of the causes of delay. If, in the judgment of City of Ocala, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Ocala shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Ocala.

j. Termination for Convenience or Default (Architect and Engineering): The City of Ocala may terminate this contract in whole or in part, for the City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Ocala's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. City of Ocala has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the City of Ocala, the City of Ocala's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Ocala. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

k. Termination for Convenience of Default (Cost-Type Contracts): The City of Ocala may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of City of Ocala or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Ocala, or property supplied to the Contractor by the City of Ocala. If the termination is for default, the City of Ocala may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Ocala and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of City of Ocala, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the City of Ocala determines that the Contractor has an excusable reason for not performing, the City of Ocala, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS EMPLOYMENT:

FTA Circular- 4220.1F - Chapter IV, Part 2, c.(1)

Recipients and subrecipients of Federal financial assistance under this contract shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

The incorporation of FTA terms applies to all contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the

preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E (or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

1.7.1. Line Item Bus Shelter Pricing

Item 1 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2041

MFG Name ----

MFG Part No ----

MFG Model No ----

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2041, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.2. Line Item Bus Shelter Pricing

Item 2 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2042

MFG Name ----

MFG Part No ----

MFG Model No ----

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2042, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.3. Line Item Bus Shelter Pricing

Item 3 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2043

MFG Name ----

MFG Part No ----

MFG Model No ----

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2043, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.4. Line Item Bus Shelter Pricing

Item 4 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3022

MFG Name ----

MFG Part No ----

MFG Model No ----

Description of what is needed Lump sum price for construction and installation of transit shelter ID #3022, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.5. Line Item Bus Shelter Pricing

Item 5 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3032

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #3032, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.6. Line Item Bus Shelter Pricing

Item 6 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3043

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #3043, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.7. Line Item Bus Shelter Pricing

Item 7 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3044

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #3044, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.8. Line Item Bus Shelter Pricing

Item 8 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #4005

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #4005, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.9. Line Item Bus Shelter Pricing

Item 9 of 11

Qty 1

Unit of Measure LUMP SUM
 Type of Product Transit Shelter ID #5032
 MFG Name ----
 MFG Part No ----
 MFG Model No ----
 Description of what is needed Lump sum price for construction and installation of transit shelter ID #5032, per the scope of work and plan set.
 Your Bid (Unit Price in \$)

1.7.10. Line Item Bus Shelter Pricing

Item 10 of 11
 Qty 1
 Unit of Measure LUMP SUM
 Type of Product Transit Shelter ID #5033
 MFG Name ----
 MFG Part No ----
 MFG Model No ----
 Description of what is needed Lump sum price for construction and installation of transit shelter ID #5033, per the scope of work and plan set.
 Your Bid (Unit Price in \$)

1.7.11. Line Item Bus Shelter Pricing


Item 11 of 11
 Qty 1
 Unit of Measure LUMP SUM
 Type of Product Transit Shelter ID #6008
 MFG Name ----
 MFG Part No ----
 MFG Model No ----
 Description of what is needed Lump sum price for construction and installation of transit shelter ID #6008, per the scope of work and plan set.
 Your Bid (Unit Price in \$)

2. Required Submittals

***2.1. Exhibit F - List of Completed Projects**

One or more items in this section are required.

Upload your completed Exhibit F - List of Completed Projects, as outlined in the scope of work, HERE.

 [Exhibit F_PD...](#) (PDF, 31.1 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

Scope Of Work

On behalf of the Ocala/Marion County Transportation Planning Organization (TPO), the City of Ocala is seeking bids from vendors for the provision and installation of transit shelters and associated features for the SunTran public transit system. The TPO's goal is to promote ridership of SunTran by providing safe, accessible and durable transit stops that include appropriate components and amenities for the maximum convenience, comfort, security, safety, and shelter of transit system patrons.

This project includes the construction of transit shelters, solar powered lighting (or alternating current where available) and necessary site work. The transit shelters will be installed at eleven (11) different locations within public right-of-way, as specified in **Exhibit A – Plan Set**.

References

Bidders must provide references for at least two (2) similar projects that have been completed within the past three (3) to five (5) years, which are similar to the work described herein. Bidders must upload a completed **Exhibit F - List of Completed Projects** in the "Required Submittals" section

of this listing.

Buy America Requirement

The contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR §661.11.

See the "Buy America Requirements" section under "Special Conditions" in this listing.

Davis-Bacon Act and Copeland Anti-Kickback Act

Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. See **Exhibit E – Davis Bacon Wage Rate Table**.

Design Parameters

Engineered drawings of the site work, solar powered lighting (or alternating current), and a location map for each shelter are provided in Exhibit A. Costs will vary by location due to additional concrete or drainage work as required to comply with ADA standards. The bid must include costs for each location, as a corresponding lump sum per plan.

The design of shelters and associated facility feature is important in promoting the SunTran transit system. All shelter designs and associated furniture must be compatible with the photo provided in **Exhibit B**. Shelter designs that differ from the provided photo shall be evaluated by staff and approved by the TPO Board in terms of compatibility with the surrounding community.

Specific design directives that apply to the shelters are as follows:

- Shelter size shall be approximately five feet (5') deep by ten feet (10') wide. Shelters shall be able to be constructed within the footprints provided in the enclosed engineered drawings for each site.
- The minimum specifications for shelter wind load strength must be certified by a licensed Architect/Engineer to be in compliance with the Florida Building Code.
- All shelters (except for Transit ID 3043, 4005, 5032, 5033) must incorporate a self-contained solar powered commercial lighting system (or alternating current, where available)..
- All shelters shall provide a permanently secured and appropriately sized bench.
- All shelters shall provide for maximum shelter from sun and rain based on normal Central Florida weather conditions.
- Shelters shall incorporate powdered coated steel structural components, a metal roof, and ventilated side panels for maximum air circulation.
- Shelters must meet all ADA requirements, pursuant to F.S. 337.408. Accessibility by persons with all disabilities to and from the shelter is required for all sheltered locations. This requirement extends to public access to each bus stop site, to include provision and installation of additional concrete as specified in each site design.
- Shelters shall meet the color requirements as specified in Exhibit A.
- Contractor is fully responsible for on-site verification of conditions to include verification that site specific conditions are acceptable for product installation in accordance with manufacturer's instructions.
- All metal surfaces of the shelter or related components shall be smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names and roughness.

Pricing/Award

Pricing will be provided as a lump sum cost for each location, per plans. Award will be determined by the lowest total bid amount (grand total of all line items).

The lump sum price for each location must include the following:

Transit Shelter ID #2041, 2042, 2043, 3022, 3032, 3044, and 6008

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)

- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- Solar Lighting Kit (Installation included)
- All necessary permits

Transit Shelter ID #3043, 4005, 5032, and 5033

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- All necessary permits

Project Specifications

All work requirements shown on the plans for this project and not otherwise detailed shall be accomplished as specified in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, FDOT Florida Greenbook, Manual on Uniform Traffic Control Devices (MUTCD), and Volume I, City of Ocala "General Conditions for Construction". In the event of conflict between the plans and specifications, the more restrictive will apply.

Volume I can be downloaded from:

<http://www.bidocala.com/wpcontent/uploads/ProjectSpecificationsVolumel.pdf>

FDOT Standard Specifications for Road and Bridge Construction can be obtained from:

<http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks/>

FDOT Florida Greenbook can be obtained by downloading from:

<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>

MUTCD (Manual on Uniform Traffic Control Devices) can be obtained by downloading from: http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm

Bond Requirements

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.

Public Construction Bond: The successful Bidder will be required to furnish a certified, recorded Public Construction Bond (as security for the faithful performance of the payment of all bills and obligations arising from the performance of the contract).

Maintenance and Guarantee Bond: The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for a period of three (3) years for labor and three (3) years for materials from the date of final completion.

Contract Time

Bidder agrees that the work will be substantially completed within one hundred fifty (150) days, and completed and ready for final payment within thirty (30) days after substantial completion.

Overtime

The normal/standard working hours for this project are 7:00 AM - 5:00 PM, Monday through Friday, excluding holidays. Any overtime incurred by the City will be invoiced to the Contractor; this includes inspectors and line crew. Overtime is defined as work before 7:00 AM or after 5:00 PM, Monday through Friday; work on the weekend; or work on holidays. Overtime will still be charged to Contractor even if contract work time is less than 40 hours per week, anytime the work is completed outside of the normal/standard working hours.

Liquidated Damages

The Contractor shall pay the City \$958.00 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.

Permits

Contractor will be responsible for obtaining the following permits at no additional cost to the City/TPO (see <http://ocalafl6.visioninternet.net/Home/ShowDocument?id=2885> for costs associated with all City of Ocala permits):

- City of Ocala Building and Electrical Permit
- City of Ocala Right of Way Utilization Permit

Documents and Forms:

The following documents and forms needed for this solicitation can be found on the City of Ocala website at: <http://www.bidocala.com/vendor->

[resources/](#)

- Bid Bond
- Public Construction Bond
- Maintenance and Guarantee Bond, 3 Years

Exhibits

- Exhibit A - Plan Set
- Exhibit B – Photo of Transit Shelter
- Exhibit C - Project Sign Construction Detail
- Exhibit D - Davis Bacon Wage Rate Table
- Exhibit E – Federal Appendices A and E
- Exhibit F - List of Completed Projects

Qty	Unit of Measure	Type of Product	MFG Name	MFG Part No	MFG Model No	Description of what is needed	Price (Interest Percent)	Price (Unit Cost in \$)	Price (Margin in \$)	Price (M
1	LUMP SUM	Transit Shelter ID #2041				Lump sum price for construction and installation of transit shelter ID #2041, per the scope of work and plan set.		\$16,917.60		
1	LUMP SUM	Transit Shelter ID #2042				Lump sum price for construction and installation of transit shelter ID #2042, per the scope of work and plan set.		\$16,917.60		
1	LUMP SUM	Transit Shelter ID #2043				Lump sum price for construction and installation of transit shelter ID #2043, per the scope of work and plan set.		\$16,677.60		
1	LUMP SUM	Transit Shelter ID #3022				Lump sum price for construction and installation of transit shelter ID #3022, per the scope of work and plan set.		\$16,257.60		
1	LUMP SUM	Transit Shelter ID #3032				Lump sum price for construction and installation of transit shelter ID #3032, per the scope of work and plan set.		\$16,137.60		
1	LUMP SUM	Transit Shelter ID #3043				Lump sum price for construction and installation of transit shelter ID #3043, per the scope of work and plan set.		\$14,545.20		
1	LUMP SUM	Transit Shelter ID #3044				Lump sum price for construction and installation of transit shelter ID #3044, per the scope of work and plan set.		\$16,557.60		
1	LUMP SUM	Transit Shelter ID #4005				Lump sum price for construction and installation of transit shelter ID #4005, per the scope of work and plan set.		\$14,845.20		
1	LUMP SUM	Transit Shelter ID #5032				Lump sum price for construction and installation of transit shelter ID #5032, per the scope of work and plan set.		\$14,035.20		
1	LUMP SUM	Transit Shelter ID #5033				Lump sum price for construction and installation of transit shelter ID #5033, per the scope of work and plan set.		\$14,065.20		
1	LUMP SUM	Transit Shelter ID #6008				Lump sum price for construction and installation of transit shelter ID #6008, per the scope of work and plan set.		\$16,707.60		

Exhibit F - List of Completed Projects

Project #1 **Project Owner:** Pasco County BOCC

Project begin/end dates: 7/2013 - 12/2013

Description: Construction /erection of 48 ADA bus shelters including all related site work, MOT, concrete footers, sidewalks, benches, and solar lighting throughout Pasco County.

Project #2 **Project Owner:** D A B for City of Gainesville Transit

Project begin/end dates: 2/2011 - 3/2011

Description: Construction /erection of 5 ADA Kaleidoscope canopy transit shelters including MOT, all related site work, concrete footers, sidewalks, benches, and leaning rails.

Project #3 **Project Owner:** City of Inverness Florida

Project begin/end dates: 4/2013 - 8/2013

Description: MOT, Site work, paving, curbing, pavers, traffic control systems, concrete diveways, sidewalks, crosswalks, reclaim roadbase, asphalt, and signage.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/14/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. Ocala Division 1720 SE 16th Avenue, Suite 301 Ocala, FL 34471-4620 Doug Weaver, AAI	CONTACT NAME: Doug Weaver, AAI		
	PHONE (A/C, No, Ext): 352-732-5010	FAX (A/C, No): 352-732-5344	
INSURED Daly & Zilch (Florida), Inc. P.O. Box 937 Lecanto, FL 34460-0937	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Southern-Owners Insurance Co.		10190
	INSURER B : Owners Insurance Company		32700
	INSURER C : Bridgefield Employers Ins. Co.		10701
	INSURER D : AGCS Marine Ins. Co.		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		78648413	02/24/2016	02/24/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		4455743001	06/29/2016	06/29/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED RETENTION \$ 10,000		4949319100	02/24/2016	02/24/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	83038372	08/05/2016	08/05/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater		SML93053064	08/16/2016	08/16/2017	One Site \$ 1,000,000 Transit \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is listed as additional insured as respects General liability & Auto Liability when required by write contract/agreement. Workers Compensation includes Waiver of Subrogation in favor of certificate holder when required by written contract/agreement. 30 days notice of cancellation applies except 10 days for non payment

CERTIFICATE HOLDER

CANCELLATION

OCALPRO City of Ocala Procurement Department 110 SE Watula Ave Ocala, FL 34471	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Company ID Number: 467510

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Daly & Zilch (Florida), Inc.	
Linda Daly Name (Please Type or Print)	Title
Electronically Signed Signature <i>Linda A Daly</i>	11/21/2011 Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed Signature	11/21/2011 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Daly & Zilch (Florida), Inc.
Company Facility Address:	305 S. Salisbury Terrace
	Suite A
	Lecanto, FL 34461-5502
Company Alternate Address:	P. O. Box 937
	Lecanto, FL 34460-0937
County or Parish:	CITRUS
Employer Identification Number:	593384496

Company ID Number: 467510

North American Industry Classification Systems Code:	236
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">• FLORIDA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Susan B Stewart	Fax Number:	(888) 873 - 4861
Telephone Number:	(352) 341 - 4860		
E-mail Address:	susan@daly-zilch.com		
Name:	Linda A Daly	Fax Number:	(888) 873 - 4861
Telephone Number:	(352) 341 - 4860		
E-mail Address:	dalyzilchconst@yahoo.com		



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783**

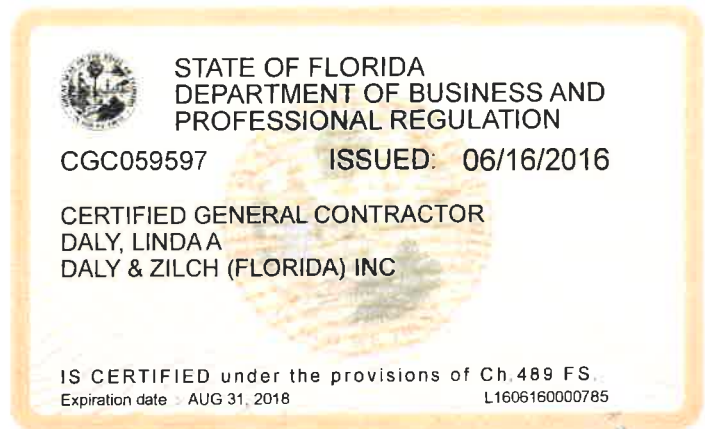
(850) 487-1395

DALY, LINDA A
DALY & ZILCH (FLORIDA) INC
305 S. SALISBURY TERRACE, SUITE A
LECANTO FL 34461

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER

CGC059597

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

DALY, LINDA A
DALY & ZILCH (FLORIDA) INC
3334 W PEBBLE BEACH CT
LECANTO FL 34461



Bidder:

AAA Affordable Structures, Inc

ProRFx ID: ITB02031700000016

Ended

HIDE LISTING DETAILS



Procurement

Format: Client Purchase
ProRFx ID: ITB02031700000016
Solicitation No: ITB# TPO/16-013
ProRFx Type: ITB: Services
Listing Category: [25190000] Transportation services equip... MORE
[72141600] Mass transit system construct... MORE
[72152705] Sidewalk or ramp construction... MORE
[72152710] Foundation and footing constr... MORE
[95141801] Shelter
Bid Name: Bus Transit Shelters- Construction... MORE

Scope of Work:

On behalf of the Ocala/Marion County Transportation Planning Organization (TPO), the City of Ocala is seeking bids from vendors for the provision and installation of transit shelters and associated features for the SunTran public transit system. The TPO's goal is to promote ridership of SunTran by providing safe, accessible and durable transi... VIEW ALL

Listing Image: shelter_26a1c855.JPG (JPG, 42 KB)
Listed By: The City of Ocala
Industry Type: City and town managers' offices
Listing Creator: Contact information
Contact Name: Mrs. Maria Tomlin
Contact Email: mtomlin@ocalafl.org
Contact Phone: (352) 629-8360
Ship to Location: 110 SE Watula Avenue
Address1: 110 SE Watula Avenue
Address2: CITY HALL
City: Ocala State: FL Zip/Postal: 34471
Listing Class.: ITB Invitation To Bid
Listing Start Date: 2/3/2017 4:00:00 PM EST
Listing Ends After: End Date/Time reached
Listing End Date: 2/23/2017 2:00:00 PM EST

Bid Closes: 2/23/2017 2:00:00 PM EST

Listing Status: CLOSED Award Review

IMPORTANT COMMENTS EXIST

View Answers & Comments

IMPORTANT BID DOCUMENT(S)

- 1. Exhibit A - Plan Set (3.87 MB - PDF)
2. Exhibit B - Photo of... (800.6 KB - PDF)
3. Exhibit C - Project... (142.4 KB - PDF)
4. Exhibit D - Davis Ba... (1.61 MB - PDF)
5. Exhibit E - Federal... (1.23 MB - PDF)
6. Exhibit F - List of... (179.1 KB - PDF)

Formal Question Due By:

2/16/2017 @ 5:00 PM EST

Listing View

Vendor Questions (12, 12)

Bid Details

Services - ITB

Bidder: AAA Affordable Structures, Inc
Submitted: 2/23/2017 1:46:02 PM

1. Response Requirements

1.1. Contract Value

The ESTIMATED initial contract value is: \$ AS BID

*1.2. General Terms & Conditions

One or more items in this section are required.

By checking this box you have read and agree to the City's Terms & Conditions.
Click to open and read the General Terms and Conditions this transaction will be governed with.

Enter your full name (Owner/Authorized Company Representative only):
Michael L Adams

1.3. Anti-Lobbying/Communication

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, Procurement Director, or as provided in the protest policy located at: www.bidocala.com/vendor-resources/

Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation.

1.4. Insurance

Click HERE to download the Standard Insurance Requirements for the City of Ocala

*1.5. Vendor Agreements

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

Complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.

Agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)

Owner/Authorized Company Representative initials:

MA

Bidder Certification (Construction Project - Lump Sum):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to execute a contract with the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Contractor/Bidder agrees to accept the Lump Sum Price as full compensation for doing all work, furnishing all materials, and performing all work embraced in the solicitation/bidding documents, for all loss or damage arising out of performance of the work and from the

Sort By: **Best Match** Compare

Vendor Bid

COMPLETE

Labor \$177,804.00
Material + \$0.00

\$177,804.00

No Scoring Req. Compare

[REJECT](#)
 [FINALIST \[?\]](#)
 [BAFO \[?\]](#)

Award Status

No Award
 Set Award Status

AAA Affordable Structures, Inc
PO Box 1350
Tavares, FL, 32778
 W-9
Mike Adams
Email: mladams@affordablestructures.com
Work: +1(352)7427488
Cell: +1(407)4666469
★★★★★(0)
(0 Ratings)

INTERNAL INFO (not displayed to internet users) SHOW ▾

EXTERNAL INFO (displayed to all internet users) SHOW ▾

Previous Page **1** of 1 Next

Sort By: **Best Match** Compare

action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

Contractor/Bidder acknowledges that they studied, considered, and included in Bidder's Lump Sum Bid all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the solicitation/bidding documents, including, but not limited to, the indemnification and no damage for delay provisions.

Contractor/Bidder has given the City or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City or the Engineer is acceptable to Bidder.

Under no circumstance will the Bidder rely on the estimated quantities provided, in the Schedule of Bid Prices, or within the solicitation. Bidder acknowledges their lump sum bid was developed using Bidder's own estimating department to establish quantities based upon the specified project plans and/or the solicitation.

I certify I am the owner or an authorized officer or agent for the above company and the information supplied herein, including all pages attached, is correct and neither the applicant nor any person or concern in any connection with the applicant as a principal officer, so far as is known, is now debarred or otherwise declared ineligible by the City of Ocala from bidding for furnished materials, supplies or services to the City of Ocala or agency thereof.

Owner/Authorized Company Representative initials:

MA

***1.6. SPECIAL CONDITIONS**

One or more items in this section are required.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

BID BOND:

Bid security equal to five percent (5%) of the total bid must accompany each Bid.

Acceptable formats: AIA document A310, or EJCDC form. Bid Bond form also available on City of Ocala website using this link: [Bid Bond Form](#)

UPLOAD EXECUTED BID BOND HERE

 [Bid Bond, Af...](#) (PDF, 165.3 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

CARE OF WORK:

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Ocala.

The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in manner satisfactory to the City of Ocala, any damage thereto caused by his operations.

All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc., shall be sufficiently and adequately shored and supported by timber and planking and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

ADA NEEDS:

Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

ACCESS TO RECORDS AND REPORTS:

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Qualify Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

MAINTENANCE AND GUARANTEE BOND:

The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for a period of 3 year(s) for labor and 3 year(s) for materials from the date of substantial completion and acceptance of project by Owner.

CONTRACT TIME:

Contractor agrees, as a condition for submitting a bid, that the Work will be substantially completed within 150 day(s), and completed and ready for final payment in accordance with the Agreement within 30 day(s) after substantial completion.

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 at the pre-construction conference, not to exceed 7 days from the preconstruction date.

The Contractor must be able to mobilize and begin construction no later than 7 working 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.

CLARIFICATIONS AND CORRECTIONS:

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONTRACTOR'S APPROVAL:

The Contractor shall approve the Project Manager's/Engineer's final estimate or advise the Project Manager/Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement.

PUBLIC CONSTRUCTION BOND:

The successful Bidder shall furnish to the City, as Owner, a certified, and recorded Public Construction Bond, drafted per Florida Statute 255.05, in an amount not less than: \$ TOTAL BID AMOUNT

This Public Construction Bond is required to guarantee the bidder will deliver a completed project, and will pay all persons supplying them with labor and/or material for the project.

CONTRACTOR'S EMPLOYEES:

The foreman, employees, mechanics and other employed by the Contractor shall be skilled in the work given to them to do. Any employee of the Contractor who may use profane or abusive language to the Engineer or any Inspector, or otherwise impede or embarrass him in the performance of his duties, or who obstructs the progress of the work, shall upon the request of the Engineer, be immediately discharged and not again employed without consent of the Engineer.

In doing any work contemplated by this contract, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by said Contractor hereon.

BUY AMERICA REQUIREMENTS:

49 U.S.C. 5323(j), 49 C.F.R. part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A bidder or offeror must submit to the FTA recipient (City of Ocala) the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

-----COMPLETE ONE OF THE BELOW CERTIFICATIONS-----

Certificate of Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date:

Typed signature:

Company:

Name:

Title:

Certificate of Non-Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date:

Typed Signature:

Company:

Name:

Title:

FINAL ESTIMATE FOR PAYMENT:

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all other amounts to be deducted under the provisions of the contract.

CONFLICT OF INTEREST:

Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

CARGO PREFERENCE REQUIREMENTS:

46 U.S.C. § 55305, 46 C.F.R. part 381

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT FAILURE - BIDDING SUSPENSION

I understand and agree to the following:

Bidders who submit a bid and/or enter into a contract with the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

LIQUIDATED DAMAGES:

The Contractor shall pay the City \$ 958.00 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 until Final Completion and acceptance of the project by the City.

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.

CIVIL RIGHTS LAWS AND REGULATIONS AND REQUIREMENTS:

The following Federal Civil Rights laws and regulations apply to all contracts. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity The City of Ocala is an Equal Opportunity Employer. As such, the City of Ocala agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Ocala agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

MANUFACTURER SERVICES:

The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturer/supplier's representative, start-up and operational tests on the equipment and system.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and
- 4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

OWNER:

The Project has been designed for the City of Ocala ("Owner"), who may also be referred to in the Bid Documents as Project Manager, or the Engineer.

All work and material furnished under this contract shall be furnished under the direction of, and to the satisfaction and approval of the Owner. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Owner, and shall be based upon the stated requirements in the Bid and Contractor's Bid response. This power and authority shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

The Contractor warrants all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the Owner all standard warranties of subcontractors, suppliers, and manufactures of all material, equipment or supplies manufactured, furnished or installed.

CONTRACT WORK HOURS AND SAFETY STANDARDS:

40 U.S.C. §§ 3701-3708, 29 C.F.R. part 5

The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Contract Work Hours and Safety Standards:

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual

wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

PROGRESS PAYMENTS AND RETAINAGE:

Progress payments will be made at least once each month as work is completed. Retainage under the Contract Documents will be held as collateral security to secure completion of the Work. Payment will be made each month in the amount of ninety-five percent (95%) of the estimated value of the services provided at the job site during the previous calendar month, provided the work is reasonably complete. The Owner will withhold five percent (5%) of the amount of each progress payment. The last payment due along with the release of retainage for this contract will be paid by the Owner to the Contractor only after the Contractor has furnished the Owner the Consent of Surety of the recorded bond for final payment.

DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT:

49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 29 C.F.R. part 3

The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Prevailing Wage and Anti-Kickback-

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination* made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

* Please refer to the prevailing wage determination in the solicitation.

PROGRESS REPORTS/UPDATED SCHEDULES:

A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to Date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

INSPECTION AND ACCEPTANCE:

All goods and/or services provided under the resulting agreement are subject to inspection and acceptance upon receipt of completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

REQUIREMENTS:

49 CFR Part 26

The Disadvantaged Business Enterprise (DBE) program applies to all prime contracts (excluding transit vehicle purchases).

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier.

Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this solicitation. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for contracts, when applicable.

Contractor shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of contracts.

PROJECT SPECIFICATIONS - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION:

This project will require the Contractor to follow these specifications:

<http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/default.shtm>

LOCAL VENDOR PREFERENCE:

Preference in solicitations:

- Not to exceed five percent (5%) for amounts between \$35,000 and \$250,000;
- Not to exceed three percent (3%) for amounts between \$250,000.01 and \$500,000;
- Not to exceed two percent (2%) for amounts over \$500,000.
- **For grant funded projects, local preference WILL NOT apply.**

Every Bidder MUST select "Yes" or "No."

- YES, I am a local vendor. (If you selected yes, you must also confirm the requirements below if you desire to receive local preference.)
- NO, I am not a local vendor.

If you desire to receive local preference for this solicitation, you must confirm your business meets the following requirements:

- 1. has its headquarters, a manufacturing facility, a locally-owned franchise, or an operating branch physically located in Marion County;
- 2. has been in operation in Marion County for a minimum of one (1) year prior to the issuance of any City of Ocala solicitation in which they are seeking preference;
- 3. has paid business or real property tax to the City of Ocala or to Marion County for the most recent tax year.

**Vendor will be required to submit a Local Vendor Preference Affidavit immediately upon notification from Procurement if the local preference will affect the outcome of this solicitation.*

Owner/Authorized Company Representative initials:

MA

PROJECT SPECIFICATIONS VOLUME I - GENERAL CONDITIONS FOR CONSTRUCTION:

This project will require the Contractor to follow these specifications: <http://www.bidocala.com/wp-content/uploads/Project-Specifications-Volume-I.pdf>

ENERGY CONSERVATION:

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

The Energy Policy and Conservation requirements are applicable to all contracts. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PERFORMANCE EVALUATION:

At the end of the contract, the City may evaluate vendor performance. This evaluation will become public record.

FEDERAL CHANGES:

49 CFR Part 18

The Federal Changes requirement applies to all contracts.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RETAINAGE WITHHELD:

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the section titled Acceptance and Final Payment. The amount of retainage withheld from the Contractor's monthly partial payments shall be five percent (5%).

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:

a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

MA

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in Accordance with the OMB guidelines at 2 C.F.R. part 180.

These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Ocala. If it is later determined by the City of Ocala that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TRAFFIC CONTROL AND BARRICADES:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of Vehicular and Pedestrian traffic at all locations where work is being done for this project.

In addition to the requirements set forth in the bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

REFERENCES:

REFERENCE # 1

Company Name:

Lake County Florida Faciliti

Contact Person:

Don Glessner, Facilities Co

Phone Number:

352-253-4973

Email Address:

dglessner@lakecounty.gov

Contract Details and/or Comments:

Affordable Structures served as the project GC and provide building construction services to plan, engineer, and erect a new 2500 sf Fire Station (#90-102) in Clermont Florida. Project value was \$ 485,000, duration 7 months, and no LD's were assessed (project completed on time).

REFERENCE #2

Company Name:

SCIF Global Technologies

Contact Person:

Jaye Andone, Pres

Phone Number:

(904) 265-1902

Email Address:

jandone@SCIFGlobal.com

Contract Details and/or Comments:

ASI contracted with SCIF Global Technologies - a DOD security company to design, engineer, manufacture and install (3) data centers for the US Government. Each is located on a secure site in Virginia and required foundation, electrical, plumbing, IT fiber optic / CAT6 cabling and complete PM by ASI. ASI has completed 2 of the 3 data centers and is awaiting site access to deliver and install the third at the Army Training Center in Warrenton Virginia.

REFERENCE #3

Company Name:

Meadowbrook Church Ocal

Contact Person:

Rick Nardino, Facilities Mgr

Phone Number:

352.873.3767

Email Address:

rnardino@mbcocala.org

Contract Details and/or Comments:

ASI served as the Prime Contractor to provide civil work, building, deliver and installation services for (2) modular classrooms for Meadowbrook Church in Ocala. Each CR was 1500 sf with a 500 sf deck between for access. ASI provided all site utility services, to include plumbing, lift station, UG electric, storm water control, permitting through City of Ocala, and completed the project in 100 days from start date.

LOBBYING RESTRICTIONS:

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Signature of Contractor's Authorized Official:

Michael Adams

Name and Title of Contractor's Authorized Official:

Michael Adams, Pres

Date:

TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES:

Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

Prime contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City of Ocala makes to the prime contractor, or as specified in the current F.S. 218.735, whichever time frame is earlier.

UPLOAD ANY REQUESTED AND ADDITIONAL DOCUMENTS HERE REQUESTED AND ADDITIONAL DOCUMENTS

 [CLARIFICATIO...](#) (DOCX, 14.1 KB)

 [Bid Bond, Af...](#) (PDF, 165.3 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The No Obligation clause applies to all third party contracts that are federally funded. The No Obligation clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

REQUIRED LICENSES AND CERTIFICATIONS:

I hereby certify my firm currently holds all licenses and certifications as required by the Scope of Work/Scope of Service. Immediately upon award, vendor will be required to submit all licenses and certifications.

Owner/Authorized Company Representative initials:

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause applies to all third party contracts that are federally funded. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SAFETY AND ENVIRONMENTAL:

Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All

hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-629-8359.

Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative Initials:

MA

PROMPT PAYMENT:

49 CFR 26.29

Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in 49 CFR 26.29 that requires payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the Prime.

SOLICITATION DOCUMENTS:

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: <http://www.bidocala.com/>

ProRFx Florida: <http://florida.prorfx.com/>

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

SUB-CONTRACTORS/SUB-CONSULTANTS AND DBE GOALS:

The bidder represents the sub-contractors/sub-consultants listed below are financially responsible and are qualified, insured, licensed, and certified to do the work required.

The bidder will endeavor to use DBE/MBE subcontractors whenever possible. The City of Ocala's DBE goal is 8.6%. If the project has F-DOT funding, the overall DBE goal is 9.91%. The Ocala International Airport's DBE goal is 12%. DBE firms can be located via this directory: [Florida Department of Transportation DBE Directory](#)

No Sub-contractors/Sub-consultants will be utilized.

Bidder/Prime Contractor/Consultant must perform a minimum of 30% of the work with their own forces unless specified differently in the Scope of Work.

NOTE: Bidder/Prime Contractor/Consultant not providing an accurate, good faith estimate of sub-contractor/sub-consultant percent (%) of work may have their bid rejected.

SUB-CONTRACTOR/SUB-CONSULTANT #1

Company Name:
Work Category:
City, State:
 DBE MBE
Percent of Work: %

SUB-CONTRACTOR/SUB-CONSULTANT #2

Company Name:
Work Category:
City, State:
 DBE MBE
Percent of Work: %

SUB-CONTRACTOR/SUB-CONSULTANT #3

Company Name:
Work Category:
City, State:
 DBE MBE
Percent of Work: %

SUB-CONTRACTOR/SUB-CONSULTANT #4

Company Name:
Work Category:

City, State:

DBE MBE

Percent of Work:

 %

RESOLUTION OF BREACHES AND DISPUTES:

49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ocala, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which City of Ocala is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City of Ocala or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

BIDDER CONTRACTS:

Bidder contracts/agreements will not be accepted. City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

TERMINATION:

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

a. Termination for Convenience (General Provision): The City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Ocala's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of it in the manner the City of Ocala directs.

b. Termination for Default [Breach or Cause] (General Provision): If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Ocala may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision): The City of Ocala, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

e. Termination for Convenience (Professional or Transit Service Contracts): The City of Ocala, by written notice, may terminate this contract, in whole or in part, when it is in the City of Ocala's interest. If this contract is terminated, the City of Ocala shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

g. Termination for Default (Transportation Services): If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of City of Ocala goods, the Contractor shall, upon direction of the City of Ocala, protect and preserve the goods until surrendered to the City of Ocala or its agent. The Contractor and City of Ocala shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

h. Termination for Convenience or Default (Architect and Engineering): City of Ocala may terminate this contract in whole or in part, for City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of City of Ocala, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Ocala may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Ocala resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

by the City of Ocala in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Ocala, acts of another contractor in the performance of a contract with City of Ocala, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies City of Ocala in writing of the causes of delay. If, in the judgment of City of Ocala, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Ocala shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Ocala.

j. Termination for Convenience or Default (Architect and Engineering): The City of Ocala may terminate this contract in whole or in part, for the City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Ocala's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. City of Ocala has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the City of Ocala, the City of Ocala's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Ocala. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

k. Termination for Convenience or Default (Cost-Type Contracts): The City of Ocala may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of City of Ocala or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Ocala, or property supplied to the Contractor by the City of Ocala. If the termination is for default, the City of Ocala may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Ocala and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of City of Ocala, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the City of Ocala determines that the Contractor has an excusable reason for not performing, the City of Ocala, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS EMPLOYMENT:

FTA Circular- 4220.1F - Chapter IV, Part 2, c.(1)

Recipients and subrecipients of Federal financial assistance under this contract shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

The incorporation of FTA terms applies to all contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E (or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

1.7.1. Line Item Bus Shelter Pricing

Item 1 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2041

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2041, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.2. Line Item Bus Shelter Pricing

Item 2 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2042

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2042, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.3. Line Item Bus Shelter Pricing

Item 3 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2043

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2043, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.4. Line Item Bus Shelter Pricing

Item 4 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3022

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #3022, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.5. Line Item Bus Shelter Pricing

Item 5 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3032
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #3032, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.6. Line Item Bus Shelter Pricing

Item 6 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #3043
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #3043, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.7. Line Item Bus Shelter Pricing

Item 7 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #3044
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #3044, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.8. Line Item Bus Shelter Pricing

Item 8 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #4005
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #4005, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.9. Line Item Bus Shelter Pricing

Item 9 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #5032
MFG Name ----
MFG Part No ----
MFG Model No ----

Description of what is needed Lump sum price for construction and installation of transit shelter ID #5032, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.10. Line Item Bus Shelter Pricing

Item 10 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #5033

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #5033, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.11. Line Item Bus Shelter Pricing

Item 11 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #6008

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #6008, per the scope of work and plan set.


Your Bid (Unit Price in \$)

2. Required Submittals

*2.1. Exhibit F - List of Completed Projects

One or more items in this section are required.

