

Performance Bond # L259956-2149

OWNER:

City of Pinellas Park, FL
5141 78th Avenue North
Pinellas Park, FL 33781
727.369.7700

PRINCIPAL:

Ferris Pools Inc.
5943 5th Avenue South
St Petersburg, FL 33707
727.430.1252

SURETY:

Name: Lexington National Insurance Company

Address: P.O. Box 6098

Lutherville, MD 21094

Phone Number: 410-625-0800

Bid 22/010 – Skyview Pool Complex Swimming Pools Maintenance and Repairs

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **Fifteen Thousand Dollars (\$15,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

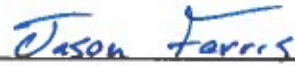
Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Principal: Ferris Pools, Inc.

BY 

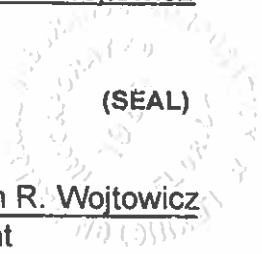
(SEAL) 


(PRINT OR TYPE SIGNATURE)

Surety: Lexington National Insurance Company

BY  Kevin R. Wojtowicz
Attorney-in-Fact

 Kevin R. Wojtowicz
Florida Licensed Agent

(SEAL) 

Dated this 13th day of March, 2023.

THE BOND MUST BE ATTACHED TO THIS FORM

POWER OF ATTORNEY Lexington National Insurance Corporation

Lexington National Insurance Corporation, a corporation duly organized under the laws of the State of Florida and having its principal administrative office in Baltimore County, Maryland, does hereby make, constitute and appoint:

**Charles Nielson, Edward Ward, Kevin R. Wojtowicz, Shawn Burton, Jarrett Merlucci,
David Hoover, Michael Megahan, Brett Rosenhaus, Jessica P. Reno, Laura Mosholder**

as its true and lawful attorney-in-fact, each in their separate capacity, with full power and authority to execute, acknowledge, seal and deliver on its behalf as surety any bond or undertaking of \$6,000,000 or less. This Power of Attorney is void if used for any bond over that amount.

This Power of Attorney is granted under and by authority of the following resolutions adopted by the Board of Directors of the Company on February 15, 2018:

Be it Resolved, that the President or any Vice-President shall be and is hereby vested with full power and authority to appoint suitable persons as Attorney-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on the behalf of the Company, to execute, acknowledge and deliver any and all bonds, contracts, or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any all notices and documents cancelling or terminating the Company's liability thereunder and any such instruments so executed by any Attorney-in Fact shall be binding upon the Company as if signed by the President and sealed by the Corporate Secretary.

RESOLVED further, that the signature of the President or any Vice-President of LEXINGTON NATIONAL INSURANCE CORPORATION may be affixed by facsimile to any power of attorney, and the signature of the Secretary or any Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of such power, or any such power or certificate bearing such facsimile signature or seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed with respect to any bond to which it is attached continue to be valid and binding upon the Company.

IN WITNESS WHEREOF, the Company have caused this instrument to be signed and their corporate seal to be hereto affixed.



Ronald A. Frank, President



State of Maryland
County of Harford County, SS:

Before me, a notary public, personally appeared, Ronald A. Frank, President of Lexington National Insurance Corporation, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under the PENALTY of PERJURY under the laws of the State of Maryland that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

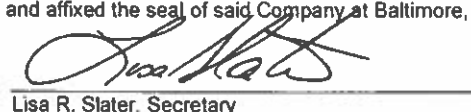
Commission Expires: 05/23/24


Notary

I, Lisa R. Slater, Secretary of Lexington National Insurance Corporation, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said company, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Baltimore, Maryland this 3rd day of May, 2022.

Corporate Seal:


Lisa R. Slater, Secretary

Attached to bond signed this 13th day of March, 2023

CITY OF



PINELLAS PARK

• SIMPLY CENTERED •

Bid 22/010 Contract
Skyview Pool Complex
Swimming Pools Maintenance and Repairs

Ferris Pools Inc.
5943 5th Avenue South
St Petersburg, FL 33707
FerrisPools@Gmail.com
727.430.1252

I-CPC1457074

*Ferris, Jason
5943 5th Ave S
St Petersburg, FL 33707*



**PINELLAS COUNTY CONSTRUCTION
LICENSING BOARD**

**THIS CERTIFIES THAT Jason Ferris
DBA Ferris Pools Inc**

**STATE CERT # I-CPC1457074
HAS FILED HIS/HER LICENSE AND PROOF OF REQUIRED
LIABILITY AND WORKERS' COMPENSATION
INSURANCE WITH THIS BOARD.**

**IN GOOD STANDING UNTIL September 30, 2023
DATE OF ISSUANCE 09/14/2022**

*** Please cut out license along lines**



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE SERVICE POOL/SPA CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FERRIS, JASON

FERRIS POOLS INC
5943 5TH AVE S
ST. PETERSBURG FL 33707

LICENSE NUMBER: CPC1457074

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
FERRIS POOLS INC.

Filing Information

Document Number P04000164107
FEI/EIN Number 20-1996682
Date Filed 12/01/2004
State FL
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 12/25/2020

Principal Address

5943 5th ave S
St Petersburg, FL 33707

Changed: 01/07/2019

Mailing Address

5943 5th ave S
St Petersburg, FL 33707

Changed: 01/07/2019

Registered Agent Name & Address

FERRIS, JASON
5943 5th ave S
St Petersburg, FL 33707

Name Changed: 12/25/2020

Address Changed: 01/07/2019

Officer/Director Detail

Name & Address

Title PT

Ferris, Jason



NOTICE OF BID 22/010

SKYVIEW POOL COMPLEX SWIMMING POOLS MAINTENANCE AND REPAIRS

The City of Pinellas Park is accepting sealed bids from Florida licensed contractors to furnish all labor, materials, equipment, and services for Bid 22/010 – Skyview Pool Complex Swimming Pools Maintenance and Repairs until **10:00 A.M. EST on Thursday, 16 February 2023.**

This is a five (5) year contract with an approximate annual budget of \$15,000.00

Address any/all questions regarding this project to Purchasing@Pinellas-Park.com no later than **10:00 A.M. EST on Thursday, 9 February 2023.**

All bidders must submit one **(1)** unbound original and three **(3)** copies of your bid form and any/all attachments as requested in this bid package. Submit bid packages to the Purchasing Division at 8000 60th St. N., Pinellas Park, FL 33781 **no later than** 10:00 A.M. EST on Thursday, 16 February 2023. Sealed bids should be marked "**Bid 22/010 – Skyview Pool Complex Swimming Pools Maintenance and Repairs Services**"

Any bids received after the specified time and date will not be considered, unsealed bids will not be accepted. The City of Pinellas Park is not responsible for the United States Mail, private couriers, or messengers concerning bid delivery by the specified time. Do not email/fax/etc. any bid.

Bids may be withdrawn prior to the date of opening, but no bid may be withdrawn for a period of 90 days after the date of the opening of bids.

The City of Pinellas Park reserves the right to utilize any applicable government contract(s) in lieu of or in addition to this bid. The City of Pinellas Park reserves the right to reject any or all bids, waive any irregularities in bids received, or make the award of bid towards what best serves the interest of the City.

All bidders are invited to attend the public bid opening, which will be held at the Purchasing Division, 8000 60th St. N., Pinellas Park, Florida 33781 at 10:00 A.M. EST on Thursday, 16 February 2023; however, no award of bid will be made at that time. A tabulation of all bids received must be prepared and presented to the City Manager and City Council for final approval prior to award of bid.

All submitted bids will be considered the property of the City of Pinellas Park.

Your action in submitting a bid is sincerely appreciated.

City of Pinellas Park
Purchasing Division
P.O. Box 1100
Pinellas Park, FL 33780
[Purchasing @Pinellas-Park.com](mailto:Purchasing@Pinellas-Park.com)
727.369.5712

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INFORMATION FOR BIDDERS

CONDITIONS OF WORK

Each bidder shall have read and be thoroughly familiar with the Bid Document(s), Specifications, and other Contract Documents. Failure to do so will not relieve the successful bidder of his obligation to furnish all supervision, labor, material, and equipment necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in his bid. No effort is made to emphasize any particular provision of the Contract, but bidders must familiarize themselves with every provision and its effect. The Owner/Designee makes no representations other than those stated or shown directly in the Contract Documents. In case there is any item in the Drawings, Specifications, or other Contract Documents which is not clear to the Bidder or which may, in his opinion, be impossible to comply with, the Bidder is urged to immediately notify the Owner/Designee. If it is considered necessary and time permits, an addendum will be forwarded to each holder of the Drawings and Specifications to clarify the question. However, notwithstanding the foregoing, bidders may not rely on verbal information furnished by any Designee or Employee of the City. All requests for information must be made in writing, addressed to "Owner's Purchasing Director" or his Designee.

The bidder, by and through the submission of his bid, agrees that he shall be held responsible for having theretofore examined the site, the location, and route of all proposed work and for having satisfied himself as to the character of the route, the location, surface and underground obstructions, and all other physical characteristics of the work in order that he may include in the prices which he bid, all costs pertaining to the work and thereby provide for the satisfactory completion thereof, including the removal, relocation, or replacement of any objects or obstructions which will be encountered in doing the proposed work.

QUALIFICATIONS OF BIDDERS

Bidders shall have received Bid Document(s) and specifications from the Purchasing Division. The Owner/Designee may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner/Designee any additional information and financial data for this purpose as the Owner/Designee may request. The data shall include a detailed and up-to-date list of plans and equipment the bidder proposes to use, indication of which portions he already possesses and a detailed description of the method and program of the work he proposes to follow. A pre-award inspection of the bidder's facility may be made prior to the award of the contract. Bids will only be considered from firms, which are regularly engaged in the business of providing the goods, and/or services as described in this bid. Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment, and organization to ensure that they can satisfactorily perform the services if awarded a contract under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the City of Pinellas Park, Florida.

The City may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a bidder, including past performance and experience with the City and any other governmental entity within the State of Florida in making the award in the best interest of the City.

The City may require bidders to show proof that they have been designated as an authorized representative of a manufacturer or supplier, which is the actual source of supply. In these instances, the City may also require material information from the source of supply regarding the quality, packaging, and characteristics of the products to be supplied to the City through the designated

representative. Any conflicts between this material information provided by the source of supply and the information contained in the bid may render the bid non-responsive.

The City may, during the period that the contract between the City and the successful bidder is in force, review the successful bidder's record of performance to ensure that the bidder is continuing to provide sufficient financial support, equipment, and organization. Irrespective of the bidder's performance on contracts awarded to it by the City, the City may place said contracts on probationary status and implement termination procedures if the City determines that the successful bidder no longer possesses the financial support, equipment and organization which would have been necessary during the bid evaluation in order to comply with this demonstration of competency section.

PREPARATION OF BIDS

Bids must be submitted upon the prescribed forms. All blank spaces must be filled in as noted, in ink or typed, in both words and figures, if applicable, with amounts extended and totaled; and no changes shall be made in the phraseology of the forms or in the items mentioned therein. In case of any discrepancy between the written amounts and the figures, the written amounts shall govern. Any bid may be deemed non-conforming which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for, or which does not contain prices set opposite to each of the several items in the bid form, or in which any of the prices are obviously unbalanced, or which shall in any manner fail to conform to the conditions of the published notice inviting bids.

The time of completion of the work performed under the contract will be the number of calendar days stated from the date of the Notice to Proceed. The bidder shall sign his bid in the blank space provided therefore. If the bid is made by a partnership or corporation, the name and addresses of the partners or officers must be entered on the form. If the bid is made by a partnership, it must be acknowledged by one of the partners; if made by a corporation, by one of the officers thereof.

RECEIPT AND OPENING OF BIDS

Sealed bids will be received as stated in the "Notice of Bid" and then publicly opened and read aloud. Bids shall be made on the forms enclosed and submitted in a sealed envelope addressed as indicated in the "Notice of Bid."

ANALYSIS OF BID PRICES

Before award of the Contract, if requested, any bidder shall furnish to the Owner an analysis of his bid prices.

CHANGES IN PROJECT SCOPE

The bidder is advised that the Owner/Designee reserves the right to delete or add to any item or items of the work, which, in his opinion, is in the best interest of the City. Assurance is granted that such change will not exceed twenty-five percent (25%) of the Contract award.

RIGHT TO ACCEPT AND REJECT BIDS

The Owner/Designee reserves the unqualified right, in the Owner/Designee's sole and absolute discretion, to reject any and all bids, which in the Owner/Designee's sole and absolute judgment will, under all circumstances, best serve the public interest. A bid may not be accepted from, nor any contract awarded to, any person or firm, which is in default or in arrears to the City of Pinellas Park upon any debt or contract or which is in default as a surety or otherwise in default upon any obligation to the City of Pinellas Park.

ACCEPTANCE OF BID AND AWARD OF CONTRACT

Within ninety (90) days after the opening bids, the Owner/Designee will accept one of the bids or will act in accord with the "Right to Accept and Reject Bids" paragraph of this Information for Bidders. The acceptance of the bid will be by notice in writing signed by the Owner/Designee and mailed to or delivered at the office designated in the bid.

SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed Contract, the successful bidder shall deliver to the Owner/Designee an executed bond in the amount of **one hundred percent (100%)** of the accepted bid as security for faithful performance of his Contract, and for payment of all persons performing labor or furnishing equipment, supplies or materials in connection therewith, and have as Surety thereon such company or companies approved by the Owner/Designee and authorized to transact business in the state where the work is located.

If the Contractor is a partnership, the bond shall be signed by each of the individuals who are partners; if a corporation, the bond shall be signed in the correct corporate name by a duly authorized officer, agent, or attorney-in-fact. There shall be executed an appropriate number of counterparts in the Contract. Each executed bond shall be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer, or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney or other certificate of authority of its agent, officer, or representative was issued.

Pursuant to Florida Statute 626, all Florida resident or Florida non-resident licensed agents must be licensed, appointed and approved by the Florida Department of Financial Services to transact business in Florida on behalf of the Surety Company. If the City determines that any/all bond(s) are not valid, the bidder will have Forty-Eight (48) hours to submit a valid bond(s) or certified check.

E-Verify

In compliance with Florida Statute Section 448.095, the bidder must be registered with and use the E-Verify System to verify work authorization status of all employees hired after January 1, 2021. Register at [E-Verify.gov](https://e-verify.gov). Include verification of registration with your bid.

Florida Division of Corporations (Sunbiz)

To conduct business in the State of Florida, bidders must be registered with the Florida Division of Corporations. Register at [MyFlorida.com/Sunbiz](https://myfloridacorporations.com/sunbiz). Include verification of registration with your bid.

Department of Business & Professional Regulation

Pursuant to Florida Statute 489.131, bidders must be registered with Florida DBPR. Register at [MyFloridaLicense.com/DBPR](https://myfloridalicense.com/dbpr). Include verification of registration with your bid.

SERVICES CONTRACT
GENERAL TERMS AND CONDITIONS
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DEFINITIONS AND TERMS

The terms used in these specifications are defined as follows:

Owner:	City Of Pinellas Park Pinellas County, Florida
Contractor:	The person, firm, or corporation with whom this Contract is executed by the Owner.
Designee:	The City Manager of the City of Pinellas Park or the person so designated in writing by the City Manager.
Subcontractor:	Any person, firm, or corporation other than the Contractor supplying material, equipment, supplies, or labor for work at the site of the project. Such person or firm has contractual relations with the Contractor, but not with the City.
Surety:	Any person, firm, or corporation that has executed the Contractor's performance bond securing the performance of this Contract.
Scope Of Service:	The detailed written description of the work.
Project:	The entire service to be performed as set forth in the contract documents.
Notices & Claims:	A notice is defined to be information rendered by either party to the other upon a condition becoming known, pursuant to the following requirements. All claims, requests, substitutions, changes, notices, delays, and any and all other forms of notices or claims by the contractor to the Designee must be in writing and promptly presented. If none is so made, it is irrefutably presumed not to have been given by the Contractor to the Designee.
Owner's Address For Notices:	City Of Pinellas Park Purchasing Division P.O. Box 1100 Pinellas Park, FL 33780

NOTICE TO PROCEED

When the Contract has been executed on the part of the Owner, it shall be forwarded to the Contractor together with notice from the Authorized City Designee to commence work. The Contractor shall begin the Service Contract within the ten (10) days after the date of such notice. The contract time shall begin ten (10) days after the date of the Notice to Proceed.

INTERPRETATION OF CONTRACT

In the event of an ambiguity or a conflict between or among any of the provisions of the Contract Documents, then the interpretation, services or provision which is most favorable to the Owner shall be deemed to have superseded and will take precedence over any other services, interpretation and/or the other provision or provisions in conflict therewith, and shall be binding upon the parties in the same manner as if there were no such ambiguity and/or conflicting provision(s).

PAYMENTS TO THE CONTRACTOR

The Contractor shall plan his work for services on a monthly and/or job/task basis, so long as the work is executed in compliance with the provisions of the Contract.

Any Pay Estimate signed by the contractor shall be his binding response. It is the Contractor's responsibility to submit one (1) original invoice and all completed worksheets directly to the Authorized City Designee.

The Designee will then review the invoice and make necessary revisions so that the estimate can receive his approval. If the Contractor and the Designee do not agree on the approximate estimate of the proportionate value of the work done for any monthly service and/ or job/task, the determination of the Designee shall be binding. The amount of said invoice shall be due and payable to the Contractor within twenty (20) days after presentation of the estimate to the Owner/Designee.

SCOPE OF THE CONTRACTOR'S SERVICE AND CHANGES

Compliance with Scope of Services

Unless otherwise stipulated, the Contractor shall provide and pay for all bonds, insurance, materials, labor, tools, equipment, fuel, electrical power, water, transportation, and other facilities necessary for the execution and completion of the work. The Contractor shall comply with all the terms of this Contract, including Scope of Services, any/all modifications, and any/all other Contract Documents, which shall be strictly followed by the Contractor unless they are modified in writing by the Owner or the Designee in accordance with these provisions.

Contractor shall perform such additional services as may be requested by the City from time to time at the hourly rate designated in the Contractor's bid. Additional services are those services over and above the basic services described in the Scope of Services.

Changes in the Work

The Owner or the Designee, without invalidating the contract, may order extra work or make changes by altering, adding to, or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract, except that any such claim for extensions of time caused hereby shall be adjusted at the time of ordering such changes.

In giving instructions, the Designee shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, **no extra work or change shall be made unless in pursuance of a written order by the Designee, and no claim for an addition to the Contract sum shall be valid unless so ordered.**

The value of any such extra work or change shall be determined in one or more of the following ways:

- a) Contract unit prices,
- b) by an agreed lump sum price, or
- c) the actual cost of:
 - i. Labor, including foremen
 - ii. Materials entering permanently into the work
 - iii. The ownership or rental cost of construction plant and equipment during the time of use on the extra work
 - iv. Power and consumable supplies for the operation of power equipment
 - v. Insurance and Social Security, old age and employment contributions
 - vi. 15% overhead and profit

As a result of the preceding requirements, a written change order will be prepared by the Designee in a form to be approved by the Designee.

WORKING HOURS

See Contractor Maintenance Schedule page 38.

PERSONNEL QUALIFICATIONS

- a) The Contractor shall employ only qualified operators and workers who are skilled in performance of the required services work.
- b) The Contractor shall maintain an adequate number of employees to satisfactorily perform scheduled operations. Incompetent and disorderly workers shall be removed by the Contractor when ordered by the City and/or the Authorized City Designee.

IDENTIFICATION OF EMPLOYEES

The Contractor will certify in writing that the company has and will during the life of the contract, have taken the following actions with respect to all of its employees who, will at any time, work on City property under this contract.

- a) Verified the existence of legal authority to be in the United States of America.
- b) Inspected and verified the authenticity of at least one of the documents listed by the immigration and Naturalization Service as proof of identity.
- c) Inspected and verified the authenticity of at least one of the documents listed by the Immigration and Naturalization Service as proof of right to work in the United States of America.
- d) Conducted sufficient reference checks to confirm suitability to perform any work for the City of Pinellas Park.
- e) The Contractor will provide the City of Pinellas Park with a current and complete list of successfully screened employees for the City's approval. Attached to each list will be copies supporting the documentation from paragraphs a, b, and c above. The City may randomly check employees and compare their I.D. badges with the most recent list of successfully screened employees.

The Contractor shall issue to each of the contractor's employees, proper identification badges exhibiting the name of the Contractor and the employee. The Contractor and his employees will dress in a manner satisfactory to the City and in compliance with applicable OSHA requirements. In every instance the City's decision with respect to the appropriateness or appearance of dress shall be final and the Contractor shall abide by the same.

FAIR LABOR STANDARDS ACT AND MINIMUM WAGE

It shall be the Contractor's responsibility to conform to all provisions of Federal, State, Municipal and Local Laws including but not limited to the FAIR LABOR STANDARDS ACT AND MINIMUM WAGE requirements, rules, laws, and/or regulations.

SAFETY AND HEALTH REGULATIONS

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54). The Contractor shall allow representatives of the Department of Labor full access to the project for inspection.

CONTRACTOR'S REPRESENTATIVE

The Contractor shall designate a responsible representative or representatives to be in charge of the work and who will be at the work site during all hours worked by Contractor's personnel. The Contractor will be required to contact the City and/or the Authorized City Designee on a monthly basis for review and inspection of all work performed.

INSPECTION

All work, equipment, and supplies furnished in performance of this contract shall be subject to inspection at all times by the City and/or the Authorized City Designee. Any failure to comply with terms of the contract by the Contractor shall, upon notification, be promptly corrected.

EQUIPMENT/MAINTENANCE/SUPPLIES

The Contractor shall furnish and maintain in good working order all equipment and supplies required for proper execution of this contract. The Contractor shall, at its expense, provide off-site storage for all equipment and material related to the execution of this contract.

The Contractor shall supply all labor, materials, fuel, oil, equipment, and other supplies that may be needed to perform the work listed herein.

PARKING

The Contractor's vehicles shall, at all times, be legally parked so as not to interfere with normal traffic flow.

PERFORMANCE/DAMAGES

The Contractor shall carry out the work with such care and methods as not to result in damage to public or private property. Should any public or private property be damaged or destroyed, the Contractor, at its expense shall repair or make restoration as is practical and acceptable to the City and/or Authorized City Designee and the Owners of destroyed or damaged property within a reasonable period of time not to exceed thirty (30) days from the date of damage. The Contractor will be responsible for performing the work necessary to meet City standards in a safe, neat, and good workman like manner, using only generally accepted methods in carrying out the work, and complying with all City of Pinellas Park ordinances and codes and federal and state laws relating to such work.

DISPUTES AND COMPLAINTS

All Contractors' complaints pertaining to services performed hereunder should be first submitted in writing to the Authorized City Designee. The Authorized City Designee shall investigate the validity of complaints and present the findings in writing to the Contractor. If the Contractor is dissatisfied with the Designee's findings, he may then appeal the same to the supervisor of the Designee.

An Appeal of the designee's findings must be submitted in writing to the supervisor of the designee within five (5) business days.

SUSPENSION OF WORK

If the work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or the Contractor fails to make prompt payments to subcontractors for labor, materials or equipment, or the Contractor fails to comply with work schedules, the Designee may order the Contractor to stop all work or any portion thereof and terminate payments to the Contractor. Failure by the Contractor to comply with all inadequacies, which caused this suspension of the work within sixty (60) days, will constitute termination of the contract. No extension of Contract time will be allowed for this suspension.

The City shall not be required to perform any covenant or obligation in this contract, or be liable in damages to any party hereto, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an *act of god* or *force majeure*. An "*act of God*" or "*force majeure*" is defined for the purposes of this contract as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including wet grounds or inclement weather which prevents service), acts of the public enemy, wars insurrections and any other cause not reasonably within the control of the City and which by the exercise of due diligence the City is unable, wholly or in part, to prevent or overcome.

TERMINATION OF CONTRACT

If the Contractor is adjudged bankrupt or insolvent, or a trustee or receiver is appointed for the Contractor or for any of his property, or he files a petition to take advantage of any debtors act or to reorganize under the bankruptcy or similar laws, or he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment for labor, materials or equipment, or he disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or he disregards the authority of the Designee, or he otherwise violates any provision of the Contract Documents, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor and his surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned, leased, possessed or used by the Contractor, and finish the work by whatever method he may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid by the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Owner. Such costs incurred by the Owner will be determined by the Designee and incorporated in a Change Order. Where the Contractor's services have been terminated by the Owner, said termination shall not affect any rights of the Owner against the Contractor, existing or which may thereafter accrue. Any retention or payment of monies by the Owner due the Contractor, will not release the Contractor from liability. In the event the Owner employs an attorney to enforce or construe any provision of the contract documents or to collect damages for Contractor's breach of the contract documents or to recover on the bond provided in the contract documents, the Contractor and his surety agree to pay the Owner such reasonable attorney's fees, including appellate fees, and costs as the Owner may expend therein. The Contractor and his surety, for a specific consideration the receipt and sufficiency of which is hereby acknowledged, expressly waive any rights or entitlements they may have under Florida Statutes, Section 57.105(2) pertaining to mutuality of attorney's fees, as it may be amended or replaced, or any similar statute or law. As against the obligations herein contained, the Contractor and his surety waive all rights of exemption. Upon seven days written notice to the Contractor, the Owner, may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, the

Contractor shall be paid for all work executed and any expense sustained plus a reasonable profit not to exceed five percent (5%) over cost incurred.

INSURANCE REQUIREMENTS

Proof of Insurance

Please provide proof of insurance evidencing the required coverages.

General Conditions

The cost of all insurance shall be included in the Contractor's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Contractor.

The Contractor's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Units, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Contractor and his subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this Contract.

Limits of Insurance

General Liability

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$500,000 General Aggregate
- \$500,000 Products Completed/Operations Aggregate
- \$500,000 Personal and Advertising Injury
- \$500,000 Each Occurrence

Automobile Liability

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$500,000 Combined Single Limit

Workers' Compensation

Type - Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation
- \$100,000 Each Accident
- \$500,000 Disease – Policy
- \$100,000 Disease – Each Employee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/09/2023

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

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


PRODUCER Moore Resources Insurance Agency 4563 Central Avenue St. Petersburg, FL 33713 License #: P135280	CONTACT NAME: Anne Osborne	FAX (A/C, No): 727-323-0603	
	PHONE (A/C, No, Ext): 727-323-0206	E-MAIL ADDRESS: anneo@dmns.com	
INSURED Ferris Pools Inc. 5943 5th Ave S Saint Petersburg, FL 33707-1609	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto-Owners Insurance Company		18988
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 00001667-1336183 **REVISION NUMBER:** 99

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5200018600	10/19/2022	10/19/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER City of Pinellas Park Attn: Risk Management 5141 78th Avenue North Pinellas Park, FL 33781	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  (BAO)
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2023

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

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

PRODUCER Modern Shore Insurance 360 Central Avenue, STE 470 St. Petersburg, FL 33701	CONTACT NAME: Jarett Maker	
	PHONE (A/C, No, Ext): 727-371-0014 FAX (A/C, No):	
	E-MAIL ADDRESS: info@ModernShoreins.com	
INSURED Ferris Pools, Inc. 5943 5th Avenue South St. Petersburg FL 33707	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Florida Citrus, Business & Industries Fund	31259
	INSURER B : Nautilus Insurance Company	17370
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** COI-230209-1648 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	NN1504008	1/31/2023	1/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION <input type="checkbox"/>						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	10665188	1/31/2023	1/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate Holder is Additional Insured with respects to General Liability when required by written contract, and subject to the terms, conditions and exclusions of the policy. A Waiver of Subrogation in favor of the Certificate Holder applies to General Liability when required by written contract, and subject to the terms, conditions and exclusions of the policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pinellas Park
5141 78th Ave N

Pinellas Park FL 33781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Excess or Umbrella Liability

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

DRUG FREE WORKPLACE FORM
PREFERENCES TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS
UNDER SECTION 287.087, FLORIDA STATUTES

1. This statement is submitted with the attached Bid.

2. Preference shall be given to businesses with drug-free workplace programs.

Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- b. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- c. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (a).
- d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, violation of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
- e. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

AS THE PERSON AUTHORIZED TO SIGN THE STATEMENT, I CERTIFY THAT THIS FIRM COMPLIES FULLY WITH THE ABOVE REQUIREMENTS.

VENDOR'S PRINTED NAME: Ferris Pools Inc

AUTHORIZED SIGNATURE: 

INDEMNIFICATION AND HOLD HARMLESS

Bid 22/010 – Skyview Pool Complex Swimming Pools Maintenance and Repairs

By this agreement, Contractor agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act on the part of the Contractor, its agents, servants, or employees. Contractor shall be responsible to the City of Pinellas Park for any damages caused by the Contractor's negligence, wrongdoing, misconduct, want or need of skill, default or breach of contract, guarantee, or warranty.

Contractor Ferris Pools Inc
Address 5943 5th Ave S St. Petersburg, FL 33707
Date 2/10/25
Print Name Jason Ferris (President)
Signature [Signature]
Title President

President, Vice-President, or Treasurer

Corporate Seal



**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Pinellas Park

by Jason Ferris (President)
(print individual's name and title)

for Ferris Pools Inc
(print name of entity submitted sworn statement)

whose business address is:

5943 5th Ave S
St. Petersburg, FL 33707

and (if applicable) its Federal Employer Identification Number (FEIN) is 20-1996682

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means 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 any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF

Florida

Signature

COUNTY OF

Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

notarization, this 15th day of February, 2023, by Jason Ferris
(Name of person acknowledging)

Who is personally known to me or who has produced
as identification.

Dr. Drivers License
(Type of Identification)

Notary Public

(Notary Seal)

Scott Suprenant
Notary Public
State of Florida
Comm# HH011800
Expires 7/14/2024

My Commission Expires

July 14, 2024

ACKNOWLEDGEMENT OF ADDENDA

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

Addendum No. _____ Signature _____ L.S.

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA
BID 22/010 – SKYVIEW POOL COMPLEX SWIMMING POOLS MAINTENANCE AND REPAIRS
BID FORM**

Bid of Ferris Pools Inc.
(Name)

Address ~~SPB~~ St. Petersburg Florida 33707
(City) (State) (Zip Code)

The undersigned, as bidder, hereby declares that the only persons interested in this bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, company, or parties making a bid; and that it is in all respects fair and in good faith without collusion or fraud.

The bidder further declares that he has examined the work and other Contract Documents relative thereto and has read all of the Addenda furnished prior to the opening of the bids, as acknowledged below; that he fully understands and has satisfied himself relative to the scope and nature of the work to be performed.

The bidder agrees that if this bid is accepted, to contract with the City of Pinellas Park, Pinellas County, Florida, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work covered by this bid and other Contract Documents for the execution of **Bid 22/010 – Skyview Pool Complex Swimming Pools Maintenance and Repairs.**

The bidder agrees that the wage rates for laborers, mechanics, and apprentices shall be not less than those established by the State of Florida Department of Commerce for this work and included in the Supplemental General Conditions.

The bidder agrees further to commence work within ten (10) calendar days after notification of the Notice to Proceed.

Contractor's Hourly Rate \$ \$100

All Parts at cost plus 25 %

Total monthly basic service charges:

\$ 1,250 (Monthly)

Respectfully submitted,

Ferris Pools Inc
(Company Name)

Jason Ferris (President)
(Name and Title of Authorized Company Official)

ATTEST: 
(Signature)

Bidder's Mailing Address:

5943 5th Ave S
St. Petersburg, FL 33707

Point of Contact Name

Jason Ferris

Point of Contact Phone Number:

727-430-1252

Point of Contact Email Address

ferrispools@gmail.com

The full names and residence of persons or firms interested in the foregoing Bid, as principals, are as follows:

Jason Robert Ferris
St. Petersburg, FL

The name of the executive who will give personal attention to the work:

Jason Ferris

The superintendent, project manager, or foremen who will exercise direct personal control of the work:

Jason Ferris

CONTRACTOR'S FINAL PAYMENT AFFIDAVIT

Before me, the undersigned authority, personally appeared _____
_____(Contractor) who was sworn and says that he is the Contractor who has
contracted with the City of Pinellas Park (Owner) to provide services on real property in
Pinellas County, Florida, described as: _____

The Contractor has completed work in accordance with the contract documents. The balance of
the contract price of \$ _____ is now due to the Contractor. The Contractor has not signed,
pledged or hypothecated the contract, or any part of it, or any payment due or to become due
under it, and has not assigned any of the Contractor's lien rights resulting from the contract. The
Contractor has executed no security agreement for any part of the material furnished under the
contract.

All lienors under the above-described contract have been paid in full, except the undersigned
Contractor.

Contractor (CORPORATE SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this _____ day of _____, 2023, by _____
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)
as identification.

NOTARY PUBLIC _____

(Notary Seal)

My Commission Expires _____

CONTRACTOR'S FINAL RELEASE

KNOW ALL MEN BY THESE PRESENTS that _____, (Contractor)

County of Pinellas, City of Pinellas Park, and State of Florida, do hereby acknowledge that (Contractor), _____, this day has had and received of and from the (Owner) the sum of One Dollar (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing, payable and belonging to the Contractor by any means whatsoever, for or on account of a certain agreement between the said Owner and Contractor dated ____/____/20____.

NOW THEREFORE, the said Contractor for myself, my heirs, executors and administrators (for itself, its successors and assigns) do by these presents remise, release, quitclaim and forever discharge the said Owner its successors and assigns, of and from all claims and demands arising from or in connection with the said agreement dated ____/____/2023, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims and demand, whatsoever in law or equity, or otherwise which against the said Owner its heirs, successors or assigns, the Contractor its heirs, successors and assigns ever had, now have, or which (I, my heirs, executors, or administrators)(it, its successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter cause or thing whatsoever, from the beginning of the world to the date of these presents.

(CORPORATE SEAL)

Contractor

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this _____ day of _____, 2023, by _____
(Name of person acknowledging)

Who is personally known to me or who has produced _____
(Type of Identification)

as identification.

NOTARY PUBLIC _____

(Notary Seal)

My Commission Expires _____

Performance Bond # _____

OWNER:

City of Pinellas Park, FL
5141 78th Avenue North
Pinellas Park, FL 33781
727.369.7700

PRINCIPAL:

Ferris Pools Inc.
5943 5th Avenue South
St Petersburg, FL 33707
727.430.1252

SURETY:

Name: _____

Address: _____

Phone Number: _____

Bid 22/010 – Skyview Pool Complex Swimming Pools Maintenance and Repairs

BY THIS BOND, we, Principal and Surety, duly authorized to conduct business in the State of Florida, are bound to the **City of Pinellas Park, Florida**, a municipal corporation, herein called Owner, in the sum of **Fifteen Thousand Dollars (\$15,000.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

Performs the contract between Principal and Owner for of Project and all appurtenant work thereto, said contract/purchase order being made a part of this bond by reference, at the times and in the manner prescribed in the contract/purchase order, together with any modifications of said contract/purchase order that may hereafter be made, notice of which modifications to the Surety being hereby waived; and

Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract/purchase order; and

Pays Owner all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the contract/purchase order; and

Performs the guarantee of all work and materials furnished under the contract/purchase order for the time specified in the contract/purchase order; then this bond is void; otherwise it remains in full force.

Any action instituted by claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

Principal:

BY _____

(SEAL)

(PRINT OR TYPE SIGNATURE)

Surety:

BY _____
Attorney-in-Fact

(SEAL)

Florida Licensed Agent

Dated this _____ day of _____, 2023.

THE BOND MUST BE ATTACHED TO THIS FORM

STATEMENT OF SURETY

In accordance with the provisions of the contract dated _____, 20____
between the City of Pinellas Park (Owner) of _____
and _____ (Contractor) of _____,
the _____ (Surety) Surety on the bond of Contractor after a careful
examination of the books and records of said Contractor or after receipt of an affidavit from
Contractor, which examination or affidavit satisfies this company that all claims for labor and
materials have been satisfactorily settled, hereby approves of final payment of the said _____
_____ (Contractor), Contractor, and by these presents
witnessed that payment to the Contractor of the final estimates shall not relieve the Surety Company
of any of its obligations to the Owner, as set forth in the said Surety Company's Bond.

IN WITNESSETH WHEREOF, the said Surety Company has hereunto set its hand and seal

this _____ day of _____, 20____.

Attest: _____

(Seal)

_____ By _____
(President, Vice President)

Note: This statement, if executed by any person other than the President or Vice President of the
Company, must be accompanied by a certificate of even date showing authority conferred upon the
person so signing to execute such instruments on behalf of the Company represented.

**NOTE: TO BE COMPLETED BY THE CONTRACTOR'S SURETY COMPANY AND SUBMITTED WITH CONTRACTOR'S
FINAL INVOICE**

BID SUBMITTAL CHECKLIST

The following checklist is included to help ensure that you include all the submittals necessary to complete a thorough evaluation of your bid response.

Items are checked if they are required with your bid submittal or if they must be on file prior to award. Additional documentation may be requested by the City to ensure contract compliance.

✓	DESCRIPTION OF SUBMITTAL	PAGE	SUBMIT WITH BID	SUBMIT PRIOR TO AWARD
	E-Verify Registration	5	✓	
	Sunbiz Registration	5	✓	
	Florida DBPR Registration	5	✓	
	Proof of Insurance	12	✓	
	Sunbiz Registration	13	✓	
	Drug Free Workplace Form	14	✓	
	Indemnification and Hold Harmless Agreement	15	✓	
	Public Entity Crimes Statement	16	✓	
	Addenda Acknowledgement Form (if applicable)	18	✓	
	Bid Form	19	✓	
	Performance Bond	23		✓
	W-9			✓
	Certificate of Insurance			✓

**CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA
SKYVIEW POOL COMPLEX SWIMMING POOLS MAINTENANCE AND REPAIRS
CONTRACT NO. 22/010**

This Agreement dated this _____ day of _____, 2023, by and between the City of Pinellas Park, Florida, a municipal corporation, hereinafter called the Owner, and Ferris Pools Inc., a corporation organized and existing under the laws of the State of Florida, hereinafter called the Contractor.

WITNESSETH, The Owner and the Contractor, for the consideration stated herein, agree as follows:

ARTICLE I: Scope of Work

The Contractor shall perform all required work and shall provide and furnish all labor, materials, transportation and necessary tools and equipment required to complete the services all in strict compliance with the Scope of Services, General Conditions and bid documents, including any and all addenda, and together with all contract documents hereinafter enumerated and made a part thereof.

It is understood and agreed that said service, labor, materials, tools and equipment shall be furnished and said work performed and completed subject to the satisfaction of the Owner and subject to the final approval of the Owner and/or the Authorized City Designee.

ARTICLE II: Contract Price

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any addition or deductions as provided in the Contract Documents, the following price:

The total Contract amount is **Fifteen Thousand Dollars (\$15,000.00)** per year, to be payable in accordance with the applicable provisions of the Contract Documents.

ARTICLE III: Conditions

1. All of the decisions of the authorized City Designee as to the true services and meaning of the Scope of Services and General Conditions shall be final. Contractor shall conform to and abide by any additional Scope of Services or General Conditions furnished by the City Designee to illustrate the work to be done.
2. Contractor shall at all times supply adequate tools, equipment, a sufficient number of skilled employees, materials and supplies of proper quality. Contractor shall pay all employee(s) on a regular basis and if requested by Owner, shall obtain and furnish to Owner a copy of the payroll verified by an affidavit.
3. Should the Contractor be delayed in his work by the Owner, then Owner shall owe the Contractor therefore only an extension time for completion equal to the delay caused and then only if a written claim for delay is made to the Owner within forty-eight hours from the time of the beginning to the delay.

4. If, in the Owner's sole discretion, the Contractor shall fail to perform in a timely or proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, the Owner shall have the right to terminate this Agreement by giving written notice to Contractor and specifying the effective date thereof, at least ten (10) days before the effective date of such termination. In such event, Contractor shall be entitled to receive just and equitable compensation for satisfactory services performed to the effective date of said termination for cause. Said ten (10) days is intended to provide Contractor time to effectuate termination of the Agreement.
5. This Agreement shall be binding upon the parties hereto, their heirs, transferees, successors in interest, and legal representatives. Neither party shall assign or otherwise transfer any of its right or duties under this Agreement without the express prior written consent of the other party.

ARTICLE IV: Inspection by Contractor

The undersigned Contractor agrees that he has carefully inspected all Contract Documents and is familiar with and will adhere to them; The Contractor agrees that he is responsible for having heretofore examined all sites and locations and routes of all proposed work and for having satisfied himself as to the character of the sites, locations and routes and other physical characteristics of the work and work areas in order that he may include in the price which he has bid and the price of this Contract all costs pertaining to the work and thereby provide for the satisfactory completion thereof and determination of the contract price herein agreed upon and that this contract price is based upon these inspections and examination.

ARTICLE V: Compliance with Public Record Laws

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 727.369.0619, CityClerk@Pinellas-Park.com, 5141 78th Avenue north, Pinellas Park, Florida 33781.

Contractor shall comply with all public records laws, specifically to include:

1. Keep and maintain public records that ordinarily and necessarily would be required by the Owner in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the Owner would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all applicable requirements for retaining public records and transfer, at no cost, to the Owner, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided by the Owner in a format that is compatible with the information technology systems of the Owner.

ARTICLE VI: Component Parts of Contract

This Contract consists of the following Contract Documents, all of which are hereby made a part hereof and are incorporated herein by reference and all of which are familiar to the Contractor:

Addenda (if any), Advertisement for Bids, Notice of Bid, Information for Bidders, General Conditions, Hold Harmless Agreement, Bid Form(s), Service Contract, Contractor's Affidavit and Contractor's Final Release of Lien, Sworn Statement of Public Entity Crimes, Specifications, E-Verify Requirements, plans and drawings.

ARTICLE VII: Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue in any action thereunder shall be State Court in Pinellas County, Florida. Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.

ARTICLE VIII: Term

The parties further agree this Contract is for a period of **five (5) years**. All modifications of this Contract shall be enforced in writing by both parties signing this original contract and its attachments as indicated in Article VI above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Ferris Pools Inc.

City of Pinellas Park
Pinellas County, Florida

By _____
Signature of Authorized Officer

By _____
Sandra L. Bradbury, Mayor

(Type or Print Signature)

ATTEST:

ATTEST:

Contractor's Attestor

By _____
Diane M. Corna, MMC

Attestor's Signature

Approved as to form and correctness:

City Attorney
City of Pinellas Park

Corporate Seal

City Council Approved

City of Pinellas Park
Skyview Pool Maintenance and Repairs
Scope of Services

Scope of Work

Contractor shall provide all labor, materials, supervision, tools, equipment, and vehicles necessary for two neighborhood swimming pools both located at The Skyview Pool Complex located at 9010 54th Way Pinellas Park, FL. The large Skyview pool consist of 155,000 gallons and the small Polly Wog splash pool is 2,697 gallons. This shall include but not be limited to: water quality and chemicals levels, and the maintenance and repair of pool related equipment including pumps, motors, circulation/filtration systems, ladders, handrails, guard chairs, and water recreation equipment.

Minimum Qualifications

At a minimum, Contractor must meet the following qualifications:

- a. Have a minimum of five (5) years experience (commercial size pools, pool maintenance) in providing multiple large commercial pool maintenance services with a minimum of four pools of at least 160,000 gallons and interactive water features. Experience also to include maintenance and repairs of multiple commercial grade filtration systems including but not limited to high rate and gravity sand, gravity fed element filtration and regenerative media filtration. Experience in maintenance and repair of commercial grade sanitizing equipment to include but not limited to liquid chlorine injector pumps, ultra violet, CO2 feeders. Experience to include maintenance and repairs with commercial grade heat pumps and gas pool heaters.
- b. Maintain a State of Florida Pool and Spa Servicing Contractor's license and be locally registered with Pinellas County.
- c. Maintain one of the following: Certified Pool/Spa Operator (CPO) ® certification through the National Swimming Pool Foundation (NSPF), Aquatic Facility Operator (AFO) ® certification, or the Public Pool Service Technician Certification that accompanies the Florida Pool and Spa Contractors license.
- d. Provide qualified pool technicians assigned to City's account with a minimum of one year of experience in maintaining water quality and pool related equipment with pool size of at least 160,000 gallons.
- e. Provide evidence of financial stability and viability to fulfill the commitments of this Scope of Services.
- f. Have the ability to obtain and maintain the minimum insurance requirements set forth by the City of Pinellas Park Risk Management Division.
- g. Be able to provide services without the use of subcontractors.
- h. Have the facilities, capabilities, equipment, and staff to support quoted services.
- i. Provide service personnel to the account that meet a City background check.

Contractor Responsibilities

At a minimum, Contractor shall provide and meet the following responsibilities:

- a. Contractor shall provide a single point of contact to the City contact.
- b. Maintain Minimum Qualifications as stated in Scope of Services for duration of monthly services.
- c. Maintain water chemistry, pool deck and pool related equipment for the health, safety and welfare of facility users per all Federal, State and Local Laws and Regulations ("Laws") including but not limited to State of Florida Department of Health Administrative Code 64E-9, Pinellas County Health Department and OSHA regulations, latest amendments.
- d. Perform all services in accordance with all applicable federal, state and local laws (Laws), including, but not limited to Department of Health, EPA regulate and OSHA regulations (all as amended).
- e. Work shall be performed in a professional manner by qualified and certified personnel, where applicable, using appropriate and calibrated equipment and diagnostic tools. All work shall be performed in accordance with applicable laws, manufacturer specifications and recommendations and in a manner satisfactory to and acceptable by the City.
- f. Pool Recreation Coordinator approval is required before shutting down any equipment.
- g. Provide written quote for work not covered under the Scope of Services and receive prior written authorization by the Pool Recreation Coordinator or Parks & Recreation Director.
- h. Provide only qualified, certified personnel who are skilled in pool maintenance, repair, and water chemistry and maintain an adequate number of qualified, certified personnel for the term of monthly services.
- i. Remove incompetent or disorderly workers when directed by the City. City may remove any previously accepted employee at its discretion.
- j. Provide metal hardware including but not limited to nuts, bolts, screws, tap cons, pipe hangers and hooks to be stainless steel. Diving board parts to be compatible with Duraflex® diving boards per manufactures recommendations.
- k. Provide all equipment replacement shall be of like or better than existing equipment.
- l. Personnel will be dressed in an appropriate manner to provide maintenance services safely, and follow all local, state, and federal guidelines.
- m. Maintain off-site storage for all its equipment and materials related to the execution of all Skyview Pool maintenance services.
- n. Perform minor non-mechanical services (i.e. remarcite, minor crack repairs, etc.) as needed.

