The Office of Parks and Trails is seeking bids from vendors for the removal and installation of, or new installation of Bermuda #419 sod in the rectangular or square shape at various Lake County Parks. All work and equipment shall be in strict compliance with the latest codes, standards and practices. Omissions of inherent technical functions or classes of work within the statement of work will not relieve the vendor from furnishing, installing, or performing such work for the satisfactory completion of the project.

1.0 SCOPE OF WORK

The irrigation system is not a part of this Invitation to Bid (ITB). However, the Contractor is responsible for the replacement or repair if the Contractor damages the irrigation system while performing any of the services identified herein.

1.1. Installation Requirements:

1.1.1. Top Soil: Contractor shall provide topsoil in case there is backfill settling. Topsoil shall be spread so as to form a cover of uniform thickness. Topsoil shall be clean, free from roots and rocks larger than one and one-half inches (1 ½”) and readily able to support the growth of planting. The surface of the soil shall be scarified with a rake to a depth of no more than four inches (4”) deep prior to sod replacement.

1.1.2. Grading: All grade work shall be complete prior to installation of sod. Minor raking and leveling may be required for ruts and disturbances of grade made by sod installers.

1.1.3. Sod Quality: Sod shall be in commercial size rectangles of fourteen inches (14”) by twenty-four inches (24”) minimum, be healthy and well matted. Sod that is falling apart or in pieces less than specified is not acceptable. Sod shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. Roots shall be healthy and well matted. Sod shall be live (not dormant), fresh and uninjured at the time of delivery. Sod shall be free of grassy, invasive/exotic, broadleaf and sedge weeds, diseases, insects and nematodes (of injured population). Sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services, and all applicable state laws.

1.1.4. Sod Freshness: Sod shall be fresh cut and shall not be left on the pallet for more than a period of seventy-two (72) hours.

1.1.5. Installation: All sod edges shall be placed so no gaps between the edges are visible. The pieces shall be laid so edges are staggered from each other by at least six (6) inches. Contractor shall be responsible to ensure that the surface is sufficiently smooth to install the sod. There shall be no overlapping of sod allowed. Ground staples may be used with at least one (1) staple for each piece of sod, and shall not be less than thirteen inches (13”) in length and shall be constructed of No. 11 gauge wire that is bent to form a “U” approximately one inch (1”) in width.

1.1.6. Rolling: Contractor is required to roll sod using a lightweight turf roller to provide a true and even surface without any displacement of the sod or deformation and to provide a firm contact between roots and soil.
1.1.7. **Watering:** Contractor shall water the sod that they have installed for five (5) consecutive days. There shall be an equivalent of one inch (1”) of water spread over the newly laid sod for each application. Water shall be clean and free from industrial wastes.

1.2. **Vehicle Intrusion:**

Sod shall be removed and installed utilizing ATV/Golf Cart size vehicles, and utilizing the County assigned inner park route if available. No dump trucks or heavy trucks are allowed anywhere within the County parks except designated roadways.

1.3. **Park Locations:**

- North Lake Community Park, 40730 Roger Giles Road, Umatilla, Florida 32784
- East Lake Community Park, 24809 Wallick Road, Sorrento, Florida 32776
- Minneola Athletic Complex, 1300 Fosgate Road, Minneola, Florida 34715
- PEAR Park, 26701 US Hwy 27, Leesburg, Florida 34648
- South Lake Regional Park, Max Hooks Road, Groveland, Florida 34736

2.0 **BUSINESS HOURS OF OPERATIONS**

No work may be done on Saturday, Sunday, or any days between the hours of 4:00 P.M. and 7:00 A.M. except when such work is necessary for the proper care and protection of work already performed and permission is secured from the County Project Manager. No overtime work may be started without prior approval of the County Project Manager.

3.0 **CONTRACTOR PERSONNEL**

3.1. Contractor shall supply adequate personnel including a working site supervisor. Supervisor shall have experience in the on-site supervision of professional level natural turf sports fields. Supervisor shall always remain on-site during each project to include, but not limited to, roto-tilling operations, topsoil installation, grading, sod installation, rolling and watering.

3.2. The Contractor and employees shall be neat and clean in appearance and shall wear a uniform or other identification that clearly identifies them.

4.0 **LABOR, MATERIALS, AND EQUIPMENT MUST BE SUPPLIED BY THE VENDOR**

Contractor shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment must be subject to the inspection and approval of the County Project Manager.

5.0 **PRICE REDETERMINATIONS**

The Contractor may petition for one or more price redeterminations where such price redeterminations are necessitated by documented increases in the cost of wages, fuel, or materials. Petitions for price redeterminations shall be made within thirty (30) calendar days of the
anniversary date of the Contract and only after the Contract has been in effect for at least one (1) year. Unless otherwise expressly set forth in the Agreement, no other price redeterminations shall be allowed. All price redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to the Agreement.

5.1. Basis for Price Redeterminations. The Contractor may petition for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the “base index number.” The County shall have the right to audit the Contractor’s records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

5.2. Wage Price Redetermination. When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor located on the Statistics Site. The base figure will be tied to Trade, transportation, and utilities under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor’s employees or subcontractors performing work or services pursuant to the Agreement.

5.3. Minimum Wage Price Redetermination. If the minimum wage increases during the term of the Agreement, including any renewal or extension period thereunder, the Contractor may petition for price redetermination for those job categories where the pay to the Contractor’s employees is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employees by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Procurement Services Director and Internal Auditor.

5.4. Fuel Price Redetermination. If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increases. Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities “Unleaded Gasoline - WPU057104” or “#2 diesel fuel - WPU057303,” as such
may be applicable to the Contractor’s operations in connection with the Contractor’s performance of the Agreement.

5.5. **Materials Price Redetermination.** At the anniversary date of the Agreement, the Contractor may petition the Director of Purchasing and Contracts for a materials price redetermination. As a condition of petitioning for a materials price increase, the Contractor shall be required to petition for a materials price redetermination decrease if/when the price of materials used by the Contractor in connection with the Agreement decreases. Failure to make such petition may be grounds for Agreement termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior materials price redetermination increases. Materials price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodity “Farm Products – PCU198200” as published by the Bureau of Labor Statistics.

All Price Redeterminations shall be calculated as demonstrated in this example:

Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wage, fuel, or material).

<table>
<thead>
<tr>
<th>Current applicable PPI</th>
<th>$200.50</th>
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<tbody>
<tr>
<td>Base index PPI</td>
<td>-$179.20</td>
</tr>
<tr>
<td>PPI increase dollars</td>
<td>$21.30</td>
</tr>
<tr>
<td>PPI increase percentage</td>
<td>11.9%</td>
</tr>
<tr>
<td>($21.30 ÷ $179.20 = .1189)</td>
<td></td>
</tr>
<tr>
<td>Unit cost of the service is:</td>
<td>$100.00</td>
</tr>
<tr>
<td>30% of $100.00 is directly attributed to the redetermination category</td>
<td>$30.00</td>
</tr>
<tr>
<td>$30.00 × 11.9% =</td>
<td>$3.57</td>
</tr>
<tr>
<td>New unit price is</td>
<td>$103.57</td>
</tr>
</tbody>
</table>

5.6. **Expiration Upon Failure to Agree to Price Redetermination.** If the County and the Contractor cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor’s initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

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