Upload your completed Exhibit F - List of Completed Projects, as outlined in the scope of work, HERE.

 [Exhibit F.docx](#) (DOCX, 14.0 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

Scope Of Work

On behalf of the Ocala/Marion County Transportation Planning Organization (TPO), the City of Ocala is seeking bids from vendors for the provision and installation of transit shelters and associated features for the SunTran public transit system. The TPO's goal is to promote ridership of SunTran by providing safe, accessible and durable transit stops that include appropriate components and amenities for the maximum convenience, comfort, security, safety, and shelter of transit system patrons.

This project includes the construction of transit shelters, solar powered lighting (or alternating current where available) and necessary site work. The transit shelters will be installed at eleven (11) different locations within public right-of-way, as specified in **Exhibit A – Plan Set**.

References

Bidders must provide references for at least two (2) similar projects that have been completed within the past three (3) to five (5) years, which are similar to the work described herein. Bidders must upload a completed **Exhibit F - List of Completed Projects** in the "Required Submittals" section of this listing.

Buy America Requirement

The contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are set out at 49 USC

5323(j)(2)(C) and 49 CFR §661.11.

See the "Buy America Requirements" section under "Special Conditions" in this listing.

Davis-Bacon Act and Copeland Anti-Kickback Act

Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. See **Exhibit E – Davis Bacon Wage Rate Table**.

Design Parameters

Engineered drawings of the site work, solar powered lighting (or alternating current), and a location map for each shelter are provided in Exhibit A. Costs will vary by location due to additional concrete or drainage work as required to comply with ADA standards. The bid must include costs for each location, as a corresponding lump sum per plan.

The design of shelters and associated facility feature is important in promoting the SunTran transit system. All shelter designs and associated furniture must be compatible with the photo provided in **Exhibit B**. Shelter designs that differ from the provided photo shall be evaluated by staff and approved by the TPO Board in terms of compatibility with the surrounding community.

Specific design directives that apply to the shelters are as follows:

- Shelter size shall be approximately five feet (5') deep by ten feet (10') wide. Shelters shall be able to be constructed within the footprints provided in the enclosed engineered drawings for each site.
- The minimum specifications for shelter wind load strength must be certified by a licensed Architect/Engineer to be in compliance with the Florida Building Code.
- All shelters (except for Transit ID 3043, 4005, 5032, 5033) must incorporate a self-contained solar powered commercial lighting system (or alternating current, where available).
- All shelters shall provide a permanently secured and appropriately sized bench.
- All shelters shall provide for maximum shelter from sun and rain based on normal Central Florida weather conditions.
- Shelters shall incorporate powdered coated steel structural components, a metal roof, and ventilated side panels for maximum air circulation.
- Shelters must meet all ADA requirements, pursuant to F.S. 337.408. Accessibility by persons with all disabilities to and from the shelter is required for all sheltered locations. This requirement extends to public access to each bus stop site, to include provision and installation of additional concrete as specified in each site design.
- Shelters shall meet the color requirements as specified in Exhibit A.
- Contractor is fully responsible for on-site verification of conditions to include verification that site specific conditions are acceptable for product installation in accordance with manufacturer's instructions.
- All metal surfaces of the shelter or related components shall be smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names and roughness.

Pricing/Award

Pricing will be provided as a lump sum cost for each location, per plans. Award will be determined by the lowest total bid amount (grand total of all line items).

The lump sum price for each location must include the following:

Transit Shelter ID #2041, 2042, 2043, 3022, 3032, 3044, and 6008

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- Solar Lighting Kit (Installation included)
- All necessary permits

Transit Shelter ID #3043, 4005, 5032, and 5033

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- All necessary permits

Project Specifications

All work requirements shown on the plans for this project and not otherwise detailed shall be accomplished as specified in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, FDOT Florida Greenbook, Manual on Uniform Traffic Control Devices (MUTCD), and Volume I, City of Ocala "General Conditions for Construction". In the event of conflict between the plans and specifications, the more restrictive will apply.

Volume I can be downloaded from:

<http://www.bidocala.com/wpcontent/uploads/ProjectSpecificationsVolumel.pdf>

FDOT Standard Specifications for Road and Bridge Construction can be obtained from:

<http://www.dot.state.fl.us/programmanagement/implemented/SpecBooks/>

FDOT Florida Greenbook can be obtained by downloading from:

<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>

MUTCD (Manual on Uniform Traffic Control Devices) can be obtained by downloading from: http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm

Bond Requirements

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.

Public Construction Bond: The successful Bidder will be required to furnish a certified, recorded Public Construction Bond (as security for the faithful performance of the payment of all bills and obligations arising from the performance of the contract).

Maintenance and Guarantee Bond: The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for a period of three (3) years for labor and three (3) years for materials from the date of final completion.

Contract Time

Bidder agrees that the work will be substantially completed within one hundred fifty (150) days, and completed and ready for final payment within thirty (30) days after substantial completion.

Overtime

The normal/standard working hours for this project are 7:00 AM - 5:00 PM, Monday through Friday, excluding holidays. Any overtime incurred by the City will be invoiced to the Contractor; this includes inspectors and line crew. Overtime is defined as work before 7:00 AM or after 5:00 PM, Monday through Friday; work on the weekend; or work on holidays. Overtime will still be charged to Contractor even if contract work time is less than 40 hours per week, anytime the work is completed outside of the normal/standard working hours.

Liquidated Damages

The Contractor shall pay the City \$958.00 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.

Permits

Contractor will be responsible for obtaining the following permits at no additional cost to the City/TPO (see <http://ocalafl6.visioninternet.net/Home/ShowDocument?id=2885> for costs associated with all City of Ocala permits):

- City of Ocala Building and Electrical Permit
- City of Ocala Right of Way Utilization Permit

Documents and Forms:

The following documents and forms needed for this solicitation can be found on the City of Ocala website at: <http://www.bidocala.com/vendor-resources/>

- Bid Bond
- Public Construction Bond
- Maintenance and Guarantee Bond, 3 Years

Exhibits

- Exhibit A - Plan Set
- Exhibit B – Photo of Transit Shelter
- Exhibit C - Project Sign Construction Detail
- Exhibit D - Davis Bacon Wage Rate Table
- Exhibit E – Federal Appendices A and E
- Exhibit F - List of Completed Projects

Qty	Unit of Measure	Type of Product	MFG Name	MFG Part No	MFG Model No	Description of what is needed	Price (Interest Percent)	Price (Unit Cost in \$)	Price (Margin in \$)	Price (M
1	LUMP SUM	Transit Shelter ID #2041				Lump sum price for construction and installation of transit shelter ID #2041, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #2042				Lump sum price for construction and installation of transit shelter ID #2042, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #2043				Lump sum price for construction and installation of transit shelter ID #2043, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #3022				Lump sum price for construction and installation of transit shelter ID #3022, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #3032				Lump sum price for construction and installation of transit shelter ID #3032, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #3043				Lump sum price for construction and installation of transit shelter ID #3043, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #3044				Lump sum price for construction and installation of transit shelter ID #3044, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #4005				Lump sum price for construction and installation of transit shelter ID #4005, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #5032				Lump sum price for construction and installation of transit shelter ID #5032, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #5033				Lump sum price for construction and installation of transit shelter ID #5033, per the scope of work and plan set.		\$16,164.00		
1	LUMP SUM	Transit Shelter ID #6008				Lump sum price for construction and installation of transit shelter ID #6008, per the scope of work and plan set.		\$16,164.00		

Exhibit F - List of Completed Projects

Project #1 Project Owner: Lake County Board of Commissioners

Project begin/end dates: 12/2015 – 6/2016

Description: Design, engineer, fabricate and install a 2500 sf Fire Station in
Clermont Florida. SOW included permitting through final completion.

Value \$ 485,000

Project #2 Project Owner: Meadow Brook Church

Project begin/end dates: 04/2016 – 09/2016

Description: Permit, engineer, refurbish, and install 2500 sf of new classroom
Space in the CITY OF OCALA. Value \$ 250,000, included site work.

Project #3 Project Owner:

Project begin/end dates: Multiple site in US - 2013- Present

Description: Design, engineer, fabricate and install multiple top secret Fed Gov
Secure data facilities for various agencies. USAF, DOD, Army,



Procurement

BID BOND

Executed in 3 Counterparts

BIDDER (Name and Address):

Affordable Structures
28400 CR 561, Tavares, FL 32778

SURETY (Name and Address of Principal Place of Business):

Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306-3498

OWNER (Name and Address):

City of Ocala, Florida
110 SE Watula Avenue, Ocala, FL 34471

BID: BID NUMBER AND DUE DATE: 2/23/17
PROJECT (Name, Brief Description Including Location): Bus Shelter Construction, Various Locations, Ocala, FL
ITB: 02031700000016 / TPO 16-013

BOND: BOND NUMBER (if applicable): N/A Date Not later than Bid due date): 2/23/17
PENAL SUM (5% of Bid Amount): EIGHTY EIGHT HUNDRED NINETY AND 20/100 8,890.20
(Words) (Figures)

IN WITNESS WHEREOF, SURETY and BIDDER, intending to be legally bound hereby, subject to the terms printed below, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Whereas, the SURETY and BIDDER, are held and firmly bound unto the City of Ocala, a Municipal Corporation of Marion County, Florida, in the full and just sum of 5% of the amount of the (Bid)/(Proposal) good and lawful money of the United States of America, to be paid upon demand of the City of Ocala, Florida, to which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally and firmly these presents.

NOW, THEREFORE: The conditions of this obligation are such that if the Bid/Proposal be accepted, the BIDDER shall, within twenty (20) days after the date of receipt of written Notice of Award, execute a contract in accordance with the Proposal and upon the terms, conditions and price set forth therein, in the form and manner required by the City of Ocala, Florida and execute a sufficient and satisfactory Performance Bond and/or Payment Bond; or Public Construction Bond (based on the solicitation requirements) payable to the City of Ocala, Florida in an amount of one hundred percent (100%) of the total contract price, in form and with security satisfactory to said City, then this Bid Bond obligation is to be void; otherwise to be and remain in full force and virtue in law, and the Surety shall, upon failure of the BIDDER to comply with any or all of the foregoing requirements within the time specified above, immediately pay to the aforesaid City, upon demand, the amount thereof, in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

BIDDER

Affordable Structures (Seal)
Bidder's Name and Corporate Seal

By: Michael Adams, Pres.
Signature and Title

Attest: [Signature]

SURETY

Merchants Bonding Company (Mutual) (Seal)
Surety's Name and Corporate Seal

By: Teresa L. Durham
(Signature and Title (Attach Power of Attorney)
Teresa L. Durham, Attorney-In-Fact & FL Licensed Resident Agent

Attest: Jenna Pagan, Witness

- Note: (1) Above addresses are to be used for giving required notice.
(2) Any singular reference to BIDDER, SURETY, the OWNER or other party shall be considered plural where applicable.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Cheryl Foley; Don Bramlage; Glenn Arvanitis; Gloria A Richards; Jeffrey W Reich; Kim E Niv; Lisa Roseland; Sonja Amanda Floree Harris; Susan L Reich; Teresa L Durham

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIFTEEN MILLION (\$15,000,000.00) DOLLARS

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

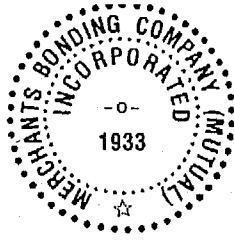
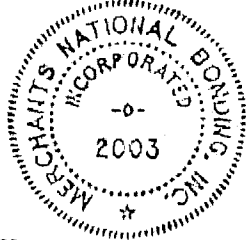
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of July, 2016

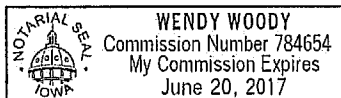


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 1st day of July, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

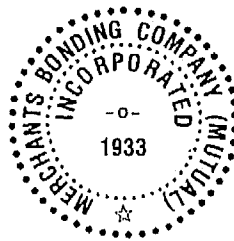


Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of February, 2017



William Warner Jr.
Secretary



FLORIDA SURETY BONDS, INC.

Maitland, FL
407-786-7770

Daytona Beach, FL
386-898-0507

Dunedin, FL
727-333-7990

www.FloridaSuretyBonds.com

CLARIFICATIONS to Bid / ITB# TPO/16-013

1. Prime (bidding) contractor will use Spencer Fabrication as shelter supplier.

Spencer Fabrications Inc.
29511 County Road 561
Tavares, FL 32778
PH: 352-343-0014

References as follows:

1. Lake County, FL- Sub-Contract 2015 to present
2. LYNX, Orlando FL-, Contract 1998 to present
3. SCAT, Sarasota County, FL- Contract 2015 to present
4. HART, Hillsborough County, FL- Contract 2014 to 2016
5. City of Hattiesburg, Hattiesburg, MS. Multiple projects 2013-2016

CLARIFICATIONS to Bid

1. Bidder has elected to fabricate powder coated aluminum in lieu of steel.
2. Contractor reserves the right to schedule each shelter based upon efficiencies in work schedule and
3. Circumstances or conditions that are outside of the control of the GC shall constitute an extension of contract time. E.g. power lines, change in location, rejection of City prepared site plan by Planning / Zoning / Building Dept.

End of section

Bidder:

Acolite & Claude United Signs Co., Inc.

ProRFx ID: ITB0203170000016

Ended

[HIDE LISTING DETAILS](#) ↑



Procurement

Format: Client Purchase
ProRFx ID: ITB0203170000016
Solicitation No: ITB# TPO/16-013
ProRFx Type: ITB: Services
Listing Category: [25190000] Transportation services equip... [MORE](#) ↓
 [72141600] Mass transit system construct... [MORE](#) ↓
 [72152705] Sidewalk or ramp construction... [MORE](#) ↓
 [72152710] Foundation and footing constr... [MORE](#) ↓
 [95141801] Shelter

Bid Name: Bus Transit Shelters- Construction... [MORE](#) ↓

Scope of Work:

On behalf of the Ocala/Marion County Transportation Planning Organization (TPO), the City of Ocala is seeking bids from vendors for the provision and installation of transit shelters and associated features for the SunTran public transit system. The TPO's goal is to promote ridership of SunTran by providing safe, accessible and durable transi... [VIEW ALL](#)

Listing Image: (JPG, 42 KB)
Listed By: The City of Ocala
Industry Type: City and town managers' offices
Listing Creator: [Contact information](#)
Contact Name: Mrs. Maria Tomlin
Contact Email: mtomlin@ocalafl.org
Contact Phone: (352) 629-8360
Ship to Location: 110 SE Watula Avenue
Address1: 110 SE Watula Avenue
Address2: CITY HALL
City: Ocala **State:** FL **Zip/Postal:** 34471
Listing Class.: **ITB** Invitation To Bid
Listing Start Date: 2/3/2017 4:00:00 PM EST
Listing Ends After: End Date/Time reached
Listing End Date: 2/23/2017 2:00:00 PM EST
Bid Closes: 2/23/2017 2:00:00 PM EST
Listing Status: **CLOSED** Award Review

IMPORTANT COMMENTS EXIST

[View Answers & Comments](#)

IMPORTANT BID DOCUMENT(S)

- [Exhibit A - Plan Set \(3.87 MB - PDF\)](#)
- [Exhibit B - Photo of... MORE](#) ↓ (800.6 KB - PDF)
- [Exhibit C - Project... MORE](#) ↓ (142.4 KB - PDF)
- [Exhibit D - Davis Ba... MORE](#) ↓ (1.61 MB - PDF)
- [Exhibit E - Federal... MORE](#) ↓ (1.23 MB - PDF)
- [Exhibit F - List of... MORE](#) ↓ (179.1 KB - PDF)

Formal Question Due By:

2/16/2017 @ 5:00 PM EST

[Listing View](#)

[Vendor Questions \(12, 12\)](#)

Bid Details

Services - ITB

Bidder: Acolite & Claude United Signs Co., Inc.
Submitted: 2/23/2017 1:30:33 PM

1. Response Requirements

1.1. Contract Value

The ESTIMATED initial contract value is: \$ AS BID

*1.2. General Terms & Conditions

One or more items in this section are required.

* By checking this box you have read and agree to the City's Terms & Conditions.

[Click to open and read the General Terms and Conditions this transaction will be governed with.](#)

Enter your full name (Owner/Authorized Company Representative only):
 Ralph Moreno

1.3. Anti-Lobbying/Communication

ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS:

To ensure fair consideration for all proposers/bidders, the City strictly prohibits any communication, whether or not written, verbal, or through a third party, relative to this solicitation with any department, City official, City Council member, or employee during the submission process, except inquiries directly made to the Procurement Department, Procurement Director, or as provided in the protest policy located at: www.bidocala.com/vendor-resources/

Additionally, the City prohibits communications initiated by a proposer/bidder, or agent, or third party of proposer/bidder to any City official(s), City Council member(s), or employee(s) evaluating or considering the proposals/bids prior to, and up to the time an award decision is made at a scheduled City Council meeting.

***** Any prohibited communications initiated by a proposer/bidder, or a third party on behalf of proposer/bidder, will be grounds for disqualifying the offending proposer/bidder from consideration for award of the solicitation. *****

1.4. Insurance

Click [HERE](#) to download the Standard Insurance Requirements for the City of Ocala

*1.5. Vendor Agreements

One or more items in this section are required.

Compliance Certification:

As an authorized company representative, I certify my firm or corporation:

Complies fully with the requirements of Florida Statute 287.087 for a Drug Free Workplace.

Agrees to use the Department of Homeland Security's E-Verify system when hiring new employees for the term of the contract. (E-Verify is an electronic system designed to verify the documentation of job applicants. It is operated by the U.S. Department of Homeland Security.)

Owner/Authorized Company Representative initials:

RM

Bidder Certification (Construction Project - Lump Sum):

By my submission of a bid response, and in accordance with your solicitation, I hereby submit this proposal and agree, if my proposal is accepted, to execute a contract with the City of Ocala in accordance with the solicitation and proposer response. I certify I have read, and will be bound by, all the terms and conditions of this solicitation and any resulting addenda and amendments, in its entirety and understand the scope of work and specification requirements.

