

BACKGROUND

1. The City of Ocala seeks the expertise of a seasoned Certified Pool/Spa Contractor to provide specialized pool deck resurfacing services, supporting the Recreation & Parks department in overseeing the Jervey Gantt Aquatic Center. This initiative targets the resurfacing of the pool deck, breezeway, and restroom flooring with a top-tier, slip-resistant commercial-grade PVC surfacing material. The existing knock-down textured surface, installed in 2020, exhibits minor cracking, peeling, and crumbling across multiple areas, driving the need for this enhancement. The Contractor is responsible for supplying and installing the new commercial-grade PVC surfacing across the pool deck, breezeway, and restrooms at the Jervey Gantt Aquatic Center.
 - a. The total resurfacing area is approximately 17,650 square feet, excluding the pool itself, as derived from Google Maps and on-site estimates.
2. All work and materials must adhere to the Florida Department of Health Standards for Swimming Pools and Spas, specifically paragraphs 64E-9.005(2)(a) through (g) and 64E-9.006(2)(a), Florida Administrative Code, ensuring safety and regulatory alignment throughout the project.
3. **NON-MANDATORY PRE-BID MEETING:** Please consult the listing for details on the pre-bid meeting date, time, and location.

EXPERIENCE AND LICENSING REQUIREMENTS

1. **Licensing Requirement:** Bidders must possess a valid Commercial Pool/Spa Contractor license and be duly authorized to operate within the State of Florida to qualify for submitting a bid on this project.
2. **Experience Requirement:** Bidders shall demonstrate a minimum of five (5) years of proven experience in commercial pool deck resurfacing, showcasing specific expertise in the application of commercial-grade PVC or comparable surfacing materials. This experience must reflect successful projects of similar scope and scale.
3. **References:** Bidders must submit references for a minimum of three (3) projects of comparable nature, completed within the past five (5) years, providing evidence of their capability and reliability in executing similar resurfacing efforts.

BOND REQUIREMENTS

1. **Bid Bond:** Bidders must submit bid security equivalent to five percent (5%) of the total bid amount with each proposal. This bid bond shall be uploaded in the designated "Bid Bond" section of the listing. The original document shall remain the Bidder's responsibility to maintain it unless the City requests its production.
2. **Public Construction Bond:** The successful Bidder is required to provide a recorded Public Construction Bond equivalent to the full amount of the total bid, ensuring comprehensive financial coverage for the project's completion and safeguarding the City's interests.
3. **Maintenance and Guarantee Bond:** The successful Bidder shall furnish a Maintenance and Guarantee Bond covering 10% of the total project value, to be submitted prior to final payment for the resurfacing effort. This bond must guarantee a minimum of one year for labor and one year for materials, effective from the date of final completion, providing assurance of quality and durability.

INSURANCE REQUIREMENTS

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

PERMIT REQUIREMENTS

1. **Permits Required:** Certified Pool/Spa Contractor will be responsible for obtaining a City of Ocala Building Permits at no additional cost to the City.
2. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.gov/home/showpublisheddocument/29137/638950784054348069>
3. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalafl.org/government/city-departments-a-h/growth-management/building/construction-permits>

CONSTRUCTION TIMEFRAME

1. **Construction Time:** The contract stipulates a period of 30 calendar days for Substantial Completion, with an additional 7 calendar days following substantial completion to achieve Final Completion for the Jervey Gantt Aquatic Center resurfacing project. By submitting a bid, the Contractor commits to adhering to the timeline mutually agreed upon with the City, ensuring timely delivery.
2. **Notice to Proceed:** Work shall commence on the date specified in a written "Notice to Proceed" issued by the City, to be distributed during the pre-construction conference. The Contractor must mobilize and initiate construction no later than 10 calendar days following notification, guaranteeing the project is fully executed within the timeframe outlined in the "Notice to Proceed," aligning with the project's scope and scale.
3. **Lead Time:** The maximum allowable lead time for materials is established at four (4) weeks. The City will issue a Notice to Proceed (NTP) upon confirmation of material receipt by the Contractor, ensuring seamless alignment with the project timeline.
4. **Mobilization And Maintenance Of Traffic:** The Contractor shall efficiently mobilize equipment and personnel to the site within the designated timeframe, ensuring seamless execution of the project. Additionally, the Contractor must maintain traffic flow around the Jervey Gantt Aquatic Center as necessary, utilizing appropriate signage and barriers to safeguard public safety while enabling full access to other areas of Jervey Gantt Park.

