

EXHIBIT A – SCOPE OF WORK/SERVICES
19-0442, PAINTING, MARKING AND LINES FOR ATHLETIC FIELDS

Lake County Parks and Trails Division is seeking bids from vendors to provide on-call paint and chalking for ball fields, soccer fields, football fields and cricket fields at various Lake County Parks. The work to be done under this contract includes, but is not limited to, providing all labor, materials, supervision, equipment, incidentals and related items to complete the work in accordance with the specifications contained herein.

1. General Work Requirements:

1. Perform all work in accordance with applicable codes, local ordinances, and requirements of Lake County.
2. The vendor shall comply with all town/city/county ordinances concerning noise.
3. At no point shall the vendors work interfere with the day-to-day operations of the Park.
4. Work not installed in accordance with schematic layouts (See Attachment 3) shall be removed and replaced at the vendors expense.
5. Typical width of the field markings and lines are four (4) inches.

2. Paint requirements:

In 2014 Lake County approved standardization of the use of field striping paint manufactured by Pioneer Athletics. Pioneer Brite Stripe paint and White ball field chalk shall be the only paint used on County properties. **It is the vendor's responsibility to initial in Section 4, Certification of Standardization Acknowledgement that they acknowledge and agree to use only Pioneer Brite Stripe White field paