

**BACKGROUND**

The City of Ocala is seeking a licensed Commercial Pool & Spa Contractor to provide maintenance of commercial pool pump and service pool pumping equipment to two (2) commercial pools and one (1) commercial splash pad, located at the addresses below:

- **Hampton Aquatic Fun Center**  
255 NW Martin Luther King, Jr. Blvd. Ocala, FL 34475
- **Jervey Gantt Aquatic Fun Center**  
2390 SE 36<sup>th</sup> Ave., Ocala, FL 34471
- **Lily's Pad Splashpad**  
2200 NW 17<sup>th</sup> Place, Ocala, FL 34475

Contractor shall be responsible for all labor, equipment, and materials to complete the job. All service shall be coordinated with the City Project Manager, John Spencer, (352) 529-1005, e-mail: [jspencer@ocalafl.gov](mailto:jspencer@ocalafl.gov).

**LICENSING AND EXPERIENCE REQUIREMENTS**

1. **Experience Requirement:** Bidder must possess five (5) years' experience in providing pool pumping equipment services.

**INSURANCE REQUIREMENTS**

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

**CONTRACT TERM**

1. **Term:** The resulting contract will be for an initial term of three (3) years.
2. **Renewals:** Three (3) optional, one (1) year renewal term.
3. **Escalation:** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.

**PROJECT SUMMARY**

1. **Project Summary:** The Contractor will be required to provide commercial pump equipment support for two (2) commercial pools and one (1) commercial splash pad within city limits for the City of Ocala:
  - Jervey Gantt is 180,000 gallons–15 HP main pump, 15 HP Feature Pump, 10 HP slide pump.
  - Hampton Pool is 160,000 gallons-15 HP main pump, 15 HP Feature Pump, 10 HP slide pump.
  - Lily's Pad Splash Pad is 2,700 gallons-10 HP main pump, 3 HP tank Pump.

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. **AMOUNTS DUE TO THE CITY.** Contractor/Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.

2. Contractor must be available to troubleshoot any pool pumps, variable frequency drives, gauges, pool filters, and related commercial pool equipment issues less than 24-hours from service inquiry.
3. Contractor must agree to maintain, repair and/or replace all pool pumps, variable frequency drives, gauges, pool filters, and related commercial pool equipment as needed, at cost for parts/materials, for the term of this contract. Proof of Contractor's cost for parts must be submitted with the associated invoice.
4. Contractor shall be responsible for all labor, equipment, and materials to complete the job.
5. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
6. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

### SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

### SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
  - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
  - B. Work site will be completely cleaned after each day of work.
  - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
  - A. All furnishings and equipment shall be placed back in the original locations.
  - B. All work areas must be returned to original condition.
  - C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

### SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees,

sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.

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

### **INVOICING**

1. All original invoices will be sent to: John Spencer, Project Manager, Recreation Department, 410 NE 3rd Street, Ocala, FL 34470, email: [JSpencer@ocalafl.gov](mailto:JSpencer@ocalafl.gov)
2. Contractor will invoice at least once a month.

### **PRICING AND AWARD**

1. Bids must be provided in an Unit Hourly Cost basis. Unit Cost must include all equipment, labor, travel, maintenance of pumping equipment, and materials necessary to perform the services outlined herein.
2. Award will be made to the lowest and best qualified bidder meeting all requirements outlined herein. Pricing must be within industry standards.