BACKGROUND

The City of Ocala requires the services of an experienced Contractor to provide various types of sod, seed, and mulch on an as-needed basis. Goods may be picked up by the City from the Contractor's warehouse or farm. The Contractor may be requested to deliver and/or install sod when ordered by the City of Ocala. In addition, it is occasionally necessary for sod, seed, and mulch to be furnished and installed for various projects throughout the City of Ocala.

Contract Effective Date: This contract will be effective beginning on 1/2/2027.

EXPERIENCE REQUIREMENTS

1. **Experience Requirement:** Contractor must have a minimum of three (3) years' experience in providing and installing sod.

SUB-CONTRACTORS

1. Contractor must perform a minimum of 80% of services with their own workforce.

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. Any resulting contract will be for an initial term of three (3) years, with an optional two (2), and one (1) year renewal.

2. **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.

ANTICIPATED TASKS, DELIVERABLES AND HOURS

1. **Deliverables:** The Contractor shall provide monthly reports of all Task Work Orders in progress. The City of Ocala Project Manager shall accept deliverables before payment for such work.
2. When the City of Ocala is picking up sod, the Vendor's pick-up location must be within **50** miles of 110 SE Watula Ave (City Hall).
3. **Working Hours:** The normal/standard working hours for this project are 9:00 AM – 3:00 PM Monday through Friday, excluding holidays. The Contractor shall provide (forty-eight) 48-hour advance notice to the City Project Manager for work outside normal shift hours. The city may decline the request.

4. **Emergency Work Hours:** The Contractor must have available staff on-site and prepared to begin work within two (2) hours of notification of any work deemed "Emergency" (this includes all storm-related emergencies). If the work is not completed or staff is not on site by contract timelines the contract will be considered in default.

   A. Upon declaration of default, the City will have full power to appropriate or use any or all suitable and acceptable materials and equipment on the site and may enter an agreement with others to complete the work under the contract or may use other methods to complete the work acceptably. The City will charge all costs that the City incurs because of the Contractor's default, including the costs of completing the work under the contract, against the Contractor.

   B. If, after default notice by the City, and before any action by the City to otherwise complete the work under the contract, the Contractor establishes their intent to prosecute the work under the City's requirements, then the City may allow the Vendor to resume the work, in which case the City will deduct from any monies due or that may become due under the contract, any costs to the City incurred by the delay, or from any reason attributable to the delay.

PROJECT SPECIFICATIONS

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

1. **Sod:** Provide sod as specified, sand grown only, strongly rooted, not less than two (2) years
2. old, free of weeds and undesirable native grasses. Sod shall be machine cut to pad thickness
3. of ¾ (+/¼), excluding top growth and thatch. Contractor shall provide only sod capable of
4. vigorous growth and development when planted (viable, not dormant).
5. **Types:** Sod shall be St. Augustine Floritam and/or Bahia; it shall be well matted with roots.
6. **Seed and Mulch**: Provide seed and mulch as specified. All seed and sod shall meet the
7. requirements of the Florida Department of Agriculture and Consumer Services.
8. **Types**: Seed and mulch shall be Bahia.

DIMENSION

1. The sod shall be taken up in commercial size rectangles, preferably 16 "x 24", or as rolled sod at least 12" in width and length consistent with equipment and methods used to handle rolls and place the sod. Sod shall be minimum of 1 ¼" thick including a ¾" thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be biodegradable within a period of three (3) months from installation

CONDITIONS

1. The sod shall be sufficiently thick to secure a dense stand of live grass. The sod shall be live, fresh, and uninjured at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. All seed, sod, and mulch shall be free of noxious weeds, exotic pest plants, plant parts, and seeds. It shall be planted as soon as possible after digging and shall be shaded and kept moist from the time it is dug until it is planted. The source of the sod, seed, and mulch may be inspected and approved by the Public Works

Department prior to being cut for use in the work. After approval, the area from which the sod is to be harvested shall be closely mowed and raked as necessary to remove excessive top growth and debris.

Approved devices such as sod cutters, shall be used for cutting the sod and due care shall be exercised to retain the native soil intact.

No sod which has been cut for more than 72 hours may be used unless specifically authorized.

QUALITY INSPECTION/SCHEDULING

1. The City of Ocala Public Works Department staff may inspect the quality of sod to assure it meets specifications. All deliveries will be of similar quality or will be rejected.

2. All material pickups/deliveries shall be coordinated with the City of Ocala project manager, Brian Herrick, at 352-401-6927, email: bherrick@ocalafl.org.

INSTALLATION

1. Installation is to be completed within 10 calendar days of order. An e-mail is to be sent to the project manager.

LAYING SOD (IF APPLICABLE)

- Moisten prepared surface immediately prior to laying sod.
- Lay sod immediately after delivery to the site to prevent deterioration.
- Lay sod tight with no open joints visible, and no overlapping; stagger end joint 12 inches minimum. Do not stretch or overlap sod pieces must lay smooth.
- Place the top elevation of sod soil one (1) inch below adjoining edging, paving, or curbs.
- On slopes with a vertical rise of three (3) inches per foot of horizontal distance and steeper, lay sod perpendicular to the slope and secure every row with sod staples. Drive flush with the soil portion of the sod.
- All sod must be rolled when installed and fertilized to promote proper growth.
- All sod must be free from any insects such as ants, worms, chinch bugs, or any other growth inhibitors.