Contractor/Bidder agrees to accept the Lump Sum Price as full compensation for doing all work, furnishing all materials, and performing all work embraced in the solicitation/bidding documents, for all loss or damage arising out of performance of the work and from the

Sort By: **Best Match** Compare

Vendor Bid

COMPLETE

Labor	\$222,756.93
Material	+ \$0.00
\$222,756.93	

No Scoring Req. Compare

[REJECT](#)

[FINALIST \[?\]](#)

[BAFO \[?\]](#)

Award Status

No Award

Set Award Status

Acolite & Claude United Signs Co., Inc.
 540 W 83rd St
 Hialeah, FL, 33014
[W-9](#)
Ralph Moreno
 Email: ralph@acusigns.com
 Work: (305)3623333 x217

★★★★★(0)
(0 Ratings)

INTERNAL INFO *(not displayed to internet users)* SHOW ▾

EXTERNAL INFO *(displayed to all internet users)* SHOW ▾

Previous Page **1** of 1 Next

Sort By: **Best Match** Compare

action of the elements or from any unforeseen or unknown difficulties or obstructions which may arise or be encountered in the prosecution of the Work until the Final Acceptance; and for all risks of every description connected with the Work.

Contractor/Bidder acknowledges that they studied, considered, and included in Bidder's Lump Sum Bid all costs of any nature relating to: (1) performance of the work under Central Florida weather conditions; (2) applicable law, licensing, and permitting requirements; (3) the Project site conditions, including but not limited to, subsurface site conditions; (4) the terms and conditions of the solicitation/bidding documents, including, but not limited to, the indemnification and no damage for delay provisions.

Contractor/Bidder has given the City or the Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by the City or the Engineer is acceptable to Bidder.

Under no circumstance will the Bidder rely on the estimated quantities provided, in the Schedule of Bid Prices, or within the solicitation. Bidder acknowledges their lump sum bid was developed using Bidder's own estimating department to establish quantities based upon the specified project plans and/or the solicitation.

I certify I am the owner or an authorized officer or agent for the above company and the information supplied herein, including all pages attached, is correct and neither the applicant nor any person or concern in any connection with the applicant as a principal officer, so far as is known, is now debarred or otherwise declared ineligible by the City of Ocala from bidding for furnished materials, supplies or services to the City of Ocala or agency thereof.

Owner/Authorized Company Representative initials:

RM

***1.6. SPECIAL CONDITIONS**

One or more items in this section are required.

ACCESS FOR INDIVIDUALS WITH DISABILITIES:

Contractor agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. Contractor also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, Contractor agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:


- a. U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- b. U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- c. Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e. U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f. U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g. U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h. U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i. U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j. FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k. Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.


BID BOND:


Bid security equal to five percent (5%) of the total bid must accompany each Bid.

Acceptable formats: AIA document A310, or EJCDC form. Bid Bond form also available on City of Ocala website using this link: [Bid Bond Form](#)

UPLOAD EXECUTED BID BOND HERE

 [COI-ACUSigns...](#) (PDF, 104.5 KB)

 [4182_001.pdf](#) (PDF, 216.8 KB)

 [W-9.pdf](#) (PDF, 124.8 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

CARE OF WORK:

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the City of Ocala.

The Contractor shall avoid damaging sidewalks, streets, curbs, pavements, utilities, structures or any other property (except that which is to be replaced or removed) either on or adjacent to the site. He shall repair, at his own expense and in manner satisfactory to the City of Ocala, any damage thereto caused by his operations.

All water and gas mains, all sewer and other pipes, and all conduits and other underground work of any nature, crossing or projecting into any trench or excavation and all appurtenances thereto, such as Cast Iron Valve Boxes, curb boxes, manhole casting, etc., shall be sufficiently and adequately shored and supported by timber and planking and protected by the Contractor from injury, and any damage or injury thereto shall be repaired by the Contractor at his own expense to the satisfaction of the Engineer.

ADA NEEDS:

Please call the procurement professional shown on this listing forty-eight (48) hours in advance so arrangements can be made if reasonable accommodations are needed for you to participate in any meeting.

ACCESS TO RECORDS AND REPORTS:

49 U.S.C. § 5325(g), 2 C.F.R. § 200.333, 49 C.F.R. part 633

The record keeping and access requirements apply to all contracts funded in whole or in part with FTA funds. Under 49 U.S.C. § 5325(g), FTA has the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

The record keeping and access requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

AUDIT AND INSPECTION OF RECORDS:

The contractor shall permit the authorized representatives of the U.S. Department of Transportation and of the Comptroller General of the United States to inspect and audit all data and records of the contractor relating to its performance and its subcontracts under this contract with which federal funds are used from the date of the contract through and until the expiration of three years after completion of the contract. This section excludes the inspection data and records required in Part III: Quality Assurance Provisions. The inspection and audit provided in this section does not include an audit of the manufacturer's cost and/or profit, with the execution of single bid or sole source situations.

MAINTENANCE AND GUARANTEE BOND:

The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for a period of 3 year(s) for labor and 3 year(s) for materials from the date of substantial completion and acceptance of project by Owner.

CONTRACT TIME:

Contractor agrees, as a condition for submitting a bid, that the Work will be substantially completed within 150 day(s), and completed and ready for final payment in accordance with the Agreement within 30 day(s)

after substantial completion.

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 at the pre-construction conference, not to exceed 7 days from the preconstruction date.

The Contractor must be able to mobilize and begin construction no later than 7 working 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.

CLARIFICATIONS AND CORRECTIONS:

The City of Ocala reserves the right, where it may serve the City's best interest, to request additional information or clarifications from bidders/proposers, or to allow corrections of errors or omissions.

CONTRACTOR'S APPROVAL:

The Contractor shall approve the Project Manager's/Engineer's final estimate or advise the Project Manager/Engineer of his/her objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement.

PUBLIC CONSTRUCTION BOND:

The successful Bidder shall furnish to the City, as Owner, a certified, and recorded Public Construction Bond, drafted per Florida Statute 255.05, in an amount not less than: \$ TOTAL BID AMOUNT

This Public Construction Bond is required to guarantee the bidder will deliver a completed project, and will pay all persons supplying them with labor and/or material for the project.

CONTRACTOR'S EMPLOYEES:

The foreman, employees, mechanics and other employed by the Contractor shall be skilled in the work given to them to do. Any employee of the Contractor who may use profane or abusive language to the Engineer or any Inspector, or otherwise impede or embarrass him in the performance of his duties, or who obstructs the progress of the work, shall upon the request of the Engineer, be immediately discharged and not again employed without consent of the Engineer.

In doing any work contemplated by this contract, eight (8) hours shall constitute a legal day's work by any laborer or workman employed by said Contractor hereon.

BUY AMERICA REQUIREMENTS:

49 U.S.C. 5323(j), 49 C.F.R. part 661

The Buy America requirements apply to the following types of contracts: Construction Contracts and Acquisition of Goods or Rolling Stock (valued at more than \$150,000). The Buy America requirements flow down from FTA recipients and sub-recipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A bidder or offeror must submit to the FTA recipient (City of Ocala) the appropriate Buy America certification below with its bid. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.

-----COMPLETE ONE OF THE BELOW CERTIFICATIONS-----

Certificate of Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date:

Typed signature:

Company:

Name:

Title:

Certificate of Non-Compliance with Buy America Requirements:

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date:

Typed Signature:

Company:

Name:

Title:

FINAL ESTIMATE FOR PAYMENT:

After the Contractor has approved, or approved under protest, the Engineer's final estimate, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all other amounts to be deducted under the provisions of the contract.

CONFLICT OF INTEREST:

Disclose the name(s) of any employee, officer, director, shareholder, or agent of your firm that is also a City of Ocala employee or public official:

Disclose the name(s) of any City of Ocala employee or public official that is a known relative of an employee, officer, director, shareholder, or agent of your firm:

Failure to disclose known conflicts of interest may result in bid rejection and/or contract termination, if awarded.

City of Ocala employees who have a 5% or more interest in a bidder's firm must also complete an "Officer and Employee Disclosure Statement" which can be obtained at www.bidocala.com under Vendor Resources. This form includes instructions and relative Florida statutes. Failure to complete this form, if applicable, may result in bid rejection.

CARGO PREFERENCE REQUIREMENTS:

46 U.S.C. § 55305, 46 C.F.R. part 381

The Cargo Preference requirements apply to all contracts involved with the transport of equipment, material, or commodities by ocean vessel.

Cargo Preference - Use of United States-Flag Vessels

The contractor agrees:

(a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

(b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

(c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

CONTRACT FAILURE - BIDDING SUSPENSION

I understand and agree to the following:

Bidders who submit a bid and/or enter into a contract with the City of Ocala and fail to fulfill the contract term, for any reason, will be subject to future bidding suspension for year (1), and up to a possible three (3) year bid debarment for serious contractual failures.

Owner/Authorized Company Representative initials:

LIQUIDATED DAMAGES:

The Contractor shall pay the City \$ 958.00 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 until Final Completion and acceptance of the project by the City.

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.

CIVIL RIGHTS LAWS AND REGULATIONS AND REQUIREMENTS:

The following Federal Civil Rights laws and regulations apply to all contracts. The Civil Rights requirements flow down to all third party contractors and their contracts at every tier.

Civil Rights and Equal Opportunity The City of Ocala is an Equal Opportunity Employer. As such, the City of Ocala agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Ocala agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

4. Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

MANUFACTURER SERVICES:

The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturer/supplier's representative, start-up and operational tests on the equipment and system.

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT:

42 U.S.C. §§ 7401 – 7671q; 33 U.S.C. §§ 1251-1387, 2 C.F.R. part 200, Appendix II (G)

The Clean Air and Clean Water Act requirements apply to each contract and subcontract exceeding \$150,000.

The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Contractor agrees:

- 1) It will not use any violating facilities;
- 2) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- 3) It will report violations of use of prohibited facilities to FTA; and

4) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

OWNER:

The Project has been designed for the City of Ocala ("Owner"), who may also be referred to in the Bid Documents as Project Manager, or the Engineer.

All work and material furnished under this contract shall be furnished under the direction of, and to the satisfaction and approval of the Owner. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Owner, and shall be based upon the stated requirements in the Bid and Contractor's Bid response. This power and authority shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

The Contractor warrants all materials, equipment, or supplies furnished and all work performed under this contract will be new, of specified quality, free from faults and defects, free from faulty design, and of sufficient size and capacity and of proper materials to meet in all respects the requirements of the contract. The Contractor shall obtain for the benefit of the Owner all standard warranties of subcontractors, suppliers, and manufactures of all material, equipment or supplies manufactured, furnished or installed.

CONTRACT WORK HOURS AND SAFETY STANDARDS:

40 U.S.C. §§ 3701-3708, 29 C.F.R. part 5

The Contract Work Hours and Safety Standards Act apply to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Contract Work Hours and Safety Standards:

For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

Contract Work Hours and Safety Standards for Awards Not Involving Construction:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3)

years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

PROGRESS PAYMENTS AND RETAINAGE:

Progress payments will be made at least once each month as work is completed. Retainage under the Contract Documents will be held as collateral security to secure completion of the Work. Payment will be made each month in the amount of ninety-five percent (95%) of the estimated value of the services provided at the job site during the previous calendar month, provided the work is reasonably complete. The Owner will withhold five percent (5%) of the amount of each progress payment. The last payment due along with the release of retainage for this contract will be paid by the Owner to the Contractor only after the Contractor has furnished the Owner the Consent of Surety of the recorded bond for final payment.

DAVIS-BACON ACT AND COPELAND ANTI-KICKBACK ACT:

49 U.S.C. § 5333(a), 40 U.S.C. §§ 3141 – 3148, 29 C.F.R. part 5, 29 C.F.R. part 3

The Davis-Bacon Act and the Copeland "Anti-Kickback" Act apply to all prime construction, alteration or repair contracts in excess of \$2,000. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Prevailing Wage and Anti-Kickback-

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination* made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

* Please refer to the prevailing wage determination in the solicitation.

PROGRESS REPORTS/UPDATED SCHEDULES:

A progress report and updated project schedule must be submitted with each monthly pay request indicating the Percent of Services Completed to Date. This report will serve as support for payment to Contractor and the basis for payment in the event project is suspended or abandoned.

INSPECTION AND ACCEPTANCE:

All goods and/or services provided under the resulting agreement are subject to inspection and acceptance upon receipt of completion by an authorized representative of City. Payment shall not be authorized until the goods and/or services have been received, accepted, and properly invoiced. City reserves the right to have rejected goods replaced by Vendor at the purchase price stipulated in this Agreement; or to return the rejected goods for full credit at the price charged. Transportation costs and any additional costs will be borne by Vendor in each instance. City's rights with respect to rejection of material are not waived by failure to notify Vendor promptly upon receipt of delivery.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS:

49 CFR Part 26

The Disadvantaged Business Enterprise (DBE) program applies to all prime contracts (excluding transit vehicle purchases).

The DBE contracting requirements flow down to all third party contractors and their contracts at every tier.

Contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts under this solicitation. In this regard, contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for contracts, when applicable.

Contractor shall not discriminate on the basis of race, creed color, national origin, age, or sex in the award and performance of contracts.

PROJECT SPECIFICATIONS - FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION:

This project will require the Contractor to follow these specifications:
<http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/default.shtm>

LOCAL VENDOR PREFERENCE:

Preference in solicitations:

- Not to exceed five percent (5%) for amounts between \$35,000 and \$250,000;
- Not to exceed three percent (3%) for amounts between \$250,000.01 and \$500,000;
- Not to exceed two percent (2%) for amounts over \$500,000.
- **For grant funded projects, local preference WILL NOT apply.**

Every Bidder MUST select "Yes" or "No."

- YES, I am a local vendor. (If you selected yes, you must also confirm the requirements below if you desire to receive local preference.)
- NO, I am not a local vendor.

If you desire to receive local preference for this solicitation, you must confirm your business meets the following requirements:

- 1. has its headquarters, a manufacturing facility, a locally-owned franchise, or an operating branch physically located in Marion County;
- 2. has been in operation in Marion County for a minimum of one (1) year prior to the issuance of any City of Ocala solicitation in which they are seeking preference;
- 3. has paid business or real property tax to the City of Ocala or to Marion County for the most recent tax year.

**Vendor will be required to submit a Local Vendor Preference Affidavit immediately upon notification from Procurement if the local preference will affect the outcome of this solicitation.*

Owner/Authorized Company Representative initials:

RM

PROJECT SPECIFICATIONS VOLUME I - GENERAL CONDITIONS FOR CONSTRUCTION:

This project will require the Contractor to follow these specifications:
<http://www.bidocala.com/wp-content/uploads/Project-Specifications-Volume-I.pdf>

ENERGY CONSERVATION:

42 U.S.C. 6321 et seq., 49 C.F.R. part 622, subpart C

The Energy Policy and Conservation requirements are applicable to all contracts. These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

PERFORMANCE EVALUATION:

At the end of the contract, the City may evaluate vendor performance. This evaluation will become public record.

FEDERAL CHANGES:

49 CFR Part 18

The Federal Changes requirement applies to all contracts.

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RETAINAGE WITHHELD:

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in the section titled Acceptance and Final Payment. The amount of retainage withheld from the Contractor's monthly partial payments shall be five percent (5%).

FLORIDA STATUTE 287.133: Public Entity Crime; denial or revocation of the right to transact business with public entities.

Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states:

a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being

placed on the convicted vendor list.

Owner/Authorized Company Representative initials:

RM

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION:

2 C.F.R. part 180, 2 C.F.R part 1200, 2 C.F.R. § 200.213, 2 C.F.R. part 200 Appendix II (I), Executive Order 12549, Executive Order 12689

A contract award (of any tier) in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.

These requirements extend to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City of Ocala. If it is later determined by the City of Ocala that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City of Ocala, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

TRAFFIC CONTROL AND BARRICADES:

The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of Vehicular and Pedestrian traffic at all locations where work is being done for this project.

In addition to the requirements set forth in the bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

REFERENCES:

REFERENCE # 1

Company Name:

Seacoast Construction

Contact Person:

George Abadie

Phone Number:

786-433-8140

Email Address:

george.abadie@seacoastc

Contract Details and/or Comments:

REFERENCE #2

Company Name:

The Related Group

Contact Person:

Carlos Sardinas

Phone Number:

305-338-8636

Email Address:

csardina@relatedgroup.com

Contract Details and/or Comments:

REFERENCE #3

Company Name:

Contact Person:

Phone Number:

Email Address:

Contract Details and/or Comments:

LOBBYING RESTRICTIONS:

31 U.S.C. § 1352, 2 C.F.R. § 200.450, 2 C.F.R. part 200 appendix II (J), 49 C.F.R. part 20

The lobbying requirements apply to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant.

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Typed Signature of Contractor's Authorized Official:

Ralph Moreno

Name and Title of Contractor's Authorized Official:

Ralph Moreno, Estimator

Date: 2/23/17


TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES:


Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

Prime contractors shall pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City of Ocala makes to the prime contractor, or as specified in the current F.S. 218.735, whichever time frame is earlier.

UPLOAD ANY REQUESTED AND ADDITIONAL DOCUMENTS HERE REQUESTED AND ADDITIONAL DOCUMENTS

Browse... Upload

 [COI-ACUSigns...](#) (PDF, 104.5 KB)

 [W-9.pdf](#) (PDF, 124.8 KB)

Max. File Size you can upload is: 50MB. *.exe files will not be accepted

NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

The No Obligation clause applies to all third party contracts that are federally funded. The No Obligation clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

REQUIRED LICENSES AND CERTIFICATIONS:

I hereby certify my firm currently holds all licenses and certifications as required by the Scope of Work/Scope of Service. Immediately upon award, vendor will be required to submit all licenses and certifications.

Owner/Authorized Company Representative initials:

RM

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS:

49 U.S.C. § 5323(l) (1), 31 U.S.C. §§ 3801-3812, 18 U.S.C. § 1001, 49 C.F.R. part 31

The Program Fraud clause applies to all third party contracts that are federally funded. The Program Fraud clause extends to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier. These requirements flow down to contractors and subcontractors who make, present, or submit covered claims and statements.

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

SAFETY AND ENVIRONMENTAL:

Vendor will be responsible at all times for precautions to achieve the protection of all persons including employees and property throughout the resulting contract term. The Vendor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well

as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department at 352-629-8359.