LIQUIDATED DAMAGES

1. **Penalty for Delay:** The Contractor shall pay the City of Ocala \$100.00 for each calendar day that elapses beyond the specified completion date, until the work is fully completed.
2. **Rights Reservation:** This section does not restrict the City's right to seek injunctive relief or any other appropriate remedies. Any permission granted to the Contractor to continue or finish work after the established completion date, or any extended deadline, shall not constitute a waiver of the City's rights under this Agreement, preserving full legal authority.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

Anticipated Tasks: The Contractor shall be tasked with supplying and installing premium commercial-grade PVC surfacing across the pool deck, breezeway, and restrooms at the Jervey Gantt Aquatic Center. This list is not intended to comprehensively define all activities the Contractor will undertake. All work and materials must adhere to the Florida Department of Health Standards for Swimming Pools and Spas, specifically paragraphs 64E-9.005(2)(a) through (g) and 64E-9.006(2)(a), Florida Administrative Code.

- **Slip-Resistance Compliance:** Ensure the PVC decking material meets applicable building and commercial pool codes for slip resistance, including but not limited to:
 - Compliance with the Florida Department of Health Standards for Swimming Pools and Spas, per paragraphs 64E-9.005(2)(a) through (g) and 64E-9.006(2)(a), Florida Administrative Code.
 - Adherence to the International Swimming Pool and Spa Code (ISPSC), developed by the International Code Council (ICC), which mandates a minimum Dynamic Coefficient of Friction (DCOF) of 0.42 for pool decks when tested wet, using the ANSI A326.3 method.
 - Alignment with the American National Standards Institute (ANSI) A326.3, which outlines the testing method for hard surface flooring and sets a baseline DCOF of ≥ 0.42 for level, wet, interior spaces. However, for enhanced safety, some tile manufacturers and standard-setting bodies recommend a higher DCOF of 0.60 for level, wet, exterior applications and interior areas with continuous water exposure, such as pool decks.
- **UV Resistance:** Incorporate UV inhibitors into the PVC formulation to prevent fading due to sun exposure, ensuring long-term durability

1. **Inspection and site evaluation**

- a. The Contractor shall conduct a comprehensive initial site inspection to verify measurements and evaluate the condition of the existing knock-down textured surface at the Jervey Gantt Aquatic Center.
- b. Perform a detailed assessment to confirm the actual measurements and precise square footage of the pool deck, breezeway, and restroom flooring.
 - i. Estimated total resurfacing area is 17,650 square feet, derived from pool deck and breezeway totaling 22,680 square feet minus the pool surface of 6,232 square feet, plus restrooms at 1,201 square feet, based on Google Maps estimates.

2. Preparation

- a. The Contractor shall undertake thorough preparatory measures to ensure a successful resurfacing process at the Jervey Gantt Aquatic Center.
- b. Safeguard adjacent areas—such as pool water, landscaping, and fixtures—using appropriate coverings, barriers, or tarps to prevent damage or contamination during the project.
- c. Remove loose, cracked, peeling, or crumbling sections of the existing surface using mechanical methods, including grinding, scarifying, or pressure washing, to establish a clean and stable substrate.
- d. Address any minor underlying structural issues, such as cracks or uneven areas, with compatible fillers or patching compounds specifically approved for pool deck applications.
- e. Clean the entire surface meticulously, eliminating dirt, debris, oils, and contaminants.

