

**BACKGROUND**

1. The City of Ocala requires the services of an experienced metal fabricator to provide bids for a “design and build replacement staircase and platform” for the swimming pool slide at the City’s Jervey Gantt Aquatic Center. This project supports the Facilities Department and the Recreation & Parks Department. Contractor will provide the engineered design, materials, labor and equipment to complete this project.
2. The current Jervey Gantt slide system is original to the aquatic facility, which opened in 2003. The existing Jervey Gantt slide staircase has a deck height of approximately 10’ tall and supports an approximately 55’ long open slide. Over the years, the City has repainted the steel slide tower and fiberglass riding surfaces. The most recent resurfacing was completed in 2018. Being in a chlorine environment, the metal structure has continued rusting and shows metal degradation issues. The slide may not pass future annual state inspections without a major restoration or complete replacement.
3. Contractor will design and fabricate a stainless-steel staircase and platform to replace the existing staircase and platform for the swimming pool slide at Jervey Gantt Aquatic Center. The dimensions of the stairs and platform will be close to the dimensions of the existing platform and stairs. However, the new platform shall be supported by four columns, one at each corner of the platform, rather than the platform being supported by a center column like the existing platform. Contractor will also design, fabricate, and install replacement stainless steel supports for the existing slide. Contractor will prepare foundations sufficient to support structural members of the platform, staircase and new slide supports.
4. **MANDATORY PRE-BID MEETING:**
  - a. A pre-bid meeting will be held on Thursday, April 20, 2023 at 10:00 a.m.
  - b. Jervey Gantt Aquatic Center, 2390 SE 36<sup>th</sup> Ave, Ocala, FL 34471 in Marion County, Florida.

**EXPERIENCE AND LICENSING REQUIREMENTS**

1. **Experience Requirement:** Bidder must possess 5 years verifiable experience in fabricating and installing commercial structural stainless-steel, platforms and staircases.

**INSURANCE REQUIREMENTS**

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

**PERMIT REQUIREMENTS**

1. **Permits Required:** Contractor will be responsible for obtaining the following City of Ocala permits at no additional cost to the City:
  - Building
  - Plumbing
  - Mechanical
2. **Permit Fee Schedule:** For information regarding permitting fees, please visit the following link: <https://www.ocalafl.org/home/showpublisheddocument/490/637545367420930000>

3. **Construction Permit Applications:** For construction permits and related documents, please visit: <https://www.ocalafll.org/government/city-departments-a-h/growth-management/building/construction-permits>

### CONSTRUCTION TIMEFRAME

1. **Construction Time:** The contract time to Substantial Completion is **30** calendar days. The contract time to Final Completion is **7** calendar days after substantial. The contractor agrees, as a condition for submitting a RFQ, that this project will be completed in the time agreed upon between the City and the Contractor. The Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City. Such "Notice to Proceed" will be issued at the pre-construction conference. The Contractor must be able to mobilize and begin construction no later than 10 calendar 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.
2. **Project Timetable:** The required project must be completed between May 1, 2023, and May 31, 2023.
  - a. The City reserves the right to review work while construction is in process.
3. **Weather Days:** The Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period in which the application is submitted and shall be final. Contractor performance and execution of work will be considered in the determination for granting additional days.
4. **Lead Time:** The maximum acceptable lead time on materials is two (2) weeks. The City shall issue a Notice to Proceed (NTP) upon notification of receipt materials by the Contractor.

### LIQUIDATED DAMAGES

1. The Contractor shall pay the City **\$350** 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 agreed upon projected Times or any proper extension thereof granted by the City, the Contractor shall pay an additional **\$200** per day for each calendar day that expires after the time specified until Final Completion and acceptance of the project by the City.
2. 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.
3. 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.

**MOBILIZATION AND MAINTENANCE OF TRAFFIC**

1. **Mobilization:** Obtaining of required permits and moving of the Contractors' operations and equipment required for construction. Provide on-site construction power and wiring, as needed. Provide on-site sanitary facilities as required by Governing agencies. The Contractor will not be permitted to use the City sanitary facilities during construction. Posting of OSHA-required notices and establishing of safety programs and procedures.

**ANTICIPATED TASKS, DELIVERABLES AND HOURS****Detailed Scope of Work:**

The Contractor will be required to perform the following services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.

Design and construct a replacement stainless steel staircase and platform structure for the swimming pool slide that sits within the general footprint of the current Jervey Gantt swimming pool slide staircase and platform structure. The design should, if possible, utilize the existing Jervey Pool swimming pool slide water supply (to reduce the need to redesign the pool plumbing). Design and construct replacement vertical stainless steel supports and brackets for the existing fiberglass slide.

- The new staircase, platform structure and slide supports must be constructed from stainless steel suitable to resist rust and corrosion in an aquatic environment.
- The stair tread design for the new swimming pool slide staircase and platform structure must be barefoot friendly and constructed from materials that resist rust and corrosion in an aquatic environment.
- The new slide supports, staircase and platform structure railings, handrails, and all fasteners must be constructed from stainless steel suitable to resist rust and corrosion in an aquatic environment.

***Demolition***

Remove the existing staircase, platform structure (steel tower) and slide supports. The contractor is responsible for the demolition of the steel slide tower, concrete base/footer, and the surrounding concrete decking. The contractor is responsible for preserving the existing fiberglass slide, to be reattached to the newly fabricated staircase, platform structure and newly fabricated slide supports.

***Site/Civil***

- The design/construction of the new staircase and platform structure and replacement slide supports shall be approved by a Professional Engineer experienced in the design of this work and licensed in the State of Florida.
- The Professional Engineer shall prepare signed & sealed Shop Drawings for permitting.
- Minimum design requirements for the staircase and platform structure must meet Florida Building Code (FBC 2020)

***Structural***

The new staircase and platform structure should, at minimum, replicate the current design and user experience. The design shall include the design of all structural supports for the staircase, platform structure system, and replacement slide supports for the swimming pool slide itself.

### *Delivery*

- Deliver (or have delivered) the new staircase and platform structure to the job site.

### *Installation*

- Install the new staircase, platform structure and slide supports in accordance with the manufacturer's specifications and sound engineering practices

### *Drawings*

- All drawings shall be prepared, signed and sealed by a professional engineer, licensed in the State of Florida under provisions of Chapter 471, F.S., and shall fulfill the requirements of Section 471.025, F.S.
- Provide as-built drawings, manuals, and related information to the City in an electronic format (PDF).

1. **Deliverables:** The Contractor shall provide project schedule and weekly reports of all work in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
2. **Working Hours:** The normal/standard working hours for this project are 7:00 AM – 6:00 PM Monday through Friday, excluding holidays. Contractor shall provide (forty-eight) 48-hour advance notice to City Project Manager for work outside normal shift hours. The city may decline any request to work outside normal shift hours.
3. **Emergency Work Hours:** The Contractor must have available staff on-site and prepared to begin work within two (2) hours notification of any work deemed "Emergency" (this includes all storm-related emergencies). If the work is not completed or staff is not on site by contract timelines the contract will be considered in default.
  - A. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the contract or may use other methods to complete the work in an acceptable manner. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the contract, against the Contractor.
  - B. If, after default notice by the City, and prior to any action by the City to otherwise complete the work under the contract, the Contractor establishes their intent to prosecute the work in accordance with the City's requirements, then the City may allow the Contractor to resume the work, in which case the City will deduct from any monies due or that may become due under the contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

## PROJECT SPECIFICATIONS

This project will require the Contractor to follow the following plans and specifications:

1. All final construction and as-built drawings shall be prepared, signed and sealed by a professional engineer, licensed in the State of Florida under provisions of Chapter 471, F.S., and shall fulfill the requirements of Section 471.025, F.S.
2. All work must be in compliance with the Florida Building Code, latest edition. For information, please visit the following link: <https://floridabuilding.org/c/default.aspx>

3. The Contractor must have the above listed documents in addition to up-to-date copies of shop drawings, plans, and RFQ documents at job sites at all times.
4. The new staircase, platform structure and slide supports must meet or exceed the standards and best practices of the [The Model Aquatic Health Code \(MAHC\): An All-inclusive Model Public Swimming Pool and Spa Code](#)
5. The new staircase, platform structure and slide supports must meet or exceed the standards of the Florida Department of Health, [Chapter 64E-9 Public Swimming Pools and Bathing Places](#)

**CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. An employee roster must be provided for all projects assigned.
2. 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.
3. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number, email, and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
5. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA (hard hats, bucket harnesses, etc.) and meeting Manual on Uniform Traffic Control Devices (MUTCD) and National Electrical Safety Code (NESC) requirements as indicated for all work conducted and be as clean and in as good appearance as the job conditions permit.
6. 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.
7. No smoking is allowed on City property or projects.
8. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
9. All company vehicles and uniforms must have a visible company name/logo.

**CITY OF OCALA RESPONSIBILITIES**

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
  - A. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
  - B. Access to City buildings and facilities to perform the work.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

**CONTRACTOR RESPONSIBILITIES**

1. The Contractor shall complete all work performed under this contract in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.

3. Construction/Installation must be in compliance with all requirements and instructions of applicable manufacturers.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.
5. Contractor will be responsible for inspector's overtime.
6. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor, at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
7. Data collected by the Contractor shall be in a format compatible with, or easily converted to City's databases. A sequential naming convention should be applied to the files and documentation provided to the City.
8. The Contractor shall ensure that all documents prepared under this contract have been prepared on a Windows-based operating system computer using the most current version of Microsoft Office, which includes: Word, Excel, Power Point, Access or any other software as specified and approved by City staff.
9. **Erosion Sediment and Flood Control:** If applicable, provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction.
10. **Testing Requirements:** Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required. Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to the City. Results of all required testing and inspections shall be submitted to the Project Manager.

#### SUB-CONTRACTORS

1. Contractor must perform a minimum of **70%** of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

#### CONSTRUCTION WORK AREAS

1. Components of the project, including temporary work, storage areas, and staging areas will be located at Jervey Gantt Aquatic Center, 2390 SE 36<sup>th</sup> Ave, Ocala, FL 34471. Material and equipment staging areas will be kept in a clean and orderly fashion.
2. Provide on-site sanitary facilities as required by Governing agencies.
3. Construction work area must be protected by construction fencing at the end of each business day.

#### SITE HOUSEKEEPING AND CLEANUP

1. **Waste/Debris:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Contractor will provide approved containers for collection and disposal of waste materials, debris, and rubbish. Contractor shall dispose of debris in a legal manner. At least once weekly dispose of such waste materials, debris, and rubbish off-site.
2. **Cleanup:** Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition. Work site will be completely cleaned after each day of work. Sweep all roadways affected by the construction and where adjacent to work daily.
3. **Water Use:** The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory.

4. **Final Cleaning:** Upon completion of work, clean entire work area/project site as applicable.
  - A. Leave the work and adjacent areas affected in a cleaned condition satisfactory to the City Project Manager.
  - B. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all project debris shall be removed from the premises. New construction debris, trash, etc., shall not be 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 work or included in work area.
  - D. Any work areas or temporary roadways associated with this project and within the project area must be returned to original condition. This may also include resodding the area (as needed).
  - E. All furnishings and equipment shall be placed back in the original locations.

**SUBMITTALS**

1. Provide design/fabrication/shop drawings of proposed stairs, platform and slide supports at each stage of the design, 60%, 90% and 100% sealed construction drawings. Incorporate City design review comments after 60% and 90% prior to providing final signed and sealed construction drawings.
2. Submit copies of permits and approvals for construction as required by laws and regulations of governing agencies.
3. Submit temporary construction parking area plans, storage yard, storage trailer location, staging area plan, and plan for disposal of waste materials.
4. Upon completion of construction provide final as-built construction drawings.

**SAFETY**

1. The Contractor is solely responsible for ensuring safety during construction, and for conformance to all applicable OSHA standards; and local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. Job site visits by City staff do not constitute approval, awareness, or liability for any hazardous condition.
3. Contractor shall be responsible for securing their equipment, materials, clothing, and other property.
4. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.

**WARRANTY**

1. Contractor will provide a three-year material and labor warranty from the date of substantial completion, against operational failure caused by defective material or workmanship which occurs during normal use.
2. All manufacturer warranty documentation and owner/operator manuals must be provided before final payment request.

**INVOICING**

1. All original invoices will be sent to: Julie Johnson, Assistant Director, Ocala Recreation & Parks Department, 828 NE 8<sup>th</sup> Avenue, Building, Ocala, FL 34471. Email: [jjohnson@ocalafl.org](mailto:jjohnson@ocalafl.org).
2. Contractor will invoice at least once a month.

**PRICING AND AWARD**

1. Bids will be received on a lump sum basis and shall include all costs necessary to complete this project.
2. Award will be made to the lowest bidder meeting all requirements outlined herein.