Agrees to comply with the safety and environmental requirements above.

Owner/Authorized Company Representative initials:

RM

PROMPT PAYMENT:
49 CFR 26.29

Monthly actual payment reporting requirements for prime contractors and consultants are based on prompt payment rules and laws. The same holds true for return of retainage after the sub-contractor has completed its work, not when the overall project is finished. Florida Law requires timely payment for both construction and non-construction services. Generally, invoices for construction contracts must be paid within 25 days of receipt. Invoices for consultant contracts are payable per the contract terms, but shall not exceed federal regulations in 49 CFR 26.29 that requires payment of all subcontractors for satisfactory performance within thirty (30) days of payment to the Prime.

SOLICITATION DOCUMENTS:

The City of Ocala (City) has no responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the official City links below:

Bid Ocala: <http://www.bidocala.com/>
ProRFx Florida: <http://florida.prorfx.com/>

Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

SUB-CONTRACTORS/SUB-CONSULTANTS AND DBE GOALS:

The bidder represents the sub-contractors/sub-consultants listed below are financially responsible and are qualified, insured, licensed, and certified to do the work required.

The bidder will endeavor to use DBE/MBE subcontractors whenever possible. The City of Ocala's DBE goal is 8.6%. If the project has F-DOT funding, the overall DBE goal is 9.91%. The Ocala International Airport's DBE goal is 12%. DBE firms can be located via this directory: [Florida Department of Transportation DBE Directory](#)

No Sub-contractors/Sub-consultants will be utilized.

Bidder/Prime Contractor/Consultant must perform a minimum of 30% of the work with their own forces unless specified differently in the Scope of Work.

NOTE: Bidder/Prime Contractor/Consultant not providing an accurate, good faith estimate of sub-contractor/sub-consultant percent (%) of work may have their bid rejected.

SUB-CONTRACTOR/SUB-CONSULTANT #1

Company Name:
Work Category:
City, State:
 DBE MBE
Percent of Work: %

SUB-CONTRACTOR/SUB-CONSULTANT #2

Company Name:
Work Category:
City, State:
 DBE MBE
Percent of Work: %

SUB-CONTRACTOR/SUB-CONSULTANT #3

Company Name:
Work Category:
City, State:
 DBE MBE
Percent of Work: %

SUB-CONTRACTOR/SUB-CONSULTANT #4

Company Name:

Work Category:

City, State:

DBE MBE

Percent of Work: %

RESOLUTION OF BREACHES AND DISPUTES:
49 CFR Part 18, FTA Circular 4220.1E

All contracts in excess of \$100,000 shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. This may include provisions for bonding, penalties for late or inadequate performance, retained earnings, liquidated damages or other appropriate measures.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of City of Ocala. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City of Ocala Project Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City of Ocala Project Manager shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by City of Ocala, the Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of Ocala and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Florida, in which City of Ocala is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by City of Ocala or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

BIDDER CONTRACTS:

Bidder contracts/agreements will not be accepted. City of Ocala contracts will be used for all goods and services. The requirement of bidder contracts and/or bidder written terms and conditions may result in bid rejection. The City will consider adding appropriate bidder clauses into our contract; please upload any desired clauses with your solicitation response.

TERMINATION:

2 C.F.R. § 200.339, 2 C.F.R. part 200, Appendix II (B)

All contracts in excess of \$10,000 must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement. For all contracts in excess of \$10,000, the Termination clause extends to all third party contractors and their contracts at every tier and sub-recipients and their subcontracts at every tier.

a. **Termination for Convenience (General Provision):** The City of Ocala may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the City of Ocala's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to City of Ocala to be paid the Contractor. If the Contractor has any property in its possession belonging to City of Ocala, the Contractor will account for the same, and dispose of it in the manner the City of Ocala directs.

b. **Termination for Default [Breach or Cause] (General Provision):** If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Ocala may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Ocala that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Ocala, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

c. Opportunity to Cure (General Provision): The City of Ocala, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to City of Ocala's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from City of Ocala setting forth the nature of said breach or default, City of Ocala shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Ocala from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach: In the event that City of Ocala elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by City of Ocala shall not limit City of Ocala's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

e. Termination for Convenience (Professional or Transit Service Contracts): The City of Ocala, by written notice, may terminate this contract, in whole or in part, when it is in the City of Ocala's interest. If this contract is terminated, the City of Ocala shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service): If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

g. Termination for Default (Transportation Services): If the Contractor fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of default. The Contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract. If this contract is terminated while the Contractor has possession of City of Ocala goods, the Contractor shall, upon direction of the City of Ocala, protect and preserve the goods until surrendered to the City of Ocala or its agent. The Contractor and City of Ocala shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the City of Ocala.

h. Termination for Convenience or Default (Architect and Engineering): City of Ocala may terminate this contract in whole or in part, for City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. If the termination is for the convenience of City of Ocala, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Default (Construction): If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will ensure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Contractor fails to comply with any other provision of this contract, City of Ocala may terminate this contract for default. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. In this event, the City of Ocala may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the City of Ocala resulting from the Contractor's refusal or failure to complete the work within specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred

by the City of Ocala in completing the work. The Contractor's right to proceed shall not be terminated nor shall the Contractor be charged with damages under this clause if: 1. The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include: acts of God, acts of City of Ocala, acts of another contractor in the performance of a contract with City of Ocala, epidemics, quarantine restrictions, strikes, freight embargoes; and 2. The Contractor, within [10] days from the beginning of any delay, notifies City of Ocala in writing of the causes of delay. If, in the judgment of City of Ocala, the delay is excusable, the time for completing the work shall be extended. The judgment of City of Ocala shall be final and conclusive for the parties, but subject to appeal under the Disputes clause(s) of this contract. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of City of Ocala.

j. Termination for Convenience or Default (Architect and Engineering): The City of Ocala may terminate this contract in whole or in part, for the City of Ocala's convenience or because of the failure of the Contractor to fulfill the contract obligations. The City of Ocala shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the City of Ocala's Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process. City of Ocala has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials. If the termination is for the convenience of the City of Ocala, the City of Ocala's Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services. If the termination is for failure of the Contractor to fulfill the contract obligations, the City of Ocala may complete the work by contract or otherwise and the Contractor shall be liable for any additional cost incurred by the City of Ocala. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of City of Ocala.

k. Termination for Convenience of Default (Cost-Type Contracts): The City of Ocala may terminate this contract, or any portion of it, by serving a Notice of Termination on the Contractor. The notice shall state whether the termination is for convenience of City of Ocala or for the default of the Contractor. If the termination is for default, the notice shall state the manner in which the Contractor has failed to perform the requirements of the contract. The Contractor shall account for any property in its possession paid for from funds received from the City of Ocala, or property supplied to the Contractor by the City of Ocala. If the termination is for default, the City of Ocala may fix the fee, if the contract provides for a fee, to be paid the Contractor in proportion to the value, if any, of work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the City of Ocala and the parties shall negotiate the termination settlement to be paid the Contractor. If the termination is for the convenience of City of Ocala, the Contractor shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination. If, after serving a Notice of Termination for Default, the City of Ocala determines that the Contractor has an excusable reason for not performing, the City of Ocala, after setting up a new work schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

VETERANS EMPLOYMENT:

FTA Circular- 4220.1F - Chapter IV, Part 2, c.(1)

Recipients and subrecipients of Federal financial assistance under this contract shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

FTA Circular 4220.1E

The incorporation of FTA terms applies to all contracts.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E (or current version, which prevails) are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Ocala requests which would cause City of Ocala to be in violation of the FTA terms and conditions.

1.7.1. Line Item Bus Shelter Pricing

Item 1 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2041

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2041, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.2. Line Item Bus Shelter Pricing


Item 2 of 11

Qty

Unit of Measure

Type of Product

MFG Name

MFG Part No 

MFG Model No

Description of what is needed

Your Bid (Interest in %)

Your Bid (Unit Price in \$)

Your Bid (Price Margin in \$)

Your Bid (Price Margin in %)

1.7.3. Line Item Bus Shelter Pricing

Item 3 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #2043

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #2043, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.4. Line Item Bus Shelter Pricing

Item 4 of 11

Qty 1

Unit of Measure LUMP SUM

Type of Product Transit Shelter ID #3022

MFG Name ---

MFG Part No ---

MFG Model No ---

Description of what is needed Lump sum price for construction and installation of transit shelter ID #3022, per the scope of work and plan set.

Your Bid (Unit Price in \$)

1.7.5. Line Item Bus Shelter Pricing

Item 5 of 11

Qty 1

Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #3032
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #3032, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.6. Line Item Bus Shelter Pricing

Item 6 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #3043
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #3043, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.7. Line Item Bus Shelter Pricing

Item 7 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #3044
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #3044, per the scope of work and plan set.
Your Bid (Unit Price in \$)

1.7.8. Line Item Bus Shelter Pricing

Item 8 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #4005
MFG Name ----
MFG Part No ----
MFG Model No ----
Description of what is needed Lump sum price for construction and installation of transit shelter ID #4005, per the scope of work and plan set.
Your Bid (Unit Price in \$)


1.7.9. Line Item Bus Shelter Pricing

Item 9 of 11
Qty 1
Unit of Measure LUMP SUM
Type of Product Transit Shelter ID #5032
MFG Name ----
MFG Part No ----

MFG Model No	----
Description of what is needed	Lump sum price for construction and installation of transit shelter ID #5032, per the scope of work and plan set.
Your Bid (Unit Price in \$)	<input type="text" value="\$20,250.63"/>

1.7.10. Line Item Bus Shelter Pricing	
Item 10 of 11	
Qty	1
Unit of Measure	LUMP SUM
Type of Product	Transit Shelter ID #5033
MFG Name	----
MFG Part No	----
MFG Model No	----
Description of what is needed	Lump sum price for construction and installation of transit shelter ID #5033, per the scope of work and plan set.
Your Bid (Unit Price in \$)	<input type="text" value="\$20,250.63"/>

1.7.11. Line Item Bus Shelter Pricing	
Item 11 of 11	
Qty	1
Unit of Measure	LUMP SUM
Type of Product	Transit Shelter ID #6008
MFG Name	----
MFG Part No	----
MFG Model No	----
Description of what is needed	Lump sum price for construction and installation of transit shelter ID #6008, per the scope of work and plan set.
Your Bid (Unit Price in \$)	<input type="text" value="\$20,250.63"/>

2. Required Submittals	
*2.1. Exhibit F - List of Completed Projects	
<i>One or more items in this section are required.</i>	
Upload your completed Exhibit F - List of Completed Projects, as outlined in the scope of work, HERE.	
<input type="text"/>	<input type="button" value="Browse..."/> <input type="button" value="Upload"/>
	
Max. File Size you can upload is: 50MB. *.exe files will not be accepted	

Scope Of Work

On behalf of the Ocala/Marion County Transportation Planning Organization (TPO), the City of Ocala is seeking bids from vendors for the provision and installation of transit shelters and associated features for the SunTran public transit system. The TPO's goal is to promote ridership of SunTran by providing safe, accessible and durable transit stops that include appropriate components and amenities for the maximum convenience, comfort, security, safety, and shelter of transit system patrons.

This project includes the construction of transit shelters, solar powered lighting (or alternating current where available) and necessary site work. The transit shelters will be installed at eleven (11) different locations within public right-of-way, as specified in **Exhibit A – Plan Set**.

References

Bidders must provide references for at least two (2) similar projects that have been completed within the past three (3) to five (5) years, which are similar to the work described herein. Bidders must upload a completed **Exhibit F - List of Completed Projects** in the "Required Submittals" section of this listing.

Buy America Requirement

The contractor agrees to comply with 49 USC 5323(j) and 49 CFR part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the

product is subject to a general waiver. General waivers are listed in 49 CFR §661.7. Separate requirements for rolling stock are set out at 49 USC 5323(j)(2)(C) and 49 CFR §661.11.

See the "Buy America Requirements" section under "Special Conditions" in this listing.

Davis-Bacon Act and Copeland Anti-Kickback Act

Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."

In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. See **Exhibit E – Davis Bacon Wage Rate Table**.

Design Parameters

Engineered drawings of the site work, solar powered lighting (or alternating current), and a location map for each shelter are provided in Exhibit A. Costs will vary by location due to additional concrete or drainage work as required to comply with ADA standards. The bid must include costs for each location, as a corresponding lump sum per plan.

The design of shelters and associated facility feature is important in promoting the SunTran transit system. All shelter designs and associated furniture must be compatible with the photo provided in **Exhibit B**. Shelter designs that differ from the provided photo shall be evaluated by staff and approved by the TPO Board in terms of compatibility with the surrounding community.

Specific design directives that apply to the shelters are as follows:

- Shelter size shall be approximately five feet (5') deep by ten feet (10') wide. Shelters shall be able to be constructed within the footprints provided in the enclosed engineered drawings for each site.
- The minimum specifications for shelter wind load strength must be certified by a licensed Architect/Engineer to be in compliance with the Florida Building Code.
- All shelters (except for Transit ID 3043, 4005, 5032, 5033) must incorporate a self-contained solar powered commercial lighting system (or alternating current, where available).
- All shelters shall provide a permanently secured and appropriately sized bench.
- All shelters shall provide for maximum shelter from sun and rain based on normal Central Florida weather conditions.
- Shelters shall incorporate powdered coated steel structural components, a metal roof, and ventilated side panels for maximum air circulation.
- Shelters must meet all ADA requirements, pursuant to F.S. 337.408. Accessibility by persons with all disabilities to and from the shelter is required for all sheltered locations. This requirement extends to public access to each bus stop site, to include provision and installation of additional concrete as specified in each site design.
- Shelters shall meet the color requirements as specified in Exhibit A.
- Contractor is fully responsible for on-site verification of conditions to include verification that site specific conditions are acceptable for product installation in accordance with manufacturer's instructions.
- All metal surfaces of the shelter or related components shall be smooth and free of surface blemishes including pitting, rust and scale seam marks, roller marks, rolled trade names and roughness.

Pricing/Award

Pricing will be provided as a lump sum cost for each location, per plans. Award will be determined by the lowest total bid amount (grand total of all line items).

The lump sum price for each location must include the following:

Transit Shelter ID #2041, 2042, 2043, 3022, 3032, 3044, and 6008

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- Solar Lighting Kit (Installation included)
- All necessary permits

Transit Shelter ID #3043, 4005, 5032, and 5033

- Mobilization
- Project Sign
- Maintenance of Traffic
- Silt Fence & Sediment Control
- Clearing & Grubbing (Curb, Trees and Unsuitable Material)
- Concrete Excavation – Bus Shelter Pad and ADA Landing Pad
- Grading – Bus Shelter Pad and ADA Landing Pad
- Concrete Sidewalk – Bus Shelter Pad and ADA Landing Pad
- Sod – Bahia
- Single Post Sign (Installation included)
- Shelter 5'x10' (Installation included)
- Aluminum Bench - Six feet (6') long (Installation included)
- All necessary permits

Project Specifications

All work requirements shown on the plans for this project and not otherwise detailed shall be accomplished as specified in the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, latest edition, FDOT Florida Greenbook, Manual on Uniform Traffic Control Devices (MUTCD), and Volume I, City of Ocala "General Conditions for Construction". In the event of conflict between the plans and specifications, the more restrictive will apply.

Volume I can be downloaded from:

<http://www.bidocala.com/wpcontent/uploads/ProjectSpecificationsVolumel.pdf>

FDOT Standard Specifications for Road and Bridge Construction can be obtained from:

<http://www.dot.state.fl.us/programmanagement/Implemented/SpecBooks/>

FDOT Florida Greenbook can be obtained by downloading from:

<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtm>

MUTCD (Manual on Uniform Traffic Control Devices) can be obtained by downloading from: http://mutcd.fhwa.dot.gov/kno_2009r1r2.htm

Bond Requirements

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.

Public Construction Bond: The successful Bidder will be required to furnish a certified, recorded Public Construction Bond (as security for the faithful performance of the payment of all bills and obligations arising from the performance of the contract).

Maintenance and Guarantee Bond: The successful Bidder will also be required to furnish a Maintenance and Guarantee Bond for a period of three (3) years for labor and three (3) years for materials from the date of final completion.

Contract Time

Bidder agrees that the work will be substantially completed within one hundred fifty (150) days, and completed and ready for final payment within thirty (30) days after substantial completion.

Overtime

The normal/standard working hours for this project are 7:00 AM - 5:00 PM, Monday through Friday, excluding holidays. Any overtime incurred by the City will be invoiced to the Contractor; this includes inspectors and line crew. Overtime is defined as work before 7:00 AM or after 5:00 PM, Monday through Friday; work on the weekend; or work on holidays. Overtime will still be charged to Contractor even if contract work time is less than 40 hours per week, anytime the work is completed outside of the normal/standard working hours.

Liquidated Damages

The Contractor shall pay the City \$958.00 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.

Permits

Contractor will be responsible for obtaining the following permits at no additional cost to the City/TPO (see

<http://ocalafl6.visioninternet.net/Home/ShowDocument?id=2885> for costs associated with all City of Ocala permits):

- City of Ocala Building and Electrical Permit
- City of Ocala Right of Way Utilization Permit

Documents and Forms:

The following documents and forms needed for this solicitation can be found on the City of Ocala website at: <http://www.bidocala.com/vendor-resources/>

- Bid Bond
- Public Construction Bond
- Maintenance and Guarantee Bond, 3 Years

Exhibits

- Exhibit A - Plan Set
- Exhibit B – Photo of Transit Shelter
- Exhibit C - Project Sign Construction Detail
- Exhibit D - Davis Bacon Wage Rate Table
- Exhibit E – Federal Appendices A and E
- Exhibit F - List of Completed Projects

Qty	Unit of Measure	Type of Product	MFG Name	MFG Part No	MFG Model No	Description of what is needed	Price (Interest Percent)	Price (Unit Cost in \$)	Price (Margin in \$)	Price (M
1	LUMP SUM	Transit Shelter ID #2041				Lump sum price for construction and installation of transit shelter ID #2041, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #2042				Lump sum price for construction and installation of transit shelter ID #2042, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #2043				Lump sum price for construction and installation of transit shelter ID #2043, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #3022				Lump sum price for construction and installation of transit shelter ID #3022, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #3032				Lump sum price for construction and installation of transit shelter ID #3032, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #3043				Lump sum price for construction and installation of transit shelter ID #3043, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #3044				Lump sum price for construction and installation of transit shelter ID #3044, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #4005				Lump sum price for construction and installation of transit shelter ID #4005, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #5032				Lump sum price for construction and installation of transit shelter ID #5032, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #5033				Lump sum price for construction and installation of transit shelter ID #5033, per the scope of work and plan set.		\$20,250.63		
1	LUMP SUM	Transit Shelter ID #6008				Lump sum price for construction and installation of transit shelter ID #6008, per the scope of work and plan set.		\$20,250.63		

Exhibit F - List of Completed Projects

Project #1 Project Owner: Jose Rementeria

Project begin/end dates: Begin:5/24/16 & End: 6/16/16

Description: Brain Switch Advertising- Manufacture Aluminum Cabinet Sign

13 Single sided custom illuminated cabinet sign.

Double sided custom cabinet rotating sign

Project #2 Project Owner: City of Pembroke Pines

Project begin/end dates: Begin: 3/17/14 & End: 11/20/14

Description: Pembroke Pines Citywide Gateway Signage

Doubled Sided Illuminated Custom Sign, sign cabinet with halo effect iluminated
from the bottom of the sign, FDOT involved

Project #3 Project Owner: _____

Project begin/end dates: _____

Description: _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type
 See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. ACOLITE & CLAUDE UNITED SIGN COMPANY, INC.	
2 Business name/disregarded entity name, if different from above _____	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
5 Address (number, street, and apt. or suite no.) 540 WEST 83 STREET	Requester's name and address (optional) _____ _____
6 City, state, and ZIP code HIALEAH, FLORIDA 33014	
7 List account number(s) here (optional) _____	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
6	5
-	0
4	4
2	2
9	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>Jan. 2, 2015</u>
------------------	----------------------------	----------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Your copy

Bond No. NA

BID BOND
The American Institute of Architects,
AIA Document No. A310 (February, 1970 Edition)

KNOW ALL MEN BY THESE PRESENTS, that we Acolite & Claude United Sign Co., Inc
540 W 83rd Street, Hialeah, FL 33014

as Principal hereinafter called the Principal, and Old Republic Surety Company
a corporation duly organized under the laws of the state of Wisconsin as Surety, hereinafter called the Surety,
are held and firmly bound unto The City of Daytona Beach PO Box 2451, Daytona Beach, FL 32115

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of bid

Dollars (\$ 5% of bid), for the payment of which sum well and truly to be made, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly
by these presents.

WHEREAS, the Principal has submitted a bid for LED Signs

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for
the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the
Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference
not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the
Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation
shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 16 day of February, 2017

Witness

Acolite & Claude United Sign Co., Inc
Principal (Seal)

By: _____
Name/Title

[Signature]
Witness

Old Republic Surety Company
Surety (Seal)

By: [Signature]
Dorene Duttry Attorney-in-Fact





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

KEITH WOODWARD GRAMLING, SCOTT BAILEY GRAMLING, JONATHAN K. HAMMOND, CONNIE L. FERRET, JEREMY E. MILLER, DORENE DUTTRY, OF ST. PETERSBURG, FL

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIFTY THOUSAND DOLLARS(\$750,000)----- FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 12TH day of AUGUST, 2016.

OLD REPUBLIC SURETY COMPANY

Jane E. Cherney
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 12TH day of AUGUST, 2016, personally came before me, Alan Pavlic and Jane E Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

92-2102

Signed and sealed at the City of Brookfield, WI this 16 day of February 2017



Jane E. Cherney
Assistant Secretary

WALLACE, WELCH & WILLINGHAM,

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: Clay Crum	
	PHONE (A/C, No., Ext): 727-522-7777	FAX (A/C, No.): 727-521-2902
E-MAIL ADDRESS: certificates@w3ins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED ACOLCLA-01 Acolite & Claude United Sign Co., Inc. 540 W 83rd Street Hialeah FL 33014	INSURER A: Amerisure Ins. Co. 19488	
	INSURER B: Amerisure Mutual Ins. Co. 23396	
	INSURER C: Continental Casualty Co./CNA 20443	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 849895808** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	CPP209203390201	5/1/2016	5/1/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA 20923380202	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Pers. Injury Prot \$10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0	Y	Y	6012107885	5/1/2016	5/1/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	WC20923410201	5/1/2016	5/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Proof of Insurance Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--



February 23, 2017

TO: TAC/CAC Members

FROM: Kenneth Odom, Transportation Planner

RE: Transit Development Plan & Transportation Disadvantaged Service Plan Update

The Transit Development Plan (TDP) is a ten-year plan that guides funding and serves the mobility needs of all users of the fixed route transit system (SunTran). It is required by the Florida Department of Transportation and is updated annually with a major update to be completed every five-years.

The Ocala/Marion TPO has retained Tindale Oliver & Associates Inc. (TOA) to assist with the development of the major update that began in November 2016. Preliminary analyses on the current state of the system are ongoing and the public involvement process has been underway for approximately seven weeks.


Consultant staff from TOA will present a brief synopsis of the completed and ongoing activities as well as inform the board on what the next steps will be and how we plan on the entire process to develop.

If you have any questions regarding the TDP or any of the projects included, please feel free to contact the TPO staff at 629-8297.




Ocala/Marion County
**10-Year Transit
Development Plan**

TPO Board
February 2017





Presentation Overview

- TDP process
- Baseline conditions
- Existing service trends
- Public involvement
- Input highlights
- Future direction



**Policy
Questions**






What TDP is Not

- Not a budget
- Not a Capital Improvement Program (CIP)
- Not a binding agreement

Ok. What is it, then?



Tindale Oliver



What is a TDP?

- 10-year strategic plan for transit
 - Evaluates existing conditions
 - Determines future needs
 - Outlines phased service & implementation plans
- FDOT requirement
- Incorporates best practices





What is a TDP?

- Reflects community's vision for transit
- Identifies funded & unfunded needs
- Collaborative process, consistent with other regional & local plans/programs
- Helps set transit service/capital priorities
- Updated every five years
 - Due September 1, 2017
 - Covers FY 2018-2027

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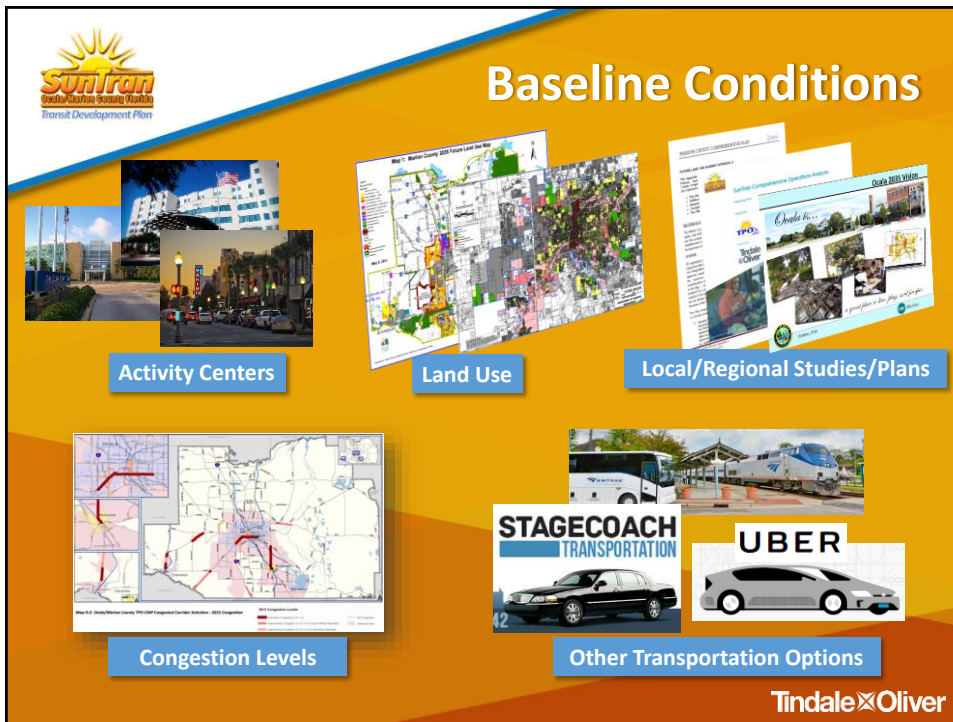
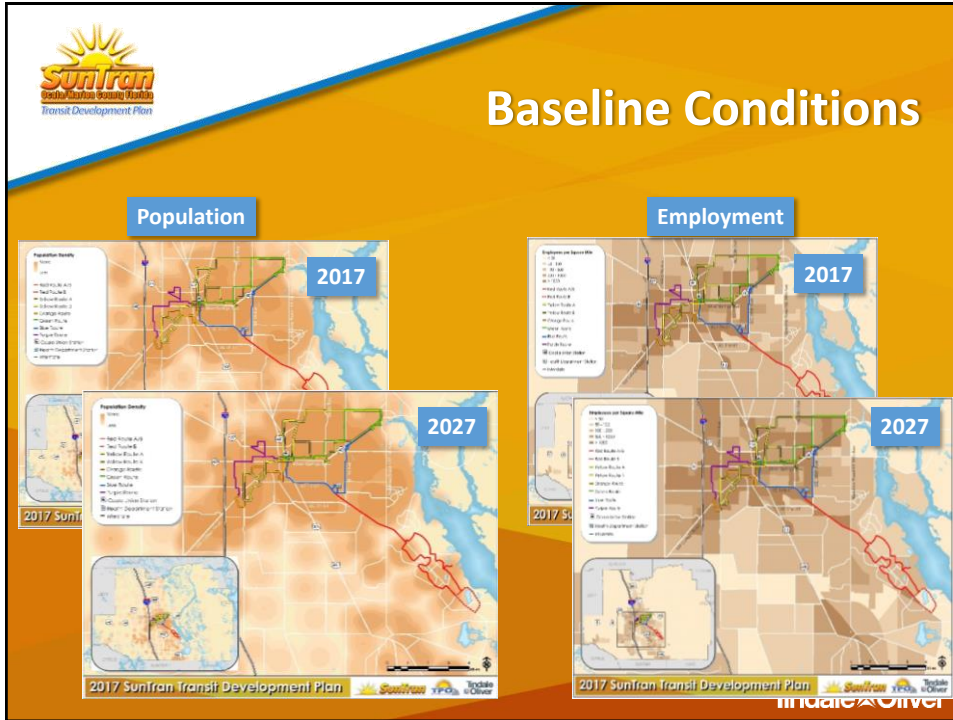


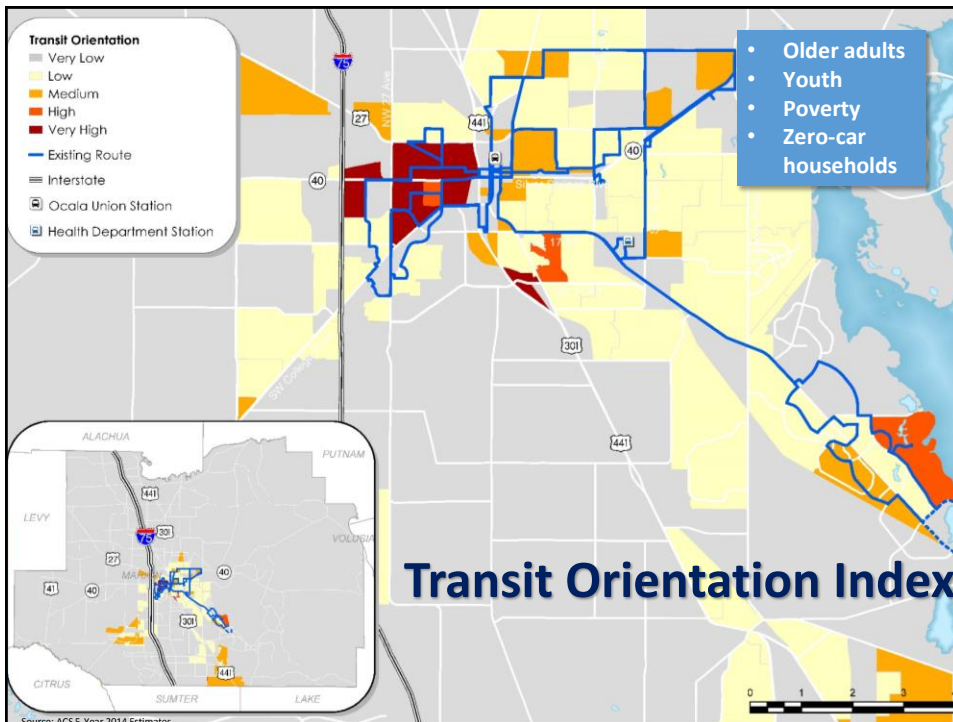
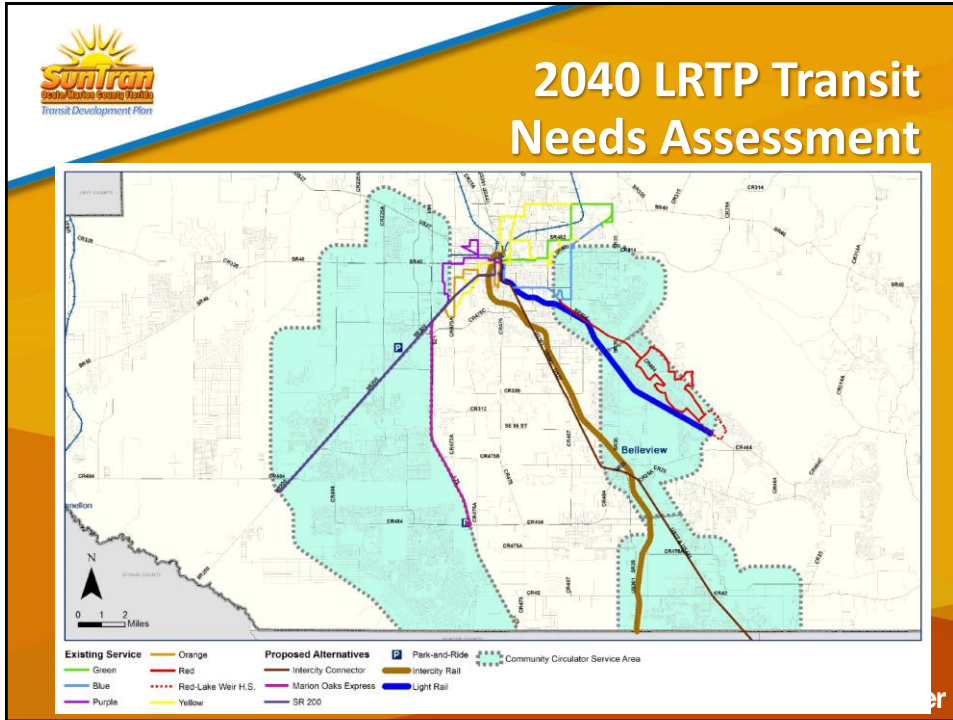
Ocala/Marion County TDP

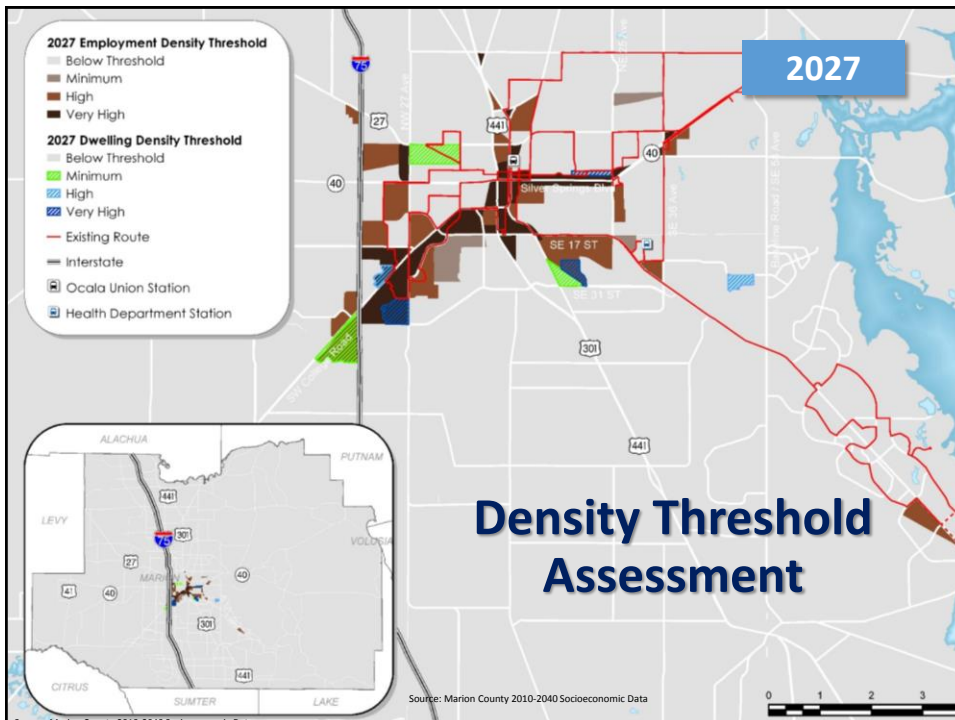
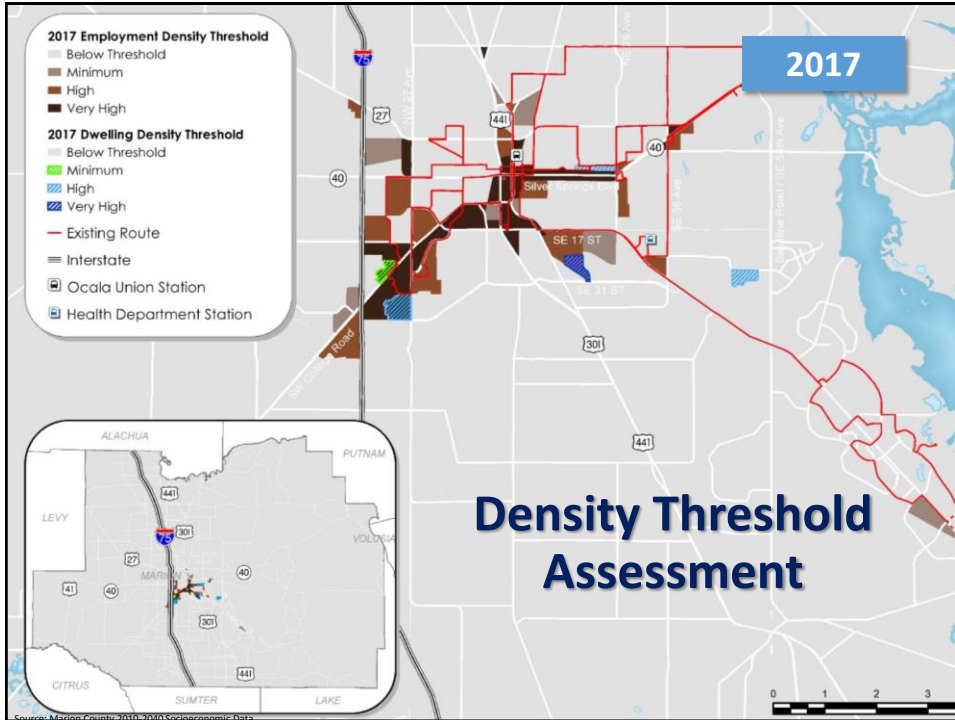
Components of the TDP process:

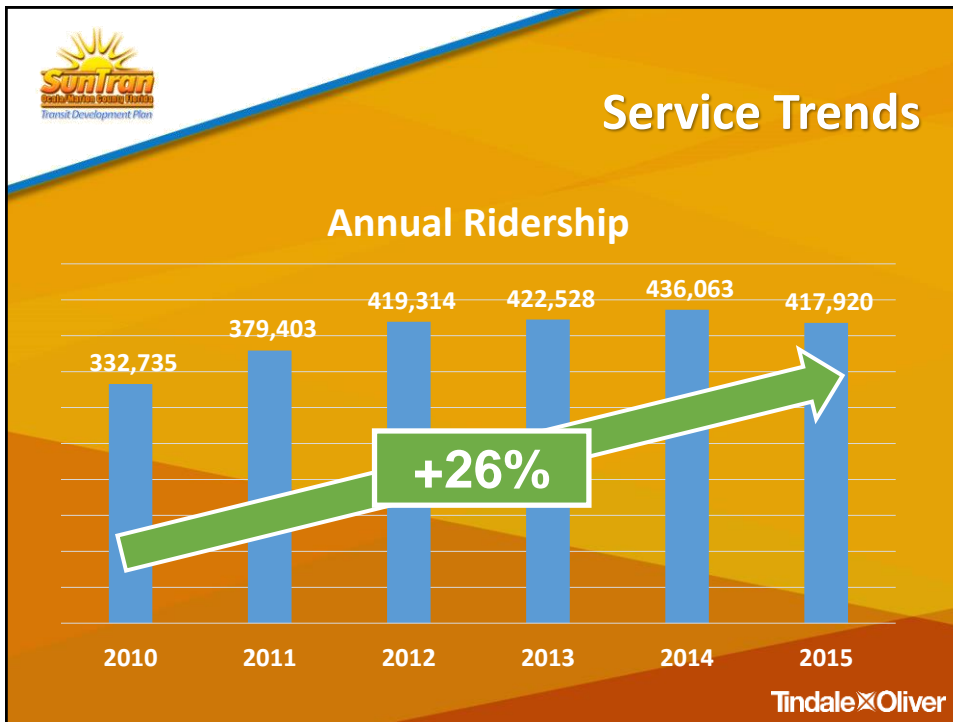
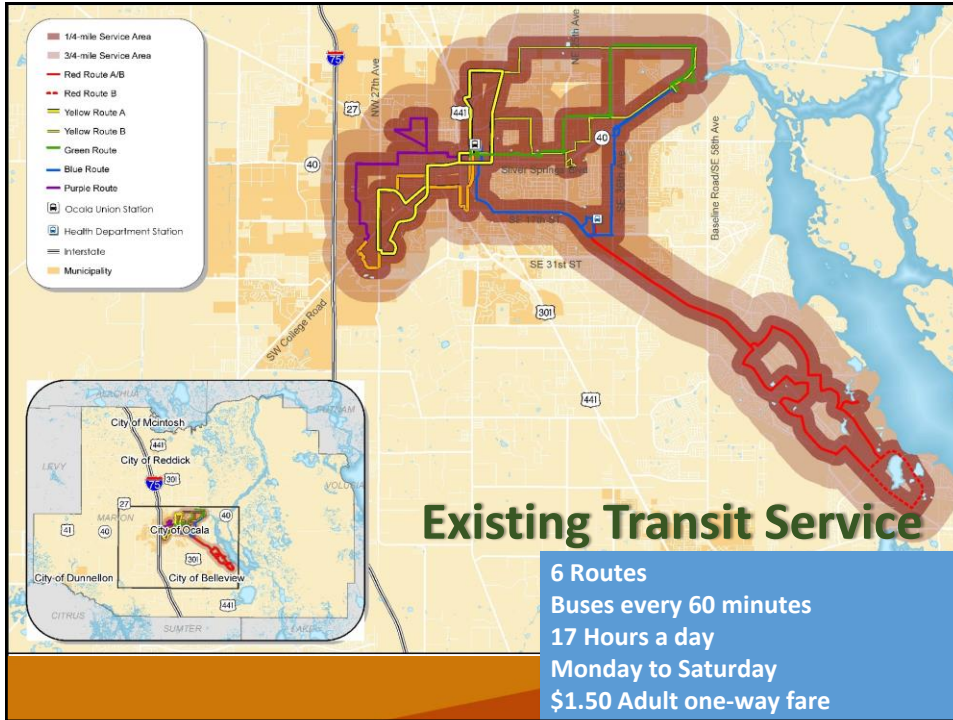
- Evaluate baseline conditions
- Assess existing transit options
- Conduct public outreach
- Determine transit needs
- Develop service & implementation plans
- Develop financial plan

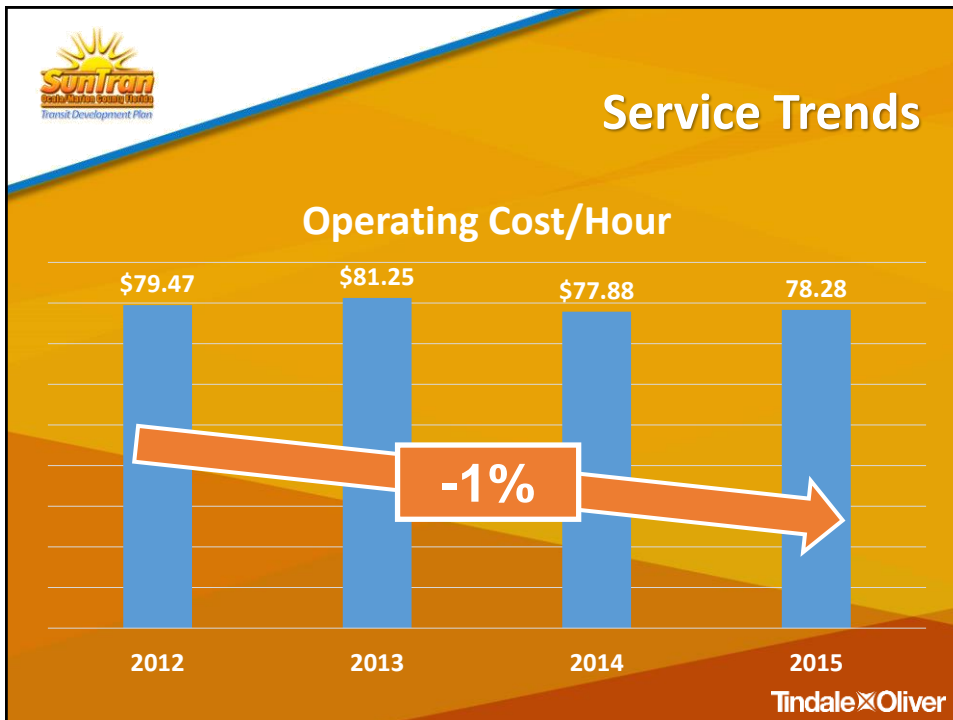
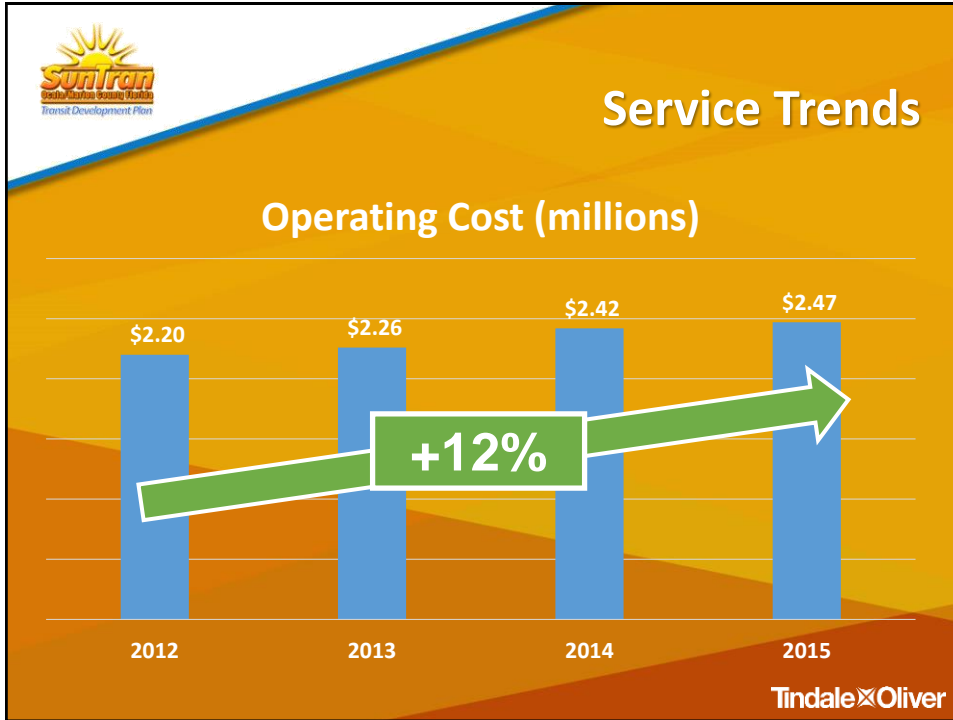
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Public Involvement

- Review Committee meetings
- Surveys
 - Bus on-board survey
 - Paratransit survey
 - Non-user survey
- Workshops
 - Public workshops
 - Discussion group workshops
- Interviews
 - Stakeholder interviews
 - Bus operator interviews
- Website/email/social media



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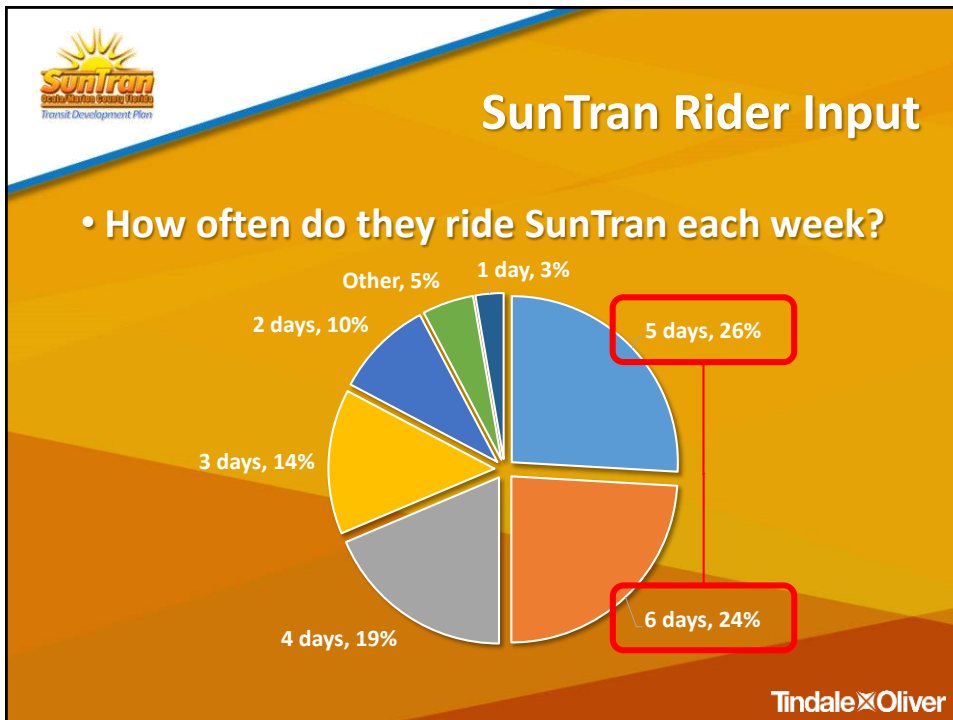
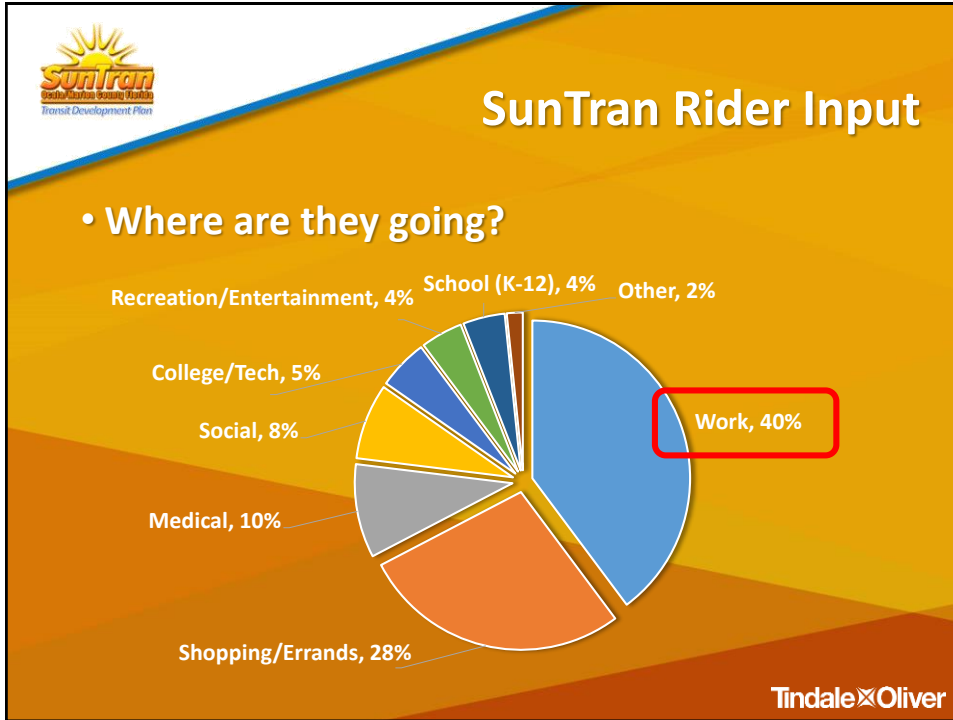


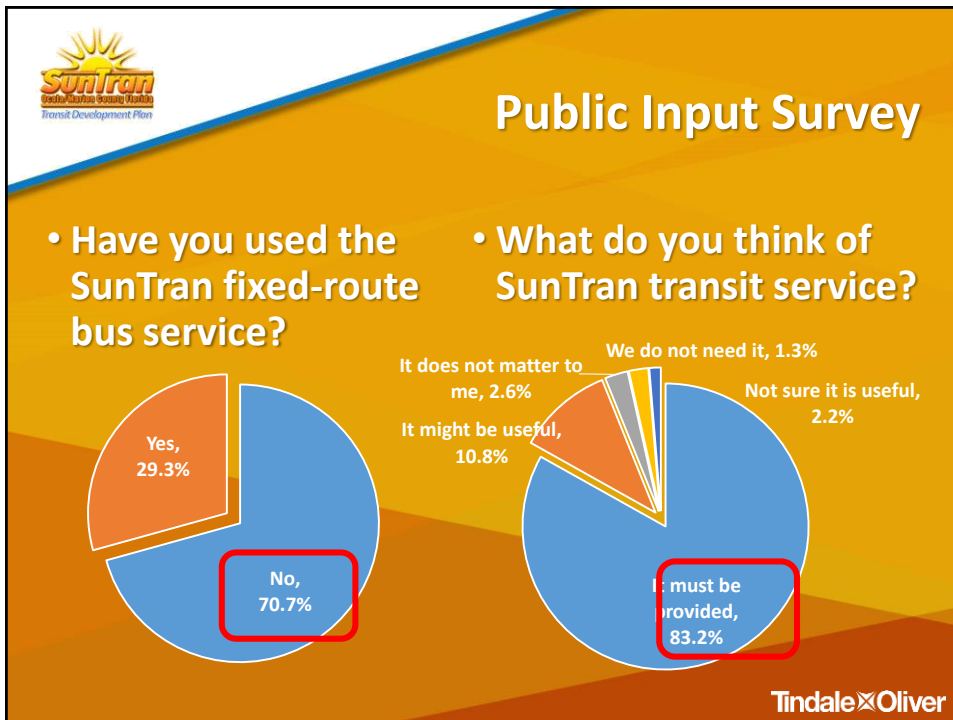
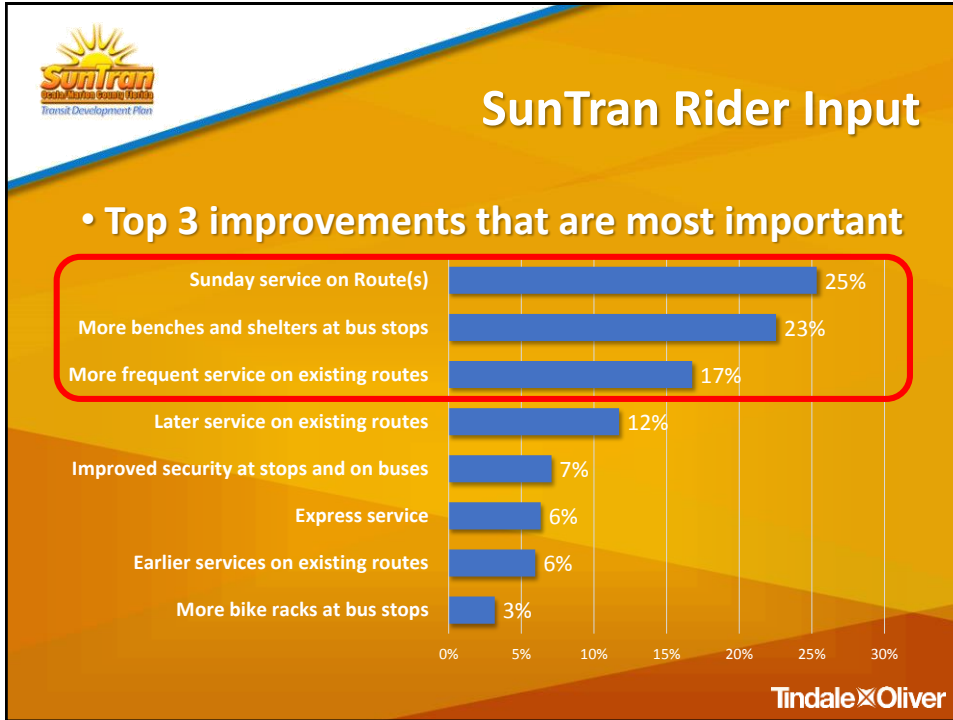
Public Outreach Participation

Outreach Event	2012 TDP	2017 TDP
Discussion Group Workshops	15	27
Public Workshops	n/a	54
Bus Rider Survey	570	538
Bus Operator	10	11
Public Input Survey	22	235*
Stakeholder Interviews	7	10
Email	20	97+
Social Media/TDP Website	None	401*
Total	644	1373*

*On-going effort

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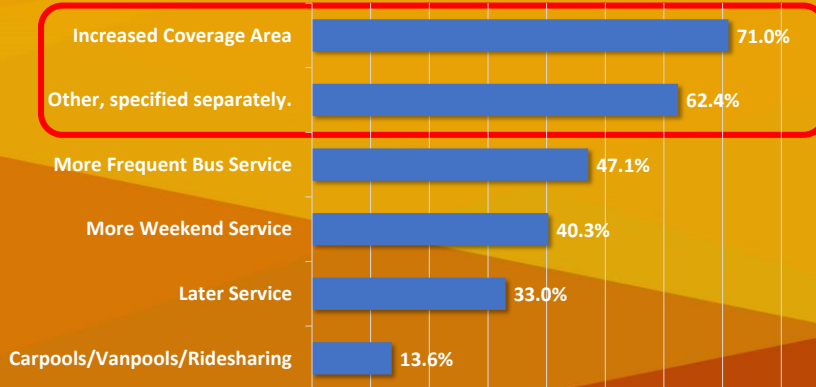






Public Input Survey

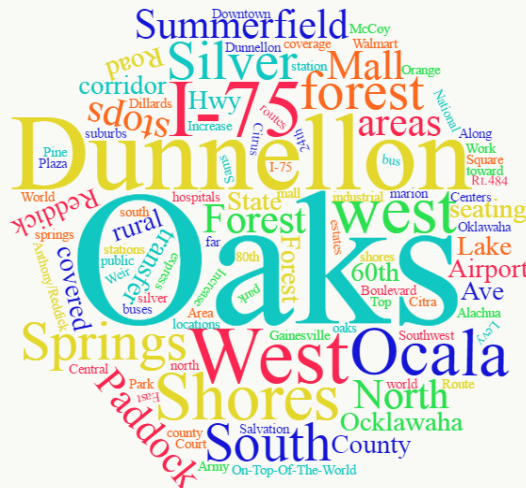
- What transit improvements would you most like to see:

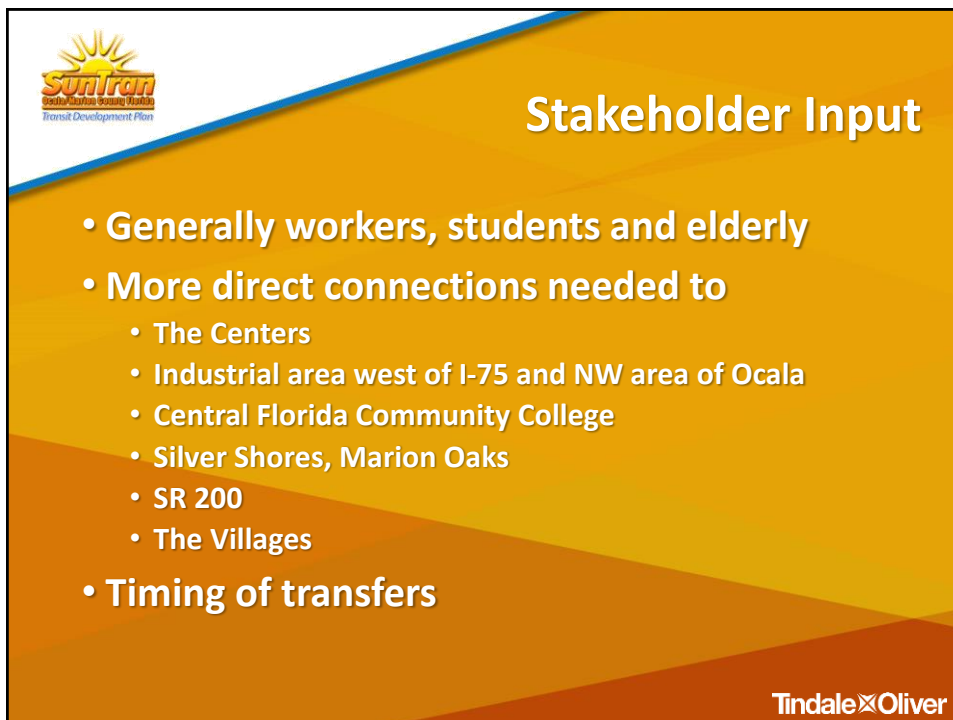
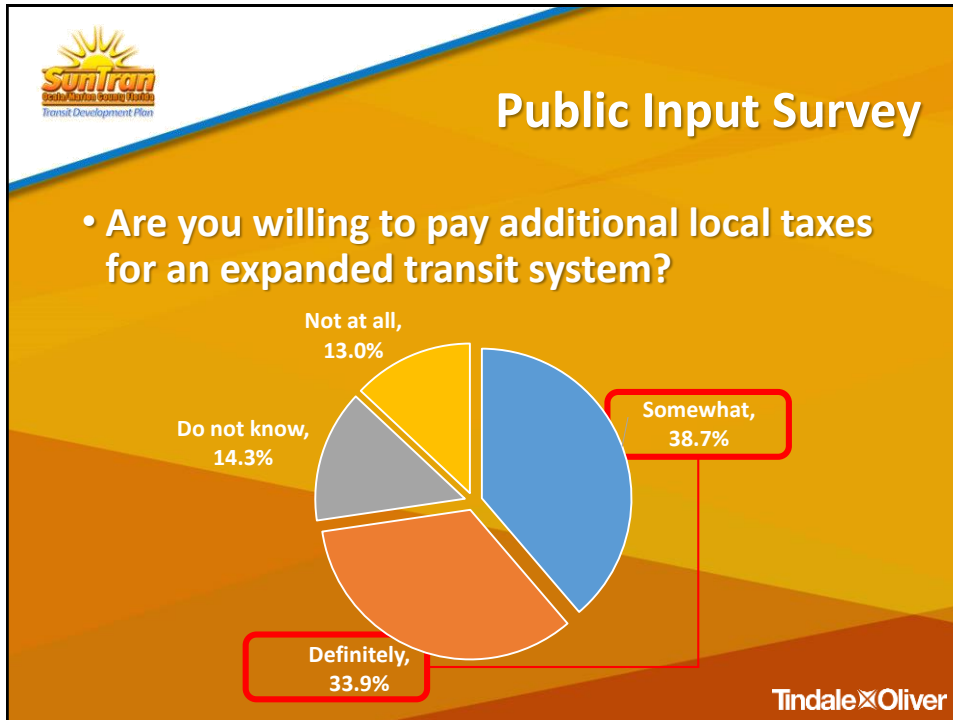


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Add Coverage to These Areas







Stakeholder Input

- Higher frequencies needed
- Long travel times
- Fares not affordable for a mother with children
- Monthly fares
 - difficult to obtain (more locations needed)
 - expire at the end of the month, even if purchased mid-month
- Customer service is excellent!

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Discussion Group Input

- 3 Discussion Groups Workshops
 - Social Services and Education
 - Government and Business
 - SunTran Riders
- Key input
 - More frequent service
 - Schedule is hard to read
 - Mixed views on whether the public is willing to invest additional funds for transit
 - Monthly pass should be pro-rated



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Discussion Group Input

- Service does not go where people need to go
 - SR 200
 - NW 27th Ave
 - Marion Oaks
 - Industrial Park
 - Baseline Road
 - The Centers



Public Workshops

- 2 Public Workshops
- Key needs
 - Expanded coverage
 - Better frequency
 - Coordinate routes with worker shifts and school schedules
 - Service to
 - SR 200 (south of I-75)
 - Marion Oaks
 - DCF
 - West Ocala
 - Centers





Why Invest in Transit?

- Impact to the Community and Individuals
- Increases...
 - Access to jobs and training
 - Employer-Job matching and recruiting
 - Employee retention
 - Personal mobility – particularly vulnerable populations like the elderly (shopping, medical)
 - Livability
 - Development and growth
 - Local spending from travel savings
 - Tax revenues and benefits
- Economic Impacts

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Economic Considerations for Marion County

- 13,000 commuters live within ½ mile of SunTran



- 43% of jobs in Marion located within ½ mile of SunTran



- 23,000 jobs accessible within a 30 min transit commute on average




Source: All Transit using Longitudinal Employer-Household Dynamics, 2014

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Future Direction

- Polling Exercise
- Collaborative Discussion



Is more public transportation needed in Marion County?

- A. Yes
- B. No
- C. Unsure

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If yes, how much growth should there be in the next 10 years?

- A. Minimal growth
- B. Increase ridership by 50%
- C. Increase ridership by 100%
(Double the ridership)
- D. Increase ridership by 200%
(Triple the ridership)

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In your opinion, what has been the role of Marion's public transit services?

- A. Service for workers
- B. Service for the elderly
- C. Service for low-income persons
- D. Service for tourism
- E. Manage congestion
- F. Reduce vehicle emissions
- G. Create economic opportunities

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Do you think that transit services promote economic growth in Marion County?

- A. Yes
- B. No
- C. Unsure


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What connections do you think are more important?


- A. North/South
- B. East/West
- C. Regional

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Do you think the current fixed-route system should serve additional major employers and activity centers?

- A. Yes
- B. No

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What service improvement do you believe is most important to attract more riders?

- A. Improve bus frequencies
- B. Extend early/late hours
- C. Add service to new local areas
- D. Add Sunday service
- E. Add regional service

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What are your top 3 capital and & other improvement priorities?

- A. More shelters
- B. More/better sidewalk connections
- C. Park-and-ride lots
- D. Signal priority buses
- E. Technology
- F. Expanded marketing program
- G. Other


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Do you think that more park-and-rides are needed in Marion County?

- A. Yes
- B. No

Tindale & Oliver



What would be the best alternative funding source for the country to consider to fund bus services and add new service?

- A. Increase fares
- B. Gas Tax
- C. Sales Tax
- D. Special Assessments
- E. Unsure

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What is Next

- Review and incorporate your input
- Continue public outreach
- Develop 10-year plan
- Present TDP report
 - June/August 2017

Tindale✕Oliver



Questions/Comments



February 21, 2017

CONSTRUCTION

<u>Financial Project No.</u>	<u>Description</u>	<u>Work Mix Description</u>	<u>Contractor Name</u>	<u>Original Amount</u>	<u>Original Contract</u>	<u>Work Begin</u>	<u>Status</u>	<u>Lane Closures</u>
238693-1	SR 35 (Baseline Road) from SE 92nd Loop to SR 464	ADD LANES & RECONSTRUCT	D.A.B. CONSTRUCTORS, INC.	\$17,605,644.00	850	8/28/2015	Time started on 8/28/2015 with design. Working with utilities on relocation and drainage issues. Working in basin 1, 2, 3, 4 and 5 with drainage placement. Working in Pond 1, 2, 3, and 4 for embankment, subgrade, base and asphalt . Working on drainage basin issues with design.	No planned lane closures this week
427280-1	US 441 (SR 25) from NW 35th to CR 25A	RESURFACING	ANDERSON COLUMBIA CO., INC.	\$8,636,536.00	340	11/29/2015	Milling and resurfacing is mostly complete. Starting to place final pavement markings and friction.	Monday, November 14th, 2016 to Saturday, November 19th, 2016 7 a.m. to 5 p.m. Inside or outside lane closures on US 441 at NW 100th Street for paving and to construct directional median opening. Detour for northbound CR 25A to US 441 to reconstruct the roadway at CR 25A North.
430643-1	I-75 from North of US 27 Interchange to the Alachua County Line	RESURFACING	ANDERSON COLUMBIA CO., INC.	\$26,022,554.27	520	6/27/2015	Milling and resurfacing going south and north bound on the inside and middle lanes. This is completed with a dual lane closure. Working on ramps at SR 326.	Monday, November 14th, 2016 to Saturday, November 19th, 2016 7:30 p.m. to 6 a.m. Southbound inside and center lane closures between CR 318 and SR 326 for paving the center lane.
437818	Landscape at CR318	Landscaping	Frankie Valdez Co Inc.	\$407,700.00	820	10/31/2016	Contract in plant establishment time frame now.	N/A
432421-1	SR 40 from NE 25th Ave to West of NE 10th Street	INTERSECTION IMPROVEMENTS	Masci General Contractor	\$1,085,603.74	150	11/7/2016	Work began on 11/7. Working on placing base, curb, traffic separators and asphalt.	None planned
435466-1	Landscaping at I 75 at SR 200 and US 27	Landscaping	Gainesville Landscape Contractors	\$594,750.00	870	08/21/15	Contract in plant establishment time frame now.	N/A

TRAFFIC OPERATIONS

<u>Financial Project No.</u>	<u>Description</u>	<u>Status</u>
435686-1	US 441 @ SE 98th Lane	Construct left turn lanes NB & SB Directions on US 441. Design programmed in FY 2018, construction programmed in FY 2020.
436129-1	SR 200 at SW 60th Avenue Traffic Ops	Construct westbound left turn lanes design plans under review. Started on 4/18/2016, time is 60 day contract for P&S Paving (turn lane).-Complete 9/14/16. A milling and resurfacing project that ends at the intersection will pick up the eastbound dual lefts (and modifications to the southbound median), design scheduled FY 2016 and construction scheduled for FY 2019 (436879-1).
238002-3	US 41 Dunnellon pedestrian crossing RRFB's- Withlacoochee River to River Drive	Currently in the construction phase, Work Order #4 issued on 1/26/17 to build a pedestrian crossing with Rectangular Rapid Flashing Beacon features. Contract time is 90 days. Estimated completion 8/2017
238002-3	SR 40 and SW 140th Avenue - change flashing beacon to full signal	Construction completed on 11/2016

Contact Information:

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For additional information please go to www.cflroads.com



Florida Department of Transportation

RICK SCOTT
GOVERNOR

719 S. Woodland Boulevard
DeLand, Florida 32720-6834

JIM BOXOLD
SECRETARY

January 5, 2017

RE: Request for Priority Projects for Fiscal Years 2018/2019 – 2022/2023

The Florida Department of Transportation, District Five, is requesting Metropolitan/Transportation Planning Organizations (MPO/TPO), and non-MPO County Commissions (Flagler county), to provide a list of their recommended priority projects. This is to comply with Florida Statutes 339.175(8)(a) and 23 USC 134(j)(2). The list will be used for consideration in the development of the Department's Tentative five Year work Program for Fiscal Years 2018/2019 through 2022/2023.

Priority Projects

Metropolitan/Transportation planning Organizations (MPO/TP) and appropriate County commissions recommended priorities are to be organized into the following categories:

- a. Strategic Intermodal systems Funds: (Note: these funds may be applied in any jurisdiction but are limited to projects on SIS facilities and SIS connectors (designated and emerging).
- b. Urban Attributable Funds: (Note: these funds are limited to Transportation management Areas (TMA) with population greater than 200,000; Space Coast TPO, Metro Plan Orlando and the River to Sea TPO.
- c. All Other Funding Sources: (Note: these funds may be spent in an MPO/TPO area and in non-MPO counties that serve as MPOs/TPOs to Chapter 339, Florida Statutes).

For **new** priority projects, a **FDOT Project Information application Form** (attached) must be submitted so that a determination can be made on its qualifications and to make decisions during the development of the Tentative five Year Work Program.

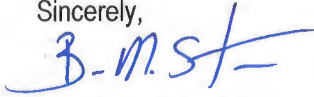
It is very important that supporting documentation or citations be provided as part of the form mentioned above to ensure that the projects are consistent with the Local Government Comprehensive Plan and where applicable, MPO/TPO Long Range Transportation Plan. If the project is not included in these plans, please provide an explanation and a date when the project would be added to the plan(s).

Metropolitan Planning Organizations and Transportation Planning Organizations (MPO/TPO) and applicable County Commissions should submit project priorities to their appropriate FDOT Planning Liaison, no later than **July 1, 2017**. As a courtesy, we are copying in Flagler County, due to their non-MPO status. Also, Flagler County municipalities of Palm Coast, Flagler Beach and Beverly Beach will need to coordinate with the River to Sea TPO.

The Department will develop the work program based on the submitted projects and priorities, the Florida Transportation plan's goals and objectives as well as funding and production constraints. The Tentative Five Year work Program will be presented at the District Public Hearing(s) in the Fall 2017, then a Statewide Public Hearing will be held in January 2018. You will be notified of the meeting dates, times and locations once they are established.

As you develop your Priority List of proposed projects, we strongly encourage you to include the public by holding a workshop and/or public hearing. Public input at the development stage is critical if the work program is to respond to the needs of the traveling public. If you have any questions, please call me at (386) 943-5391.

Sincerely,



Brian Stanger, P.E.
Planning & Environmental Management Administrator
District Five

cc: Kellie Smith, FDOT Governmental Operations Manager
Jamie Kersey, FDOT Liaison