CITY OF OCALA RESPONSIBILITIES

1. **Access.** The City shall provide the Contractor with access to City buildings, facilities, and work sites as necessary to perform the work, subject to the City's security, safety, and scheduling requirements.
2. **City-furnished materials.** The City may, at its discretion, purchase materials for the Contractor to install. The Contractor shall not charge a mark-up, handling, or similar fee on City-furnished materials. The Contractor shall be responsible for the proper receipt, storage, and handling of City-

furnished materials once delivered, and for the cost of replacing any such materials that are lost, damaged, or wasted through the Contractor's negligence.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. The Contractor is an independent contractor and not an agent, representative, partner, or employee of the City of Ocala. The Contractor shall control its operations at the work site and is solely responsible for the acts and omissions of its employees.

2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor shall provide a valid telephone number and address to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.

3. 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.

4. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.

5. Each crew shall have at least one member on site who can communicate in English.

6. All vehicles must have the company logo visible on the outside of the vehicle. All workers must wear a company shirt or name badge with the company name.

7. Employees shall wear suitable clothing and the personal protective equipment required by OSHA, and shall maintain a clean, professional appearance as job conditions permit.

8. No smoking is allowed on City property or projects.

9. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.

10. The Contractor shall provide all equipment necessary to perform the work and shall furnish a list of equipment to the City upon request. Contractor-owned equipment shall not be stored on City property.

CONTRACTOR RESPONSIBILITIES

1. **Compliance.** The Contractor shall perform all work in accordance with City of Ocala policies and procedures and all applicable local, state, and federal laws and regulations. All installations shall comply with the manufacturers' requirements and instructions.
2. **Licenses, equipment, and fees**. The Contractor shall obtain and pay for all licenses, additional equipment, dumping and disposal fees, and any other costs required to fulfill this contract.

3. **Damage to property.** The Contractor is responsible for all damage caused by its activities, including damage to buildings, curbing, pavement, landscaping, and irrigation systems. The Contractor shall repair or restore any damaged public or private property, at its own expense and to the City's satisfaction, within thirty (30) calendar days of the date the damage occurred.
4. **Reporting damage.** The Contractor shall immediately report any damage, including damage to underground utilities, to the Public Works Project Manager. If a gas line is damaged, the Contractor shall call 911 first and then notify the gas utility.
5. **Property owner requests.** If a property owner or their representative directs the Contractor to leave a property, the Contractor shall leave immediately and without confrontation and shall notify the Public Works Project Manager within 24 hours of the reason the work was not completed.
6. **Unattended work areas.** Any hole, pit, or equipment left unattended shall be secured with barricades, fencing, or other suitable protection so the area is safe.
7. **Subcontracted services.** Additional services such as ground-penetrating radar (GPR) shall be quoted and approved by the OEU Project Manager before the Notice to Proceed.

SITE HOUSEKEEPING AND CLEANUP

1. Remove all sod scraps, soil, palettes, stakes, and other materials from the site upon completion of the work-clean soil and clippings from all pavements.
2. **Daily cleanup.** The Contractor shall keep the work site free of accumulated waste materials and rubbish caused by its operations and employees, including by:
    a. Cleaning up as needed to prevent hazards or interference with operations and leaving the site neat.
    b. Completely cleaning the work site at the end of each workday.
    c. Disposing of all debris legally, at the Contractor's expense.
3. **Final cleanup and restoration.** Upon completion of the work, and before final acceptance and payment, the Contractor shall:
    a. Remove all surplus and discarded materials, rubbish, and temporary structures from the premises.
    b. Return all work areas to their original condition, including grading and sod, irrigation systems, landscaping and trees, and sidewalks, and replace any furnishings or equipment in their original locations.
    c. Repair or restore, to the City's satisfaction, all public and private property damaged during the work.
    d. Leave the work area neat and presentable.
4. **Debris.** All debris shall be removed from the premises. Construction debris and trash shall not be left or buried on site.

WARRANTY

1. Labor and sod installation shall have a warranty for a sixty (60) day period from the date of installation. Any defects identified shall be remedied immediately by the Contractor.

INVOICING

1. **Submission.** The Contractor shall send all original invoices to the Public Works Project Manager.
2. **Frequency.** The Contractor shall submit an invoice at least once per month for work completed during that period.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The quantities in the Price Proposal are estimated based on past annual usage and should not be construed as guaranteed minimums.
4. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.
6. Awarded Vendors shall comply with all applicable provisions of Section 787.06, Florida Statutes. Specifically, all non-governmental Vendors shall provide the City of Ocala with an affidavit signed by an officer or a representative under penalty of perjury attesting that the non-governmental entity does not use coercion for labor or services as defined in Section 786.06(2).
7. DUE TO THE CITY. Vendor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor/Vendor may be offset by any delinquent amounts due to the City or fees and/or charges owed to the City.
8. Vendor must be registered through the E-Verify system, confirming the eligibility of their employees to work in the United State