3. Installation

- a. The Contractor shall execute the installation process with precision to ensure a durable and compliant resurfacing at the Jervey Gantt Aquatic Center.
- b. Verify that the surface is fully dry and free of moisture prior to applying the PVC decking material, ensuring optimal adhesion.
- c. Provide and install a high-quality, slip-resistant, and anti-microbial PVC pool deck surfacing system specifically engineered for commercial aquatic environments.
 - i. **Colored Border Preference:** The City requests the inclusion of a 2- to 3-foot differently colored border around the lip of the pool at the Jervey Gantt Aquatic Center, designed to visually alert patrons as they approach the pool edge, enhancing safety.
- d. Apply the commercial-grade PVC decking in strict accordance with manufacturer specifications, guaranteeing uniform coverage and secure adhesion to the existing substrate. Extend the surfacing application to all designated areas—pool deck (excluding the pool basin), breezeway, and restroom flooring—achieving a seamless and consistent finish.
- e. Replace pool depth markers and related markings along the entire length of the pool deck edges by securely welding new depth markers and markings onto the commercial-grade PVC decking, ensuring durability and compliance with safety standards.
 - i. All pool depth markers shall comply with Florida Administrative Code Rule 64E-9.008(2)(e), which mandates that no swimming pool shall be constructed or renovated without depth markers on the vertical pool walls and on the pool coping or deck adjacent to the pool, spaced at intervals not exceeding 25 feet, indicating the actual water depth in feet at each point, with additional markings at transition points where the slope changes, and must be installed on both sides of the pool.
- f. Allow for appropriate curing time as outlined in manufacturer guidelines to ensure the integrity of the installed surface.

4. Final Inspections and Site Cleaning

- a. The Contractor shall conduct thorough final inspections and cleanup to ensure the Jervey Gantt Aquatic Center resurfacing project meets all quality and safety standards.

- b. Execute adhesion tests on sample areas to validate the bonding strength of the installed PVC surfacing.
 - c. Perform slip-resistance testing post-installation to confirm compliance with applicable safety standards, including the Florida Department of Health Standards for Swimming Pools and Spas (paragraphs 64E-9.005(2)(a) through (g) and 64E-9.006(2)(a), Florida Administrative Code).
 - d. Conduct a detailed inspection of the finished surface for defects, including bubbles, inconsistencies, or incomplete coverage, addressing and rectifying any issues before project completion.
 - e. Remove all debris, excess materials, and protective coverings from the site to restore a clear workspace.
 - f. Clean the resurfaced areas and adjacent spaces meticulously to leave the facility in a ready-to-use condition.
 - g. Dispose of all waste materials in full compliance with local environmental regulations, promoting sustainable practices.
5. **Deliverables:** The Contractor shall submit detailed project reports outlining the progress of all Task Work Orders. These deliverables must be reviewed and accepted by the City of Ocala Project Manager prior to the release of payment for the associated work, ensuring accountability and transparency.
6. **Working Hours:** The standard working hours for this project are established from 8:00 AM to 5:00 PM, Monday through Friday, excluding recognized holidays. The Contractor shall provide a minimum of forty-eight (48) hours' advance notice to the City Project Manager for any work extending beyond these normal shift hours. The City reserves the right to decline such requests at its discretion.
7. **Emergency Work Hours:** The Contractor must maintain available staff on site, ready to commence work within two (2) hours of notification for any task deemed an "Emergency," including storm-related emergencies. Failure to complete the work or have staff present within the contract's stipulated timelines will result in the contract being considered in default.
- a. Upon declaration of default, the City is authorized to appropriate or utilize any suitable and acceptable materials and equipment on site. The City may engage other parties to complete the work under the contract or employ alternative methods to achieve an acceptable outcome, charging all incurred costs including those for completing the work against the Contractor due to the default.
 - b. Should the Contractor, following a default notice from the City and prior to any City-initiated completion action, demonstrate intent to proceed with the work in accordance with City requirements, the City may permit the Contractor to resume. In such cases, the City will deduct from any monies owed or to become owed under the contract any costs incurred due to delay or related issues.

PROJECT SPECIFICATIONS

The Contractor shall adhere to the following plans and specifications to ensure the successful execution of the Jervey Gantt Aquatic Center resurfacing project:

1. **Plan Sets:** Utilize the project as-built drawings (Exhibit A) and the Google Maps estimates with an aerial image (Exhibit B) as essential references for planning and execution.
2. **Health Standards Compliance:** All work and materials must align with the Florida Department of Health Standards for Swimming Pools and Spas, specifically paragraphs 64E-9.005(2)(a) through (g) and 64E-9.006(2)(a), Florida Administrative Code, guaranteeing safety and regulatory adherence.
3. **Building Code Compliance:** All work must comply with the latest edition of the Florida Building Code. For further details, refer to the following link: <https://floridabuilding.org/c/default.aspx>.
4. **Document Accessibility:** The Contractor shall maintain on-site access to the above-listed documents, including up-to-date copies of all drawings, plans, and bid documents, ensuring readiness and compliance throughout the project duration.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. **Employee Roster:** The Contractor shall provide a comprehensive employee roster for all personnel working on-site, ensuring transparency and accountability.
2. **Employee Competence:** The Contractor must employ highly competent staff to execute the work, with all employees properly licensed or qualified as required by the project scope, reflecting the technical demands of commercial pool deck resurfacing.
3. **Project Manager Designation:** The Contractor shall designate a dedicated Project Manager as the primary point of contact. The Contractor must furnish a valid telephone number, email address, and physical address, available at all times to the City Project Manager. The telephone line must be answered during standard working hours (8:00 AM – 5:00 PM, Monday through Friday, excluding holidays) or equipped with voicemail to receive messages.
4. **Employee Replacement:** Upon the City's request, the Contractor shall promptly replace any employee deemed incompetent, unfaithful, abusive, or disorderly. Both the City and the Contractor are obligated to notify each other immediately upon receiving any related complaints.
5. **Work Attire and Safety:** Contractor employees must wear appropriate work clothes and personal protective equipment, as mandated by OSHA standards (e.g., hard hats, bucket harnesses), tailored to specific tasks. Attire should remain clean and presentable, consistent with the job conditions at the site.
6. **Independent Contractor Status:** The Contractor shall operate as an independent entity, not as an agent, representative, partner, or employee of the City of Ocala. The Contractor retains full control over site operations and bears sole responsibility for the actions or omissions of their employees.
7. **Smoking and Vaping Policy:** Smoking or vaping is strictly prohibited on City property or any project sites where children may be present, ensuring a safe and family-friendly environment.
8. **Equipment Provision:** The Contractor must possess or acquire all necessary equipment to perform the work effectively. A detailed equipment list shall be provided to the City upon request, supporting the project's scope.

CITY OF OCALA RESPONSIBILITIES

1. **Support Resources:** The City of Ocala shall provide the following resources to support the Contractor in executing the Jervey Gantt Aquatic Center resurfacing project:
 - a. Grant access to drawings, specifications, schedules, reports, and other pertinent information prepared by or for the City, directly relevant to the Contractor's duties.
 - b. Offer access to City buildings and facilities to facilitate the performance of the work.
2. **Material Procurement Rights:** The City reserves the authority to procure any materials for the Contractor's use. The Contractor shall not impose any mark-up fees on materials supplied by the City, ensuring cost efficiency for the project.