City's Responsibilities

At a minimum, City shall provide and meet the following responsibilities:

- a. Provide a single point of contact (Pool Recreation Coordinator)
- b. City's Pool Recreation Coordinator shall schedule an initial inspection and review of all aquatic facilities included in this Scope of Services within ten (10) calendar days of the initial notice to proceed, and within fifteen (15) calendar days of all new services added to the Scope of Services. The inspection and review may be scheduled over multiple days if necessary. Pre-existing deficiencies, as well as expectations and clarifications discussed during the inspection and review shall be noted in writing by the Pool Recreation Coordinator. The Pool Recreation Coordinator will schedule a meeting with Contractor to review, discuss, and resolve all deficiencies. Notice of final resolution of all deficiencies shall be issued in writing and signed by Contractor and Pool Recreation Coordinator, after which the Contractor shall assume full responsibility for performance.
- c. Provide access to Skyview pool facilities and locked storage areas, etc.
- d. Provide all chemicals including carbon dioxide, liquid and granular chlorine, calcium chloride, muriatic acid, and stabilizer to maintain pool water quality.
- e. Remove and store:
 - (1) Crook and buoys
 - (2) Umbrellas
 - (3) Picnic tables
 - (4) Deck and lounge chairs
 - (5) Lane lines & reels
- f. Repair, maintain, and replace deck and facility lighting, deck furniture, fencing, bleachers and drinking fountains.
- g. Maintenance and replacement of the building, structures, utilities, and surrounding areas including shrubbery and grasses, grounds maintenance and custodial services.
- h. Place and remove aerating systems.
- i. Provide seasonal pool calendar thirty (30) days prior to pool opening.
- j. Provide a calendar to include pre-opening inspection dates, pool.
- k. Opening dates and estimated pool closing and post-closing and inspection dates. Opening and closing dates subject to change,
- l. Keep the pools free of debris that includes vacuuming, brushing, and cleaning after the Contractor's initial clean and opening of the pool.

Contractor Response Time

- a. Contractor shall call back for all service calls via telephone within one hour for emergency service and within four hours for non-emergency service, on a 24- hour basis. Emergency service included, but is not limited to: inoperable circulating pump, pool chemical imbalance, filtration or chemical equipment malfunction, etc.
- b. Contractor shall be on-site to begin repairs within three hours of initial call for emergency service and within 24 hours for non-emergency service.
- c. Contractor shall provide a contact person's name and telephone/cell number during non-working hours.

Contractor Inspections

- a. Contractor shall coordinate date and time for city staff to open facilities during closed season.
- b. Inspection Schedule to remain consistent once agreed upon.
- c. Inspection form to be e-mailed to Pool Recreation Coordinator within 24 hours.
 - (1) Summer (May through Labor Day):
 - (2) Monday through Friday, 8:00 a.m. – 4:00 p.m.
 - (3) Inspections three (3) times per week, once between 1:00 p.m. – 4:00 p.m.
- d. Fall, Winter & Spring (Labor Day through April):
 - (1) Tuesday through Friday, 8:00 a.m. – 4:00 p.m.
 - (2) Inspections semi-monthly for closed pools
 - (3) Inspections two (2) times per week for open pools

Contractor Inspection Requirements

The following are minimum inspection requirements per visit unless otherwise noted:

- a. Perform chemical readings; enter results in on-site Chemical Reading Log sheet.
- b. Maintain pool chemistry levels within the following ppm (parts per million):
 - (1) Chlorine 1.0 to 3.0
 - (2) Calcium hardness 200-400
 - (3) pH 7.2 to 7.6
 - (4) Saturation index -.3 to +.3
 - (5) Alkalinity 80-100
 - (6) Cyanuric acid Max 20 PPM
- c. Report any chemical irregularities to Pool Recreation Coordinator immediately via telephone call.

- d. Coordinate any chemical requirements with Pool Recreation Coordinator (such as adding calcium after patrons leave at night).
- e. Coordinate with Pool Recreation Coordinator the scheduling of a monthly pool shock.
- f. Balance chemicals in conjunction with on-site Pool Supervisor.
- g. Clean all hair and lint strainers in surge tanks.
- h. Calibrate chemical controllers.
- i. Clean or replace pH and oxidation reduction potential probes monthly.
- j. Inspect and replace as needed all sample water tubing and fittings.
- k. Inspect and replace as needed all internal sterner pump tubing.
- l. Inspect and replace as needed all external tubing and fittings connecting stenners to return water and tubing connecting stenners to chlorine drums.
- m. Inspect diving boards and stands and lubricate as needed. Replace hinge bushing and O-rings as needed with Duraflex ® compatible components. Tighten any lose nuts or bolts and replace as needed, replace any missing hardware.
- n. Inspect guard chairs for lose bolts, rust and safety issues, tighten or replace as needed.
- o. Inspect and replace all hooks on deep end ropes as needed.
- p. Inspect and replace all hangers for shepherds' crooks and buoys as needed.
- q. Inspect and replace all vacuum and pressure gauges as needed.
- r. Inspect and replace all vacuum baskets and lid O-rings as needed.
- s. Inspect pool tile and concrete deck for chipping and cracking; temporarily repair as needed to keep pool open per Pinellas County health standard regulations.
- t. Inspect and repair lane lines and lane line reels as needed.
- u. Inspect all grates, secure and replace as needed.
- v. Report any concerns or findings on inspection sheet. Report any imminent concerns (mechanical or safety related) to Pool Recreation Coordinator immediately via telephone call or text, and confirmed with follow up Email.
- w. Inspect climbing wall units and report any concerns to Pool Recreation Coordinator.
- x. Inspect all pool circulation and slide pumps make repairs as needed.
- y. Inspect and repair all leaks in equipment and pools.

Contractor Pre-Season Opening Requirements

- a. Requirements to be completed no later than one (1) week prior to Skyview Pool opening date.
- b. Initial clean up to include shocking, frequent back washing, vacuuming and balancing chemicals until pool is chemically balanced with clear water.

- c. Connect and start circulation/ filtration systems for both Skyview pools (main and Polly Wog).
- d. Place and secure all guard chairs, ladders, handrails and stanchion posts for back stroke flags
- e. Replace all sample water tubing and fittings, internal stenner pump tubing, external tubing and fittings connecting stenners to return water and tubing connecting stenners to chlorine drums.
- f. Inspect, tighten, and replace any bolts as needed on guard chairs.
- g. Inspect and replace all hooks on deep end ropes as needed.
- h. Inspect and replace all hangers for shepherds' crooks and buoys as needed.
- i. Inspect and replace all vacuum and pressure gauges as needed.
- j. Inspect and replace all vacuum baskets and lid O-rings as needed.

Contractor Summer Requirements

- a. Back wash Skyview large pool as needed, minimally three (3) times/week.
- b. Back wash Skyview Pollywog pool as needed.
- c. Clean chlorine lines into main return line (chlorine valve-injector) with muriatic acid monthly and replace lines as needed.
- d. Lubricate O-rings monthly.
- e. Follow inspection requirements as stated in # 6 & 7.

Contractor Spring, Fall and Winter Requirements (for facilities still open)

- a. Initial fire up of heater(s).
- b. Back wash once or twice per week as needed.
- c. Follow inspection requirements as stated in # 6 & 7.

Contractor Post-Season Closing Requirements

- a. Check and lubricate all motors and equipment and ready for off season.
- b. Perform overall mechanical inspection as well as pool deck, pump room and safety items and provide detailed inspection report within fourteen (14) days of each pool closing. Inspection report to include both factual information and opinions on what needs to be done at each site during the off-season (what's broken, what has to be replaced and what should be replaced, which pools need re-surfacing, etc.).
- c. Meet with Pool Recreation Coordinator in early November to discuss pool findings and course of action. Additional meetings for pools not yet closed will be scheduled shortly after submitted inspection reports.
- d. Remove and store on site all guard chairs, ladders, handrails and stanchion posts for back stroke flags.

Contractor Closed Season Requirements

- a. Perform semi-monthly inspections.
- b. Evidence of vandalism, wind damage, etc. shall be reported immediately via telephone call or text, and with Email confirmation to Pool Recreation Coordinator.

Contractor Warranty

Contractor shall warrant all labor and materials supplied which are found to be defective whether through installation or manufacturing for a period of one (1) year after final acceptance of each project. Warranties shall take effect upon final acceptance by the city for parts and equipment per manufacturer's term.

Contractor Monthly Pricing Quotation

- a. Monthly maintenance fee to include labor for services listed in the scope of services, parts (such as bolts, nuts, hangers, rope hooks, vacuum baskets, lid O-rings), and all transportation costs including travel time.
- b. Initial term of Monthly services shall include pool-opening requirements. Monthly fee shall be based upon a twelve (12)-month period.
- c. Services not included in the scope of services shall be based on an hourly rate plus parts costs. Parts mark-up shall not exceed 10% and documentation shall be included with invoice. City reserves the right to purchase equipment and to contract additional services with other providers. City reserves the right to inspect replaced equipment or parts.
- d. Hourly rate shall be charged in fifteen (15) minute increments. First hour billed shall be at rate of initial site start time. Hourly rate shall include all transportation costs including travel time. Invoice upon completion of services.
- e. Contractor is hereby notified that for each occurrence over \$5,000, the contractor shall submit to the requesting department a written estimate of the proposed work prior to any actual work being performed by said contractor. Written estimates may also be requested by the project manager for jobs under \$5,000. The City will not be charged for work estimates whether or not the work is done.
- f. Jobs under \$5,000 are to be billed at actual hours worked and material used if less than the original estimate. For jobs over \$5,000, the final bill cannot be greater than 10% over the estimate. All invoices shall detail the hours worked and the rate in addition to the specific materials used
- g. For any occurrence, project, release, or job over \$35,000 no work is authorized unless solicited in accordance with the City's Purchasing Division regulations for such repair or replacement.
- h. For jobs which require equipment replacement, resurfacing or other substantial replacements or improvements, the contractor shall be required to obtain preauthorization in writing by the City Parks & Recreation Director or designee and include all necessary engineering, permitting, and inspection costs in such written estimates prior to commencement of work.

Contractor Account Management

Contractor shall provide a single point of contact, who will be readily available during normal business hours. Contractor is responsible for notifying the City with any changes in account manager or contact information. Account manager's responsibilities shall include, but are not limited to, overseeing all aspects of implementation, servicing, reporting, and issue a resolution.

Contractor Personnel

Contractor shall assign all key personnel identified in its proposal and this Agreement to complete all of their responsibilities in connection with performance of its obligations. Contractor shall obtain written approval of the City prior to reassigning any key personnel. Replacement of key personnel, upon written approval by the City, shall be with personnel of equal or greater ability and qualifications. Contractor's replacement of key personnel shall not be grounds for an increase in the total Agreement price or extension of the time for completion of the services required. The unauthorized change of key personnel by Contractor shall be considered by the City as a material breach of agreed services and grounds for termination.

Contractor Maintenance Schedule

Contractor shall provide services during regular business hours, 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding City holidays. Contractor shall schedule dates and times for providing services with the Pool Recreation Coordinator. Contractor shall perform monthly services within thirty (30) calendar days of the last service. Services will be provided at The City's Skyview Pool location located at 9010 54th Way North Pinellas Park, Florida. Maintenance and repairs to include the 155,000 gallon main pool & the 2,697 gallon Polly Wog activity pool.

Quality Assurance

Services shall be reviewed and checked for quality by staff periodically. Contractor shall be notified of any work that does not meet the standards as set forth in the Scope of Services. Contractor shall remedy work that does not meet Scope of Services standards in a timely manner.

Contractor Non-Performance

- a. If Contractor is found in non-performance, and/or fails to satisfactorily remedy or cure non-performance, the Pool Recreation Coordinator will file a vendor complaint report with the City Leisure Services Department. The Leisure Services Department will notify the Contractor in writing. Contractor shall reply within ten (10) business days their response and corrective action including time frame of completion. The City Pool Recreation Coordinator shall conduct inspection immediately after stated completion date and advise the Leisure Services Department in writing if the non-performance has been corrected or advise in detail of any remaining deficiencies.
- b. If Contractor fails to correct deficiencies identified in a vendor complaint report, the City may recover the cost incurred to have the product or service provided by another supplier. The Leisure Services Department will notify the Contractor with 48-hours notice of the intent to have the product or service provided by another supplier to allow the Contractor an opportunity to correct the deficiency to the City's satisfaction. All costs for procuring product or service from another supplier shall be deducted from Contractor's next invoice.

- c. In the event Contractor consistently fails to perform per the Agreement requirements or within an acceptable period of time, the City may terminate services for convenience.

Remedy for Contractor Non-Performance

Contractor shall remedy, or cure to the City's satisfaction within ten (10) business days of notification by the City, any non-performance to the specifications of this Scope of Services. Follow-up or call-back work to correct such non-performance shall be solely at Contractor's expense. Contractor agrees that in the event it fails to remedy or cure default within five business days of notice, City may deduct the costs from payment of Contractor invoices to obtain service elsewhere.

Safety

- a. Contractor shall be responsible for ensuring that Contractor's staff follow all established safety regulations pertaining to the work to be performed per OSHA and/or City standards.
- b. Contractor's employees will keep doors closed and locked while servicing facilities after hours or when instructed by the Pool Recreation Coordinator. Contractor shall operate all equipment and handling of chemicals per manufacturers' requirements.

Training

Contractor shall provide all job skills training and safety training required for its employees. Safety training shall instruct employees on the correct and safe use of the safety equipment required and of general safety procedures for the job and materials handling requirements.

Cooperation between Contractors

The City reserves the rights to contract for and perform other or additional work on or near the work covered by these specifications. When separate agreements are let within the limits of any one project, each contractor shall conduct its work so as not to interfere with or hinder the progress or completion of the work being performed by other contractors. Contractors working on the same project shall cooperate with each other as directed. Each contractor involved shall assume all liability, financial or otherwise, in connection with its contract. Contractor shall protect and save harmless the City from any and all damages or claims that may arise because of inconvenience, delays or loss experienced by Contractor because of the presence and operations of other contractors working within the limits of the same project.

Service Rendering Facility

- a. City reserves the right to inspect the business location and any other business location the Contractor may operate prior to award of a contract and, upon reasonable notice to inspect the business location at any time during the term of this contract.
- b. Contractor shall provide access to all testing, storage, operations, and other areas, as requested by the City's representatives.
- c. Contractor shall notify the City, in writing, within thirty (30) days of any relocation of it servicing facility.

Limitation of Project Value

No single project, purchase shall exceed \$4,999 without prior written consent by the City Parks & Recreation Director or his designee.

Addition and Deletion of Scope of Services

City reserves the right to add or delete a portion of or all Scope of Services at any time during the term of the Monthly Services agreement with a thirty (30) day written notice provided to the Contractor.

Suspension of Service

The City may temporarily suspend services at specific sites throughout the term of the Agreement at its sole discretion. Sites may suspend service upon five (5) day advance written notification to the Contractor. Contractor shall deduct charges for the suspended site from its invoices, pro-rated per the current monthly cost, until service is resumed by written notification from the City. Contractor shall resume service within 72-hours of written notification.

Emergency Services

- a. Contractor shall provide the city with evening, weekend, and holiday service, as necessary, to cope with any emergency situation which threatens public health and safety, as determined by the City. Contractor shall furnish a 24-hour contact telephone number in the event of such an emergency.
- b. Contractor shall provide first-priority services to the City in the event of a hurricane, flood, or other natural disaster, as defined by the City.

Conditions for Acceptance

Upon completion of all the work and services required by this Scope of Services pursuant to the City's satisfaction and at the City's sole discretion, the City will issue a written notice of acceptance to Contractor, after which all warranties shall begin.