

AGREEMENT FOR AQUATIC CENTER POOL SLIDE DESIGN AND REPLACEMENT SERVICES

THIS AGREEMENT FOR AQUATIC CENTER POOL SLIDE DESIGN AND REPLACEMENT SERVICES (Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City"), and **NATURAL STRUCTURES, INC.**, a for-profit corporation duly organized in the state of Oregon and authorized to do business in the state of Florida (EIN: 93-0588360) ("Contractor").

R E C I T A L S :

WHEREAS, the City of Ocala owns and operates the Jervey Gantt Aquatic Fun Center and the Hampton Aquatic Center for the use and benefit of its citizens; and

WHEREAS, the City's 2023 Annual Inspection of the main water slides at the Jervey Gantt Aquatic Center and Hampton Aquatic Center revealed that the pool slide structures at both facilities required repair and/or replacement prior to continued use; and

WHEREAS, on June 28, 2023, the City issued Invitation to Bid No. REC/230529 for services related to the design and replacement of the pool staircase platform at the Jervey Gantt Aquatic Center and no responsive bids were received; and

WHEREAS, the City's previous solicitations for services related to the design and replacement of pool side structures at Jervey Gantt Aquatic Center, Request for Proposals No. REC/230018 and Request for Quotations No. 230437, also failed to yield responsive proposals or quotes within the City's budget for the Project; and

WHEREAS, the City's Facilities Services Department received a single responsive quote to the Request for Quotations issued in July 2023 from Natural Structures, Inc. which met the City's specifications and cost parameters for the Project; and

WHEREAS, on July 24, 2023, the City's Facilities Management Department sought a procurement exception to allow the City to procure design and replacement services for the pool slide structures at Jervey Gantt and Hampton Aquatic Centers without issuing an additional competitive solicitation on the grounds that previous solicitations resulted in non-responsive bids; and

WHEREAS, after consideration of the history of the procurement for a solution to the City's critical need for slide structure replacement, the City's Contracting Officer found that accepting the quote from Natural Structures would best serve the City's interests and afford the City best value; and

WHEREAS, Contractor certifies that Contractor and its subcontractors are qualified and possess the required licensure and skill to perform the work required for the Project.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; (c) the City's Solicitation for the Project and the quote submitted by Contractor in response to same (the "Solicitation Documents"); and (d) those

documents identified in the Project Specifications section of this Agreement. Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-7)
- Exhibit B: Contractor Quote (B-1)
- Exhibit C: Pool Slide Specifications (C-1 through C-5)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

B. **Project Specifications:** In addition to the Contract Documents and up-to-date copies of shop drawings, this project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

- i. **City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure"** available at:

<https://www.ocalafl.gov/home/showpublisheddocument/22736/638121592055800000>

If there is a conflict between the individual Project Specifications regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedents to the most restrictive specification.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, testing, inspections, certifications, and all other things necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work under this Agreement may only be adjusted by written amendment executed by both parties.

4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount of **THREE HUNDRED THREE THOUSAND, TWO HUNDRED SEVENTY-THREE DOLLARS AND NO/100 DOLLARS (\$303,273)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory completion of the work in compliance with the pricing and other requirements set forth in the Contract Documents. The pricing under this Agreement may only be adjusted by written amendment executed by both parties.

A. **Monthly Progress Payments:** The compensation amount under this section shall be paid by City, monthly, based upon a percentage of completion of the work as invoiced by Contractor and approved by City. The compensation sought under this Agreement is subject to the express terms of this Agreement and any applicable federal and/or state laws.

B. **Project Schedule and Progress Reports.** 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.

C. **Invoice Submission.** All invoices submitted by Contractor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Contractor shall submit a Certificate of Disbursement of Payment with each invoice after the first payment. Contractor

shall also submit an updated schedule with each invoice. Contractor shall be provided with a cover sheet for invoicing. This cover sheet must be filled out correctly and submitted with each invoice. Contractor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala Facilities Management Department, Attn: Christina Guy, 1805 NE 30th Avenue, Bldg. 1000, Ocala, Florida 34470**, E-Mail: cguy@ocalafl.org.

- D. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - E. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
 - F. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
 - G. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
 - H. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TIME FOR PERFORMANCE.** Time is of the essence with respect to the performance of all duties, obligations, and responsibilities set forth in this Agreement and the Contract Documents.
- A. The maximum acceptable lead time on materials is **FOUR (4) WEEKS**. The City shall issue a Notice to Proceed (NTP) upon notification of receipt of materials by Contractor.
 - B. Contractor shall mobilize and commence work no later than **SEVEN (7)** working days from the date of issuance of a Notice to Proceed for the project by City.
 - C. The Project must be completed **no later than NOVEMBER 30, 2023**. At no time will the Contractor be allowed to lag behind. The City reserves the right to review work while construction is in progress.
 - D. **All work shall be substantially completed by Contractor in a manner satisfactory to the City Project Manager within THIRTY (30) days of the start date indicated on the Notice to Proceed and ready for final payment within SEVEN DAYS (7) days of substantial completion.**
 - E. The Time for Performance under this Agreement may only be adjusted by Change Order, in the sole and absolute discretion of City. Any request for an extension of the Time for

Performance must be submitted in a writing delivered to the City Project Manager, along with all supporting data, within **SEVEN (7)** calendar days of the occurrence of the event giving rise to the need for adjustment unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City.

- F. **Weather Days:** Contractor shall submit a written request to the City Project (e-mail 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 which the application is submitted and shall be final. Contractor performance and execution of work shall be considered in the determination for granting additional days.
 - G. **Work Hours:** Normal working hours shall be Monday through Friday from 8:00 p.m. to 6:00 a.m. Work during the hours of 7:00 a.m. and 5:00 p.m. shall only be allowed within the median without lane closures. If additional working hours are necessary, Contractor must provide forty-eight (48) hours advance notice to the Project Manager and FDOT approval must be provided. Inspectors are not obligated to work on weekends. No work will be permitted on City-observed holidays.
 - H. As to any delay, inefficiency, or interference in this performance of this Agreement caused by any act or failure to act by City, the Contractor's sole remedy shall be the entitlement of an extension of time to complete the performance of the affected work in accordance with the Contract Documents. Contractor agrees to make no claim for extra or additional costs attributable to said delays, inefficiencies or interference, except as provided in this Agreement.
 - I. None of the provisions of this section shall exclude City's right of recovery for damages caused by delays or inefficiencies caused by any act or failure to act by Contractor, to include costs incurred by City for the procurement of additional professional services.
6. **LIQUIDATED DAMAGES FOR LATE COMPLETION.** The parties agree that it would be extremely difficult and impracticable under the presently known facts and anticipated circumstances to ascertain and fix the actual damages that City and its residents would incur should Contractor fail to achieve Substantial Completion and/or Final Completion and readiness for final payment by the dates specified for each under the terms of this Agreement. Accordingly, the parties agree that should Contractor fail to achieve Substantial Completion by the date specified, then Contractor shall pay City, as liquidated damages and not as a penalty, the sum of **ONE HUNDRED AND NO/100 DOLLARS (\$100)** per day for each calendar day of unexcused delay in achieving Substantial Completion beyond the date specified for Substantial Completion in the Contract Documents. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining work within the time specified in the Contract Documents for Final Completion and readiness for final payment or any proper extension thereof granted by City, Contractor shall pay City, as liquidated damages and not as a penalty, additional sum of **ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150)** per day for each calendar day of unexcused delay in achieving completion and readiness for final payment.
- A. **No Waiver of Rights or Liabilities.** Permitting Contractor to continue and finish the work, or any part thereof, beyond the dates specified for Substantial Completion and/or Final Completion and readiness for final payment shall not operate as a waiver on the part of the City of any of its rights under this Agreement. Any liquidated damages assessed pursuant to

- this section shall not relieve Contractor from liability for any damages or costs of other contractors caused by a failure of Contractor to complete the work as agreed.
- B. **Right to Withhold or Deduct Damages.** When liquidated damages are due and owing, City shall have the right to: (1) deduct the liquidated damages from any money in its hands or from any money otherwise due or to become due to Contractor; or to (2) initiate any applicable dispute resolution procedure for the recovery of liquidated damages within the times specified under this Agreement.
 - C. **Non-Cumulative.** The parties agree and understand that the amounts set forth under this section for liquidated damages are not cumulative with one another. The amount set forth as liquidated damages for Contractor's failure to achieve Substantial Completion shall be assessed upon default and continue until Substantial Completion is attained. The amount set forth as liquidated damages for Contractor's failure to achieve Final Completion and readiness for payment shall be assessed after Substantial Completion is attained and apply until Final Completion is attained.
 - D. **Additional Costs.** In addition to the liquidated damages set forth under this section, Contractor agrees to pay all costs and expenses incurred by City due to Contractor's delay in performance to include inspection fees, superintendence costs, and travel expenses.
 - E. **Injunctive Relief.** The parties acknowledge that monetary damages may not be a sufficient remedy for Contractor's failure to achieve Substantial Completion or Final Completion in accordance with the terms of this Agreement, and that City shall be entitled, in addition to all other rights or remedies in law and equity, to seek injunctive relief.
7. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
 8. **PUBLIC CONSTRUCTION BOND.** As required by section 255.05, Florida Statutes, Contractor shall furnish a certified and recorded Public Construction Bond in the amount of **THREE HUNDRED THREE THOUSAND, TWO HUNDRED SEVENTY-THREE DOLLARS AND NO/100 DOLLARS (\$303,273)** as security for the faithful performance of the work as required and set forth in the Contract Documents within the time set forth for performance under this Agreement and for prompt payments to all persons defined in section 713.01, Florida Statutes, who furnish labor, services, or materials for the completion of the work provided for herein.
 9. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.
 - A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

- B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
10. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
- B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
11. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
- (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;
 - (2) Contractor provides material that does not meet the specifications of the Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in the Agreement; or
 - (4) Contractor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of the Agreement
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently

and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.

- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:

- (1) City shall be entitled to terminate this Agreement without further notice;
- (2) City shall be entitled to hire another contractor to complete the required work in accordance with the needs of City;
- (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
- (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; or (ii) any other remedy as provided by law.

- D. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.

12. **WARRANTY.** Contractor warrants that all labor, materials, and equipment furnished under the agreement are new, of the type and quality required for the Project, and installed in a good and workmanlike manner in accordance with the Contract Documents. Contractor shall guarantee that the work shall be free from any defects in workmanship for a period of not less than **THREE (3)** years from the date of Final Completion. Contractor shall guarantee that the materials provided shall be free from any defects for the longer of: (1) **THREE (3)** years from the date of Final Completion; or (2) the period of warranty provided by any supplier or manufacturer. All written manufacturers' warranties for materials supplied must be provided to the City Project Manager before final payment will be authorized.

13. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.

14. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.

15. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:

- A. Contractor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in

scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.

- B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
- C. Contractor has had an opportunity to visit, has visited, or has had an opportunity to examine and ask questions regarding the sites upon which the work is to be performed and is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- D. Contractor is satisfied with the site conditions that may affect cost, progress, and performance of the work, as observable or determinable by Contractor's own investigation.
- E. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
- F. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:

- A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
- B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures of construction and safety precautions or programs incident thereto.
- C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
- D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, including, but not limited to obtaining all permits, licenses, and other authorizations necessary for the prosecution of the work and be responsible for all costs associated with same.
- E. Contractor shall operate and cause all construction equipment and materials supplied for or intended to be utilized in the Project to be operated and stored in only those areas prescribed by City. This includes the operations of workmen.

- F. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of all construction equipment and materials supplied for or intended to be utilized in the Project, whether furnished by Contractor or City. Contractor shall be responsible for providing adequate safeguards to prevent loss, theft, damage, or commingling with other materials or projects.
- G. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
- 17. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
- 18. **RIGHT OF ACCESS AND OTHER WORK PERFORMED BY THIRD PARTIES.** City may perform additional work related to the Project itself, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
 - A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.
 - B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.
- 19. **STORAGE OF MATERIALS/EQUIPMENT.** Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.
- 20. **RESPONSIBILITIES OF CITY.** City or its representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A – Scope of Work**. City has the authority to stop work or to suspend any work.
- 21. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.

22. **COMMERCIAL GENERAL LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial general liability insurance with limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers as well as the Florida Department of Transportation are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
23. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**
24. **MISCELLANEOUS INSURANCE PROVISIONS.**
- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
 - B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
 - C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall

Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.

- D. City as an Additional Insured. The City of Ocala and the Florida Department of Transportation shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
 - E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org
 - F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
 - G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.
26. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor 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. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
- A. All employees on the work and other persons that may be affected thereby;
 - B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

27. **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 under this Agreement.

A. In addition to the requirements set forth in 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.

B. Should 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.

28. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

30. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

31. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees, nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.

32. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.
33. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
34. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
35. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
36. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
37. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the

contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

- 38. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
- 39. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
- 40. **E-VERIFY.** Pursuant to section 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's ("DHS") E-Verify System, accessible at <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees. Contractor shall obtain affidavits from any and all subcontractors in accordance with paragraph 2(b) of section 448.095, Florida Statutes, and maintain copies of such affidavits for the duration of this Agreement. By entering into this Agreement, Contractor certifies and ensures that it utilizes and will continue to utilize the DHS E-Verify System for the duration of this Agreement and any subsequent renewals of same. Contractor understands that failure to comply with the requirements of this section shall result in the termination of this Agreement and Contractor may lose the ability to be awarded a public contract for a minimum of one (1) year after the date on which the Agreement was terminated. Contractor shall provide a copy of its DHS Memorandum of Understanding upon City's request. Please visit www.e-verify.gov for more information regarding the E-Verify System.
- 41. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

42. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
43. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
44. **INDEMNITY.** Contractor shall indemnify, defend, and hold harmless City and its elected officials, employees and volunteers and the State of Florida Department of Transportation (the "Department"), including the Department's officers, agents, and employees against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful acts of Contractor, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Contractor.
45. **NO WAIVER OF SOVEREIGN IMMUNITY.** The foregoing indemnification shall not constitute a waiver of the Department's or City's sovereign immunity beyond the limits set forth in section 768.28, Florida Statutes. Nor shall the same be construed to constitute agreement by Contractor to indemnify City for the negligent acts or omissions of City, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by Contractor to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.
46. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

Natural Structures, Inc.
Attention: Scott R. Swanson
P.O. Box 270
Baker City, Oregon 97814
Phone: 800-252-8475
E-mail: scott@naturalstructures.com

If to City of Ocala:

Daphne M. Robinson, Esq., Contracting Officer
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-629-8343
E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
City of Ocala
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Phone: 352-401-3972
E-mail: wsexton@ocalafl.org

47. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
48. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
49. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the state of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the state of Florida.
50. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
51. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

52. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
53. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
54. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
55. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
56. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
57. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
58. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
59. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURE PAGE TO FOLLOW.]

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

Angel B. Jacobs
City Clerk

James P. Hilty, Sr.
City Council President

Approved as to form and legality:

NATURAL STRUCTURES, INC.

William E. Sexton, Esq.
City Attorney

(Signature)

By: _____
(Printed Name)

Title: _____
(Title of Authorized Signatory)

BACKGROUND

1. The City of Ocala requires the services of an experienced Vendor/Contractor to replace the swimming pool slide and staircase at the City's Jervey Gantt Aquatic Center ("Jervey Gantt") and Hampton Aquatic Center ("Hampton"). The Contractor will provide all labor and equipment to complete this project.
2. The existing Jervey Gantt and Hampton slide staircase have 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. The Contractor must be able to install a commercial swimming pool slide and staircase designed to withstand an aquatic environment.

PERMIT REQUIREMENTS

1. **Permits Required:** The contractor will be responsible for obtaining a set of engineered plans and 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.ocalafl.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 September 1, 2023, and September 30, 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 four (4) 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 **\$100** 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 **\$150** 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

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

1. **Anticipated Tasks:** The Contractor may be required to perform the following types of services for the City of Ocala. This list is not an attempt to exclusively define those specific activities the Contractor will perform.
Design a replacement swimming pool slide staircase and platform structure that sits within the general footprint of the current Jervey and Hampton swimming pool slide staircases and platform structures. The design should, if possible, utilize the existing Jervey and Hampton swimming pool slide water supplies.
 - The new swimming pool slide staircase and platform structure must be constructed from stainless steel and suitable materials designed 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.

Demolition

The existing swimming pool slide staircase, fiberglass slide, and platform structures (steel tower) will be removed by the City of Ocala.

Site/Civil

- Design/construction of the new swimming pool slide structures shall be compliant with Florida Building Code, latest edition, and all regulations governing swimming pool slide structures.

Structural

The new swimming pool slide structures should, at minimum, exceed the performance of the current design and user experience. The design shall include dual flume fiberglass slides with a minimum opening of 30".

Qualifications. To aid in the evaluation of proposals, the bidder shall include the following information with their respective proposal: • Statement of project understanding.

- Brief history of firm & technical expertise.
- Design Team Resumes
- Minimum of three (3) references shall be provided from clients for whom the bidder has provided similar work.

Delivery

- Deliver (or have delivered) the replacement swimming pool slide staircase and platform structure to the job site.

Installation

- Install the replacement swimming pool slide staircase and platform structures in accordance with the manufacturer's specifications, Florida Building Code, latest edition, 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).
2. **Deliverables:** The Contractor shall provide weekly reports of work in progress. Deliverables shall be accepted by the City of Ocala Project Manager before payment for such work.
 3. **Working Hours:** The normal/standard working hours for this project are 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.
 4. **Emergency Work Hours:** The Contractor must have available staff on-site and prepared to begin work within two (2) hours notification of any work deemed "Emergency" (this includes all storm-related emergencies). If the work is not completed or staff 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. Plan Set for the project is attached as an exhibit. 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 replacement swimming pool slide staircase and platform structures 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 replacement swimming pool slide staircase and platform structures 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 to City 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 display 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 performed 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 shall 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:** Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
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 Jervy Gantt Aquatic Center, 2390 SE 36th Ave, Ocala, FL 34471, and Hampton Aquatic Center 255 NW 16th Ave, Ocala, FL 34475. 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 submittals as required by City of Ocala Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure.
- 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.

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: Christina Guy, Fleet and Facilities Management, Building 200 1805 NE 30th Ave Ocala, FL 34470. Email: cguy@ocalafl.gov.
- 2. Contractor shall invoice at least once a month.



Exhibit B - Contractor Quote

CONTRACT# REC/230529

9412 32.DX Water Slide

Budgetary Quotation/Order Form

QUOTE#
104.099.0723Bill To: **City of Ocala**
1805 NE 30th Avenue
Ocala, FL 34470Contact: John King
Phone: (352)351-6648
Fax: (352)351-6722
E mail: JKing@ocalafl.govQUOTE VALID FOR **30 DAYS** FROM DATEDate: **12-Jul-23**Project: Slide Replacement
Ship To: 1805 NE 30th Avenue
Ocala, FL 34470Site Contact: John King
Site Phone: (352)351-6648
Customer PO# ?Current Estimated Ship Date: **8 to 10 Weeks From Approved Submittal**Required Delivery Date: **ASAP!**

Qty	Catalog #	Description	Price Each	Price Total
2	9412-32RH88-4R61-0736E00 OR 9412-32LH88-4R13-0736E00	Deluxe Series, Double 32" ID Enclosed Fiberglass Flume Water Slide with Powder Coat Finish on All Steel	\$96,685.00	\$193,370.00
INCLUDED FEATURES				
	*	Center Line Slide Flume Runs #1 43'-9" Flume #2 33'-9"		
	*	Total Flume Run of Flume #1 49'- 11" Flume #2 37'- 9"		
	*	Deck Platform Height of 9'- 11"		
	*	Slide Entrance Height of 10'- 5"		
	*	Four Post Tower with a 8' x 8' Deck Platform		
	*	32" ID Fiberglass Flume Sections (Standard Colors)		
	*	Vertical Slide Entrance Panels with Grab Bars (Standard Colors)		
	*	Stairs with 7" Enclosed Risers, 11" Run, 36" Width and One Landing		
	*	42" Tall Stair Handrails, Landing and Deck Platform Walls with Vertical Pickets Spaced 4" on Center or Less		
	*	Embossed Aluminum Construction Stairs and Deck Platform with Textured Aqua-Plast Thermal Plastic Coating, Non-Puddling, Non-Slip Design (Standard Colors)		
	*	Powder Coat Stainless Steel Supports and Tower Structures (Standard Colors) <i>(Excludes Four Mild Steel 6" x 6" Main Tower Posts)</i>		
	*	Aqua-Kote Two-Stage Powder Coat Finish on <u>Four Mild Steel 6"x 6" Main Tower Post.</u> (Includes Epoxy Undercoat, TGIC Polyester Topcoat) (Standard Colors)		
	*	Stainless Steel Base Plates on All Posts		
	*	Bonding Lugs (Grounding) on All Post Base Plates		
	*	Polyethylene Escutcheon Covers for Support Posts Base Plates where Applicable (Standard Colors)		
	*	Neoprene Flume Seam Gaskets		
	*	304 Stainless Steel Hardware		
	*	304 Stainless Steel Epoxy Set Anchors		
	Upgraded>	Two Oversized 63 GPM PAJ2-0131.0132 Water Injectors		
	*	3 Days of on Site Technical Supervision to Guide Your Crew Through the Slide Assembly Process (Subject to Natural Structures Terms and Conditions)		
	*	Submittal Drawings, 11" x 17" PDF <i>(Current Estimated Lead Time is 4 to 6 Weeks)</i>		
ADD OPTIONS				
1	Engineering	State of "Florida" Licensed Engineers Sealed & Signed Drawings with Calculations <i>(5 Copies, 11" x 17" Printed Format) NOTE: Single Engineering Fee is for Two Identical Slides Only.</i>	\$1,400.00	\$1,400.00
2	Hardware	Upgrade all Hardware to 316 Stainless Steel	\$2,256.00	\$4,512.00
2	Gate 301-110	Deluxe Series Locking Gate for 36" Stair Entrance with Latch Posts	\$1,623.00	\$3,246.00
2	Material Upgrade	Hot Dip Galvanized and Powder Coat <u>Four Mild Steel 6" x 6" Main Tower Posts.</u> <i>(Note That; Galvanizing Can Possibly Add Two Weeks to Lead Time)</i>	\$1,176.00	\$2,352.00
2	Modified Canopy with Installation	12' x 12' Gable Roof Canopy, 3/12 Roof Pitch, 24 Gauge Standing Seam Roofing, 30 LB Snow Load, <u>MODIFIED with a 100 MPH Class C Wind Load.</u> Hot Dipped Galvanized and Powder Coated Frame. With Factory Installation at Time of Slide Installation. <i>Subject to the Slide Installation Terms as Listed Below (Typically Requires Crane Access)</i>	\$20,567.00	\$41,134.00
1	Two Slide Installation Combined	<i>Two Slide Combined Installation at Two Separate Locations Within City Limits to be Completed in One Trip to Combined Job Sites.</i> Natural Structures Factory Installation at a NON Prevailing Wage Rate: Subject to Natural Structures Terms and Conditions. (Excludes: Delivery Off Loading, Site Staging, Canopy, Pump Package, Excavation, Concrete Work, Concrete Slabs, Concrete Footings, Electrical Service and Bonding, Plumbing and or Water Source Installation, Inspections, Testing, and Permits) <i>(Note that; Installation Typically Requires Site Access for Required Heavy Equipment)</i>	\$33,537.00	\$33,537.00
1	Photo Credit	Deduct \$1,000.00 For High Resolution Digital Photos of Each 9412-32 Slide in Use	\$1,000.00	-\$1,000.00
	NOTE>	The 9412-32 Slide requires 40 - 60 GPM for each flume. The 9412-32 Slide requires 4" or better reinforced concrete for surface mount installation and does not require footings. The 9412-32 Slide requires 3' of water depth when the slide exits are within 6" of pool water level. Check Local Pool code for exit height requirements.		
NOTE THAT ALL LEAD TIMES ARE ESTIMATED AT TIME OF QUOTE AND SUBJECT TO CHANGE				
This Quote Excludes: Delivery Off Loading, Site Staging, Concrete Work, Concrete Slabs, Concrete Footings, Electrical, Plumbing, Installation, Inspections, Testing, Permits - Local or Provincial and Brokerage Fees				
PLEASE NOTE THAT: Unless Proper Tax Exempt Paper Work is provided at time of order, and or stated in a Contract: Tax rate shown is calculated on product total, engineering, installation, and or any other services rendered to the Delivery Address Zip Code. Unless otherwise excluded by State Tax Code. Due to the lead time of manufacturing process the Final Tax amount will be Calculated at the Time of Shipment. All Products are Shipped Unassembled unless Otherwise Specified. Natural Structures is <u>not</u> responsible for Obtaining State and Local Permits. <u>Delivery Off Loading</u> and <u>Site Staging</u> is by Others, a <u>Forklift is Recommended.</u>				
NOTE: <u>ALL FINAL TERMS ARE TO BE BASED ON CLIENTS CREDIT REVIEW AND SUBJECT TO CHANGE.</u>				
TERMS	VISA/MasterCard Accepted		USD Sub-Total: \$278,551.00	
	We do NOT accept American Express		Tax is to be calculated on product, freight and installation.	
\$101,091.00	1/3 Deposit On Approved Credit.		7.0000000000000001% Tax: EXEMPT	
	<i>(Balance Due 30 Days Net From Date of Shipment)</i>		Requires Tax Exemption Certificate for Tax Exemption	
Applicable	Net 30 to Government Agencies with Formal P.O.		Freight With Canopy Option: \$24,722.00	
			"Freight on Board"	
\$8,356.53	3% Cash with Order Discount on Sub-Total with Payment in Full at Time of Order.		Delivered to "34470" USD Total: \$303,273.00	
Sales Person: <u>Scott R. Swanson</u> Sales & Marketing Manager				
Authorized Signature: _____ Client				
Date: _____ Phone: _____				
NATURAL STRUCTURES PO Box 270, Baker City, OR 97814 PH: 800-252-8475 Fax: 541-523-5052 Email: scott@naturalstructures.com www.naturalstructures.com				
REV.07.11.23.S.S.				

REV.07.11.23.S.S.

NATURAL STRUCTURES SPECIFICATIONS

FIBERGLASS WATERSLIDES 32" CLOSED, 36" OPEN, 42" OPEN FLUMES INCLUDES TOWER, DROP, SPEED, & HILLSIDE APPLICATIONS UP TO 32' HIGH SLIDES ARE DESIGNED FOR COMMERCIAL USE IN PUBLIC AREAS

Natural Structures Water Slides meet or exceeds:

The Code of Federal Regulations, Commercial Practices, Chapter 16: Part 1207, as produced by the Consumer Product Safety Act Regulations in Washington, DC 20207

The Federal Register, Consumer Product Safety Commission, Part II, Swimming Pool Slides, January 19, 1976.

"World Water Park Association Considerations for Operating Safety", published by the World Water Park Association, 7474 Village Drive, Prairie Village, KS 66208

"Suggested Health & Safety Guidelines for Recreational Water Slide Flumes" US Dept. of Health & Human Services, Public Health Services, Center for Disease Control

- A. **Deluxe Series:** The following is powder-coated stainless steel: Tower guardrail, stair handrail, flume plates, flume front leg supports, short vertical flume support that connects to the tower arm, platform angle bracing, tower and flume post base plates.

The 6"x 6" tower posts and 1/4" x 14" round flume post are mild steel. All stainless steel is type 304. Flat bar is A240. Pipe is grade A312. Tubing is grade A778 or A554. Finish is listed below.

- B. **North Star Series:** All posts, walls, guardrails, flume plates, and flume leg supports are mild steel. The tower & flume post base plates are stainless steel. Finish is listed below. Flat bar steel grade A36. Pipe is steel grade A53 or A120. Tubing is grade A500.

C. GENERAL SPECIFICATIONS

1. **POSTS:** Tower posts are 3/16" x 6" x 6" square steel with welded tabs and end caps. Flume posts are 1/4" wall by 14" round steel with welded flume support tabs. Single & double flume support posts vary due to slide width & terrain. The base plates are 3/8" x 10" x 10", 1/2" x 11 1/2" x 11 1/2" square and 3/8" x 20 1/2" OD round stainless steel.
Hillside posts will vary from the 14" on center post listed above to independent supports for a single seam. These supports will be 2 3/8" - 4 1/2" OD pipe.
2. **SLIDE FLUME:**
 - A. Gel-Coat: The gel coat is UV stabilized inside and out. It is a high quality isophatic polyester. The interior surface is 20-24 mils thick. The exterior is 20 mils thick. The gel coat adheres to the following specifications: ASTM D-638-80; ASTM 2538-75.
 - B. Resin: The resin is Thixotropic promoted low profile polyester resin. The resin adheres to the following specifications: ASTM D-638-80; ASTM D-790-80 and ASTM D-696-80.
 - C. Structure: The slide flume is 1/4" thick or greater with a minimum weight of 32 oz per square foot. The flanges are "L" type and 1/4" thick or greater with a 4" length extended from the slide path. The slide curves have a one piece continuous molded extension on the outside curves.
3. **SLIDE SUPPORTS:**

SUPPORT ARM from flume post is 4" x 4" x 1/8" Square tube or larger as required by engineer with a 2 x 2 x 3/16 angles. Brace with 4 1/2" OD Pipe for low profile styles. They are secured with two 3/4" stainless steel hex bolts for flumes up to 36" wide.

FLUME SUPPORT SADDLE is 3/16" thick x 18" long curved plate secured with 3/8" stainless steel bolts, flat washers, lock nut on a 5" or less spacing. It is secured to the support arm with 3/4" stainless steel bolts for flumes up to 36" wide.

Exhibit C - Pool Slide Specifications CONTRACT# REC/230529

4. **HARDWARE FASTENERS:** for flume seams are 3/8" x 1 3/4" and 2" #304 stainless steel hex bolt, washer and lock nuts. Anchor bolts are 1/2" x 3 3/4" concrete wedge anchor, or 5/8" and up to 1 1/2" stainless steel epoxy anchor bolts with various lengths as required by the engineer. Each plan will show bolt specifications. All tower and stair hardware is stainless steel except where structural integrity requires a galvanized bolt, washer, and lock nut (stainless steel A304). All 3/8" stainless steel bolts have a minimum yield of 30,000 psi and a tensile strength of 90,000 psi. Note: for pools with tile or other non-structural top surfaces, call Natural Structures.
5. **STAIRS (7/11)** are manufactured from .100 5052-H32 aluminum sheet. Stair side angles are 1/4" x 1 11/16" x 6 11/16" 6061 aluminum angle. Stairs are factory assembled in a single piece and ready for handrails. The stairs have 42" guardrails. The guardrails are 1.31 " O.D. steel pipe with 5/8" O.D. 16-gauge uprights for the Deluxe & North Star Series and 5/8" solid bar for hot dipped galvanized applications. Stair and tower rungs are spaced for a 4" or less opening. Stairs are textured for safety. Risers are enclosed. Ends are slotted for drainage with additional drain holes in the center of stairway. The 7/11 stairs are 7" rise, 11" tread, and 36" wide. Also available 48", & 60" wide.
6. **VERTICAL STEEL RAILINGS** are 5/8" O.D. 16-gauge uprights welded to 1 5/8" OD x .093" wall. Rungs are spaced for a 4" or less opening. Railings are 42" high for the landings. Towers 19' 0" and above have 54" high platform guardrails. A tower covering may be necessary on high towers, and would be priced accordingly.
7. **DECKS** are 6' x 6', 8' x 8', 8' x 16', 12' x 16', 12' x 20', and other sizes as required. Deck size will vary on the multi-flume slide platforms. The deck (walking surface) is slip resistant and fabricated of 1/8" 5052-H32 aluminum plate formed into planks 10 5/8" wide x 3" tall. Planks are textured for slip resistance and safety. The planks are secured to a 5 x 3/16 "Z" member angle steel frame. Note: larger decks will use 5 x 1/4 or 6 x 1/4 "Z" members. Angles sizes may increase with larger decks, such as multi flume applications.
8. **FINISH:**
Deluxe Series: All stainless steel components are polyester powder coated 3 -5 mils for color coordination. Tower posts, flume posts, and flume support arms are powder coated over a chemical resistant Aqua-Kote* under coating for a total coating thickness of approximately 8 mils thick.
North Star Series: Mild steel components are polyester powder coating over a chemical resistant Aqua-Kote for a total coating of approximately 8 mils thick. **OPTION #1:** Hot dipped galvanized mild steel. **OPTION #2:** Hot dipped galvanized with polyester powder coat.
9. **Walking Surfaces:** All walking surfaces are 5052-H32 aluminum. This consists of stairs treads, landing treads, & tower treads. They are textured and Aqua-Plast coated which is a copolymer base thermoplastic coating designed for maximum mechanical performance, impact resistance and ultra violet (UV) stability. This is a non-skid protective coating.
10. **WATER RECOMMENDATION:** Depending on the model, recommended water flow will range from 150 to 1200 gallons per minute. Refer to the water specifications for each individual slide.
11. **FOOTINGS:** Requirements vary with each model and are determined by the tower height, flume height, slide configuration, soil compaction and wind load. Anchor bolts are 1/2" x 3 3/4" concrete wedge anchors or 5/8" and up to 1 1/2" stainless steel rod with varying lengths as required by the engineer. Epoxy is Simpson "Set" 22.

NOTE: *Aqua-Kote is a one-part, heat curable, thermosetting epoxy coating designed for corrosion protection of steel in harsh chemical and seawater environments. Polyester powder coating is applied over the Aqua-Kote for color coordination and ultra-violet protection.

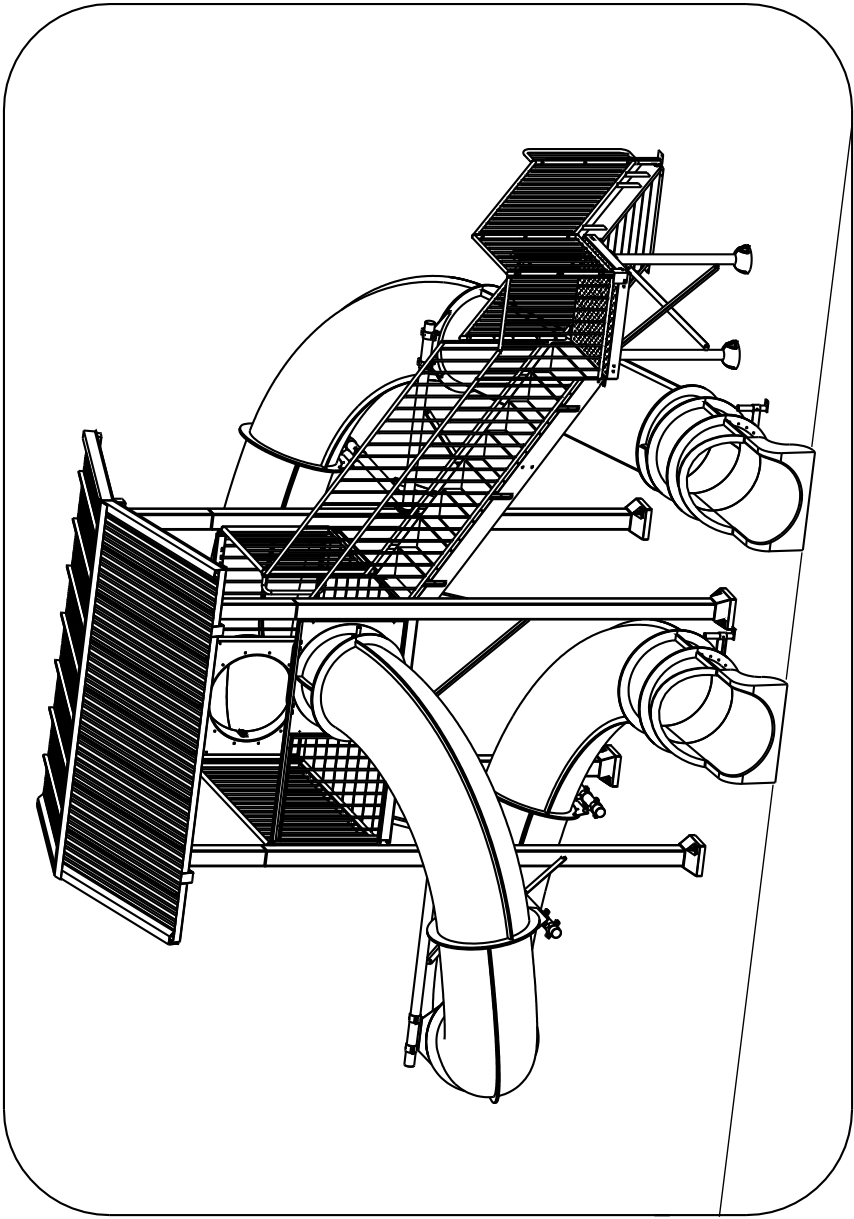
Natural Structures

PO Box 270, Baker City, OR 97814

(541) 523-0224 Fax: (541) 523-0231

E-mail: info@naturalstructures.com www.naturalstructures.com

Rev. 9/26/2011 12/11/2019

 MODEL: 9412-32RH88-4R61-0736E00 SLIDE PLATFORM HEIGHT: 9' - 11" SPASH DOWN DIMENSIONS: 20' - 0" BY 20' - 0" MIN. WATER DEPTH REQUIRED: 3' - 0" SPACE REQUIREMENTS: 25' - 5" BY 19' - 10" STAIR CONFIGURATION: 7" RISE / 11" RUN (7 & 8 STEP) 36" WIDE (90° LANDING @ 56") FLUME MODEL 1625-32 10' - 5" 2-1/8" 41' - 9" 49' - 11" 24.51% 32" ID CLOSED FIBERGLASS 40-60 FLUME MODEL 9400-32 10' - 5" 2-9/16" 33' - 9" 37' - 9" 30.21% 32" ID CLOSED FIBERGLASS 40-60 MODEL 9412 WATER SLIDE SPECIFICATIONS DRAWN BY: TB REVIEWED BY: DATE: 07/13/2022 ANSI SHEET SIZE B REVISION / DATE PAGE SCALE NTS PAGE 1 © 2008 Natural Structures		MINIMUM DESIGN CRITERIA: UNIFORM DECK LOAD: 100 PSF RIDER POINT LOAD 250 LBS WIND LOAD: 90 MPH MINIMUM SOIL BEARING STRENGTH: 1500 PSF MINIMUM CONCRETE STRENGTH: 2500 PSI SLIDE SPECIFICATIONS: FLUME SIZE: 32" ID CLOSED FIBERGLASS (BOTH FLUMES) FLUME SUPPORT ARMS: BY LOCATION 3-1/2" OD STAINLESS STEEL PIPE BOTTOM SUPPORT LEGS: BY LOCATION 1-1/2" ID SCH 40 STAINLESS STEEL PIPE ALL BASE PLATES ARE 304 STAINLESS STEEL WATER CONNECTION: 1-1/2" INJECTOR (EACH FLUME) POWDER COAT SPECIFICATIONS STANDARDS: FLEXIBILITY (ASTM D-1735) IMPACT (ASTM D-2794) ADHESION (ASTM D-3359) HARDNESS (ASTM D-3363) OVERBAKE RESISTANCE (ASTM D-2454) WEATHERABILITY (ASTM D-822) TOWER SPECIFICATIONS: TOWER POST: 6 X 6 X 3/16" SQ MILD STEEL TUBE WALLS: 42" MINIMUM HEIGHT WALL RUNGS: 5/8 OD X .065 SS ORNAMENTAL TUBING DECKING: 1/8 THICK OPEN C SECTION ALUMINUM BASE PLATES: 10 X 10 X 1/2 STAINLESS STEEL PLATE STAIR SPECIFICATIONS: GUARD RAILS: 42" MINIMUM HEIGHT RUNGS: 5/8 OD X .065 SS ORNAMENTAL TUBING STEPS: 1/8 THICK FORMED 5052-H32 ALUMINUM STAR STRINGER: 6061-T6 EXTRUDED ALUMINUM "L" HARDWARE SPECIFICATIONS: ALL HARDWARE IS 304 STAINLESS STEEL TOWER POST ANCHORS BOLTS: 3/8" X 4-1/2" STAINLESS STEEL ALL-THREAD FINISH SPECIFICATIONS: ALL MILD STEEL IS HOT-DIPPED GALVANIZED. ALL METAL IS ELECTROSTATICALLY COATED WITH A POLYESTER POWDER COAT TO 6-8 MILLS. ANY SCRATCHES OR DAMAGED PAINT TO BE TOUCHED UP AFTER FINAL ASSEMBLY. MANUFACTURING SPECIFICATIONS STANDARDS: ALL OF THE WELDING CONFORMS TO AWS-D1.1 & D1.2 CODE. CANOPY SPECIFICATIONS: ROOFING: 24 GA 18" NOM STANDING SEAM ALL MILD STEEL HOT DIPPED GALVANIZED MATERIAL SPECIFICATIONS: ALL STEEL TUBING CONFORM TO (A 500 GRADE B) STRUCTURAL TUBING. ALL STAINLESS STEEL IS 304 FIBERGLASS IS 1/4" MINIMUM THICKNESS WALL AND SINGLE GEL COAT EPOXY: SIMPSON AT-XP HIGH-STRENGTH EPOXY ICC-ES AC308 ALL-THREAD ANCHORS: 3/4 TYPE STAINLESS STEEL MEETS ASTM A320 ANTI-SEIZE IS REQUIRED ON STAINLESS STEEL HARDWARE (NOT PROVIDED BY NATURAL STRUCTURES, UNLESS PURCHASING A TOOL KIT.) ACCEPTED ACCEPTED WITH COMMENTS REVISE AND RESUBMIT REJECTED SIGNATURE DATE	SPECIFICATIONS FOR PREFABRICATED WATER SLIDE 1	
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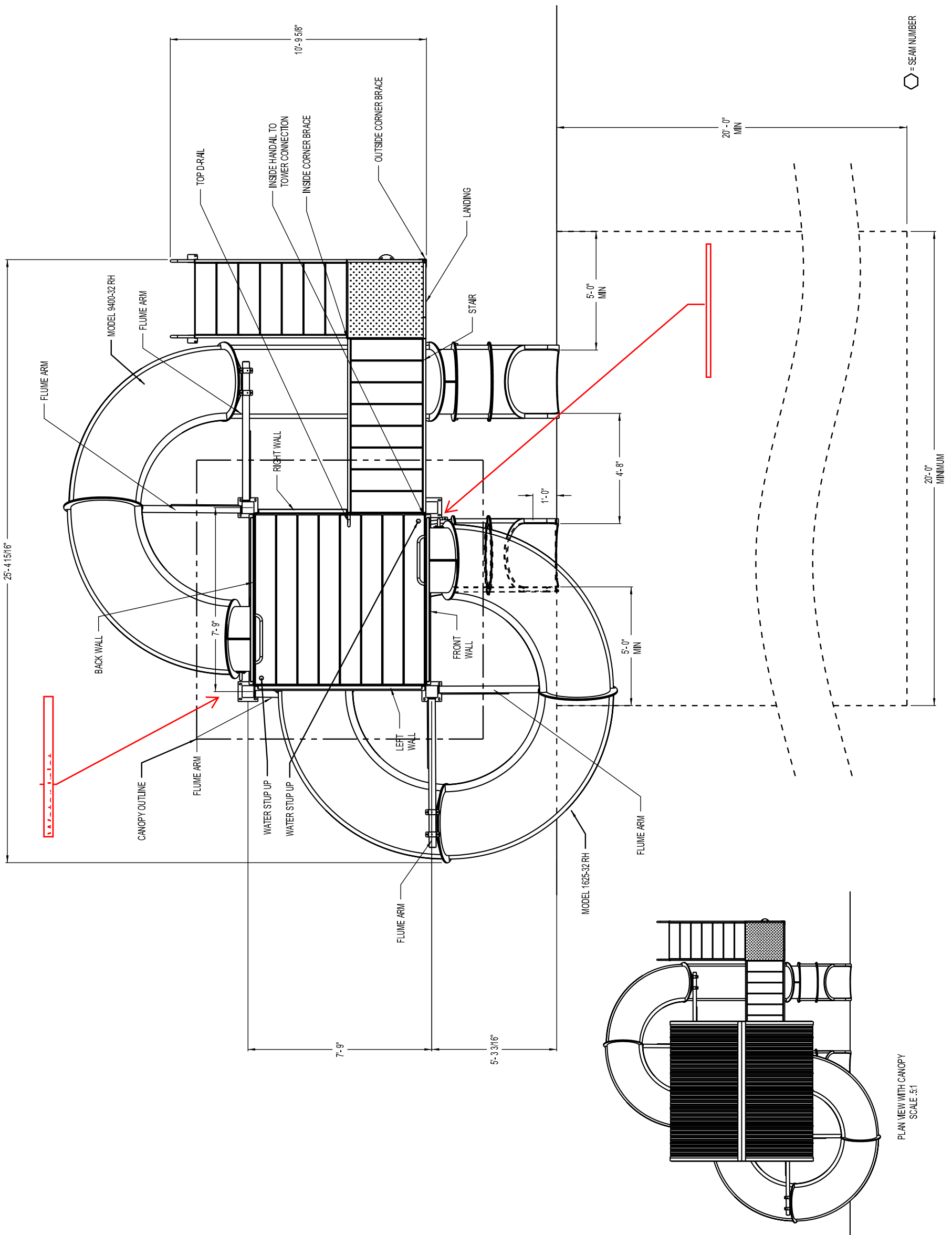
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PLAN VIEW

9412-32RH88-4R61-0736E00

Natural Structures

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Baker City, OR 97814
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Fax (541) 523-0231



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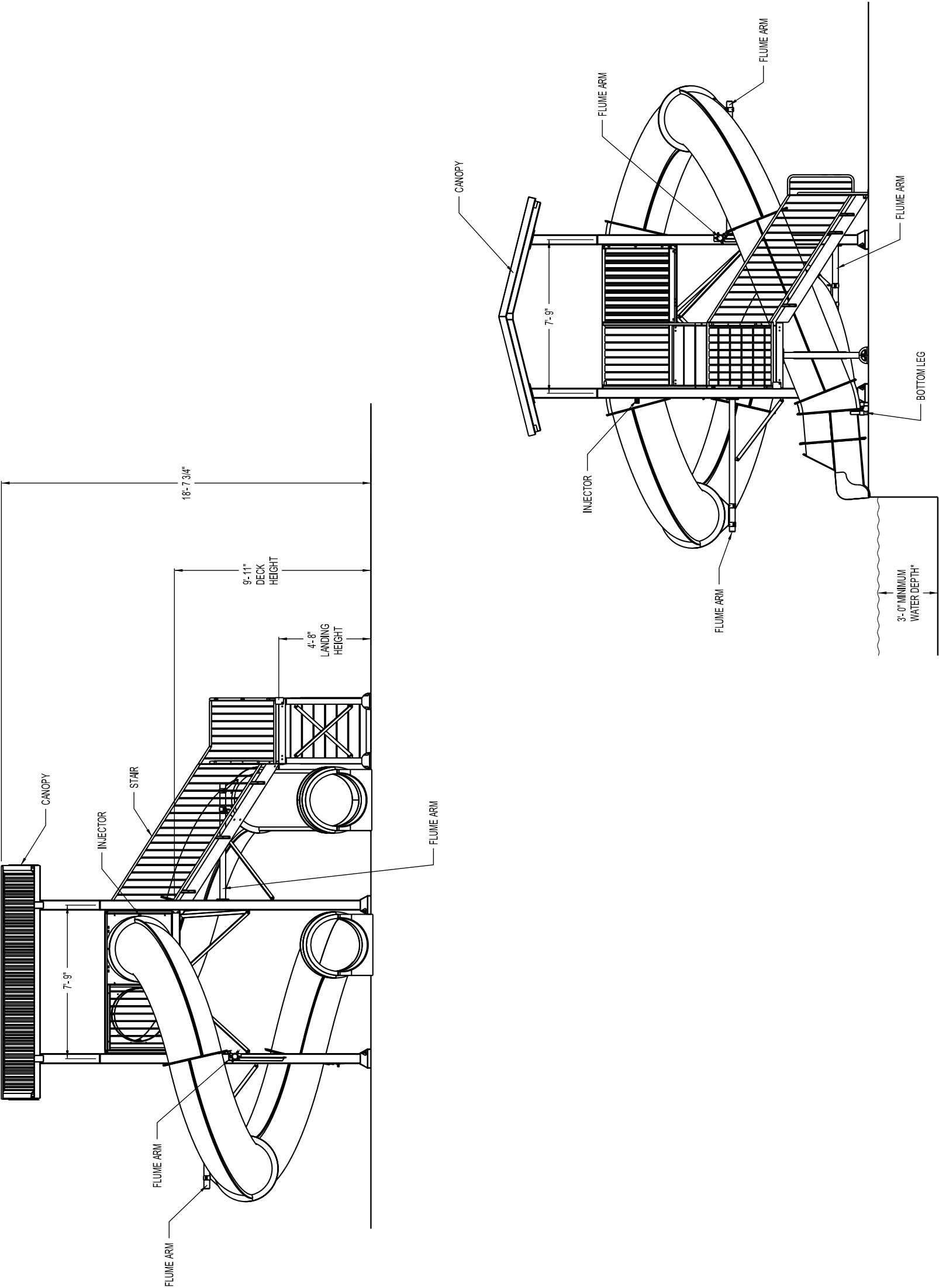
ELEVATION VIEW
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*SEE NOTE