CONTRACTOR RESPONSIBILITIES

1. **Compliance with Regulations:** The Contractor shall perform all work under this contract in full accordance with the policies and procedures of the City of Ocala, as well as all applicable State and Federal laws, policies, procedures, and guidelines.
 - a. All work and materials must comply with the Florida Department of Health Standards for Swimming Pools and Spas, specifically paragraphs 64E-9.005(2)(a) through (g) and 64E-9.006(2)(a), Florida Administrative Code. The Contractor shall obtain and pay for any necessary licenses, additional equipment, dumping and/or disposal fees, and other expenses required to fulfill this contract.
2. **Cost and Licensing Obligations:** The Contractor shall secure and cover the costs of all necessary licenses, labor, additional equipment, dumping and/or disposal fees, insurances, and any other expenses required to fulfill this contract.
3. **Manufacturer Guidelines:** All installation work shall adhere strictly to the requirements and instructions provided by applicable manufacturers, ensuring quality and consistency.
4. **Property Access Issues:** Should the Contractor be directed to leave a property by the owner or their representative, the Contractor shall depart immediately without altercation. The Contractor must then notify the City Project Manager within 24 hours, providing a clear explanation for the inability to complete the assigned project.
5. **Inspector Overtime Costs:** The Contractor shall bear full responsibility for any overtime expenses incurred by inspectors during the project.
6. **Damage Accountability:** The Contractor is liable for all damages, including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems, resulting from their activities. In the event of damage or destruction to public or private property, the Contractor shall, at their own expense, repair or restore the affected property to a standard acceptable to the City within one (1) month from the date the damage occurred.
7. **Document Preparation:** The Contractor shall ensure that all documents prepared under this contract are compatible with the most current version of Microsoft Office Suite of applications, or any other software as specified and approved by City staff.
8. **Testing Requirements:** Contractor shall arrange, obtain, and fund all necessary inspections and tests as needed or required for the project. These shall be conducted by independent inspectors, testing laboratories, or other qualified individuals or entities deemed acceptable by the Project Manager or City Engineer, ensuring rigorous quality control.

SUB-CONTRACTORS

1. **Workforce Commitment:** The Contractor shall execute a minimum of 50% of the work using their own forces, ensuring substantial direct involvement.
2. **Sub-Contractor Approval:** Any services delegated to sub-contractors must receive prior approval from the City Project Manager, guaranteeing oversight and alignment with project standards.

CONSTRUCTION WORK AREAS

1. **Project Site Utilization:** The Contractor shall designate on-site locations for all project components, including temporary work and storage areas. Staging areas will be established at the Jervey Gantt Aquatic Center, with material and equipment staging zones maintained in a clean and orderly manner to support efficient operations.
2. **Sanitary Facilities:** The Contractor shall provide on-site sanitary facilities as mandated by governing agencies, ensuring compliance and a safe working environment throughout the project duration.
 - Note: The on-site restrooms will be off-limits as they will be part of the decking replacement process.

SITE HOUSEKEEPING AND CLEANUP

1. **Waste and Debris Management:** The Contractor shall consistently maintain the premises free of any accumulation of waste materials and rubbish resulting from operations and employee activities. The Contractor shall supply approved containers for the collection and disposal of waste, debris, and rubbish, ensuring legal disposal methods. Waste materials, debris, and rubbish must be removed off-site at least once weekly.
2. **Ongoing Cleanup:** The Contractor shall conduct periodic cleanups to prevent hazards or disruptions to site operations, maintaining the area in a reasonably neat condition. The work site must be fully cleaned at the end of each workday, with all roadways affected by construction or adjacent to the work swept daily to ensure safety and accessibility.
3. **Water Utilization:** The use of water is mandatory to control the dispersion of dust and debris during any cutting or drilling operations and cleanup activities, promoting a safe and clean work environment.
4. **Final Cleaning:** Upon project completion, the Contractor shall thoroughly clean the entire work area and project site as applicable:
 - a. Ensure the work and adjacent affected areas are left in a clean condition, meeting the satisfaction of the City Project Manager.
 - b. Remove all surplus and discarded materials, rubbish, and temporary structures from the premises, restoring any damaged public or private property caused during the work process in an acceptable manner. The site must be left neat and presentable, with all debris removed and no new construction debris, trash, or materials left or buried on site.

- c. Broom clean exterior paved driveways and parking areas, and hose clean sidewalks and concrete exposed surfaces if impacted by the work or included in the work area.
- d. Return all furnishings and equipment to their original locations with care.
- e. Restore all work areas to their original condition, ensuring a seamless transition back to normal use.

SUBMITTALS

1. **Permit and Approval Documentation:** The Contractor shall submit copies of all permits and approvals necessary for construction, as mandated by the laws and regulations of governing agencies.
2. **Planning Submissions:** The Contractor shall provide detailed plans, including temporary construction parking areas, storage yards, storage trailer locations, staging area layouts, and a comprehensive plan for the disposal of waste materials, supporting efficient project execution and site management.

SAFETY

1. **Safety Oversight:** The Contractor shall bear full responsibility for ensuring safety throughout the construction process. This includes strict adherence to all applicable OSHA standards and local, state, and national codes, safeguarding their employees, sub-contractors, all building and site occupants, staff, the public, and any individuals within or near the work area.
2. **City Staff Visits:** Job site visits by City staff shall not be interpreted as approval, awareness, or assumption of liability for any hazardous conditions present at the site.
3. **Equipment and Property Security:** The Contractor shall be accountable for securing all equipment, materials, clothing, and other property brought to the site, ensuring protection against loss or damage.
4. **Pre-Completion Protection:** Prior to project completion, the Contractor shall oversee the storage and adequate protection of all materials and equipment, maintaining their integrity.
5. **City Liability Exclusion:** Under no circumstances shall the City be held responsible for any damage, including loss, damage, destruction, or theft, to the Contractor's equipment, materials, property, or clothing during the project duration.

WARRANTY

1. **Warranty Provision:** The Contractor shall offer a minimum five-year, non-prorated warranty on both materials and labor, effective from the date of substantial completion. This warranty shall protect against operational failures resulting from defective materials or workmanship under normal use conditions.
2. **Documentation Submission:** The Contractor must submit all manufacturer warranty documentation and owner/operator manuals prior to the final payment request, ensuring comprehensive support for long-term maintenance. This should include documentation on the normal and routine maintenance for the PVC decking product.

INVOICING

1. **Invoicing Frequency:** The Contractor shall submit invoices at a minimum of once per month, maintaining regular financial updates throughout the project duration.
2. **Invoice Submission:** All original invoices shall be directed to John Spencer, Project Manager, Recreation and Parks Department, 828 NE 8th Ave, Ocala, FL 34470, with an electronic copy sent via email to jspencer@ocalafl.gov, ensuring prompt processing.

PRICING AND AWARD

1. **Project Scope and Measurement Verification:** The total resurfacing area should not be interpreted as a guaranteed minimum. Bidders are required to confirm the actual measurements and precise square footage of the pool deck, breezeway, and restroom flooring prior to submitting their Price Proposal.
2. **Price Proposal Submission:** Bidders shall upload a completed Price Proposal with their response, ensuring all financial details are accurately represented.
3. **Bid Requirements:** Bidders must include bids for all line items to ensure comprehensive coverage of the project scope, to include, but not limited to:
 - a. Inspection and site evaluation (including site inspection to verify measurements).
 - b. Deck preparation (including addressing any minor cracks or uneven areas with compatible fillers or patching compounds).
 - c. Providing PVC decking material (including any shipping to Ocala, Florida).
 - d. Installation of PVC decking material (operational fees, including labor).
 - e. Site cleanup and refuse removal (operational fees, including labor and waste charges)
4. **Bid Basis and Price Proposal:** Bids will be accepted on a lump sum/project basis, with the lump sum amount encompassing all the direct and indirect costs necessary to complete the project, reflecting the full scope of work
5. **Award Criteria:** The award will be granted to the lowest bidder who fully meets all requirements outlined in this document to provide and install commercial-grade PVC deck surfacing, ensuring cost-effectiveness and compliance.

