

**BACKGROUND**

The City of Ocala requires the services of an experienced Contractor to provide Deep Tine Aeration and Core Removal services on approximately sixty (60) acres of city sports fields. The City may have additional sports fields which would be serviced under this contract. Contractor shall provide all labor, materials, equipment, and supervision necessary to perform these services.

**LICENSING AND EXPERIENCE REQUIREMENTS**

1. **Experience Requirement:** Bidder must possess three (3) years' experience in providing Deep Tine Aeration and Core Removal services.

**INSURANCE REQUIREMENTS**

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

**CONTRACT TERM**

1. **Term:** The resulting contract will be for an initial term of three (3) years.
2. **Renewals:** One two (2) optional, one (1)-year renewal term
3. **Renewal Pricing Increases.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Vendor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
4. **Term:** Contractor will have seven (7) days after notice to proceed to complete this project.

**PROJECT SUMMARY**

1. **Project Summary:** The Contractor will be required to perform the following services for the City of Ocala:
  - Contractor shall utilize competent employees to perform the required services. At the request of the City, the Contractor shall replace any incompetent, unfaithful, abusive, or disorderly person in his or her employ.
  - Contractor shall be responsible for performing the work necessary to meet City standards in a safe, neat, and high-quality workman-like manner, using only accepted methods in carrying out the work and complying with all Federal, state, and local laws. All work shall conform to all existing governing authorities' codes and regulations. Work must be

accomplished with professional methods and standards of the trade. Contractor shall be responsible for the provision of adequate and proper safety precautions for both the workers and all persons in or around the work area.

- Contractor's employees must always wear shirts or badges which identify the company while working on City property. All vehicles belonging to Contractor must display the Contractor's company name prominently on the side.

### **Specifications**

#### **Deep Tine Aeration**

- Hollow type tines, able to remove all plugs from soil.
- Tines are to be three quarters of an inch (3/4") to one inch (1") in diameter.
- Coring depth shall be four inches (4") to six inches (6").
- Spacing shall be three inches (3") to four inches (4") on square.
- Able to aerate to up to .8 acres per hr. on 3.5" spacing.

#### **Core Removal**

- All cores shall be removed from playing surface upon completion of the aeration process.
- Cores and/or debris shall be disposed of on-site in an area designated by the City.

#### **Top Dressing**

- Top dresser must have rear distribution brush independent of the conveyor belt to always adjust for wet or dry soil sand types due to inclement weather.
- Large Flotation tires 433/18LL-16.1 or equivalent so as to not rut fields or damage turf while operating under different weather conditions.

#### **Phases**

- All work shall be done in scheduled phases of 4–5-acre increments.
2. **Working Hours:** The working hours for this project are 7 A.M. to 5 P.M. Contractor will coordinate this schedule with the City Project manager once contract has been executed. There will be no work on City-observed holidays or weekends. After-hours or weekend work must be approved in advance by the City Project Manager.

#### **Security**

- All work shall be done in scheduled phases of 4–5-acre increments.
3. **Street Closures:** The City will handle all street closures and notifications to local businesses and residences in the affected area.

### **CONTRACTOR EMPLOYEES AND EQUIPMENT**

1. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.

2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
5. Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
6. No smoking is allowed on City property or projects.
7. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
8. All company trucks must have a visible company name/logo on the outside of the vehicle.
9. **AMOUNTS DUE TO THE CITY.** Contractor/Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Contractor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.

### CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State and Federal laws, policies, procedures, and guidelines.
2. The Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at their expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

### SUB-CONTRACTORS

1. Contractor must perform a minimum of 30% of the work with their own forces.
2. Services assigned to sub-Contractors must be approved in advance by the City Project Manager.

**SITE HOUSEKEEPING AND CLEANUP**

1. **Cleanup:** The Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:
  - A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
  - B. Work site will be completely cleaned after each day of work.
  - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
  - A. All furnishings and equipment shall be placed back in the original locations.
  - B. All work areas must be returned to original condition.
  - C. The Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

**SAFETY**

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.
4. Contractor shall be fully responsible for project security at the job site. Contractor shall secure all materials, equipment and tools used in the performance of these services.

**INVOICING**

1. All original invoices will be sent to: Kenneth McDuffie, Project Manager, Facilities Department, 1805 NE 30<sup>th</sup> Avenue, Building 200, Ocala, FL 34470, email: [kmcduffie@ocalafl.org](mailto:kmcduffie@ocalafl.org)
2. Contractor will invoice at least once a month.

**PRICING AND AWARD**

1. Bids must provide "Per Acre" cost for this project. Per Acre amount must include all direct and indirect costs to complete the project.
2. Award will be made to the lowest bidder meeting all requirements outlined herein. Pricing must be within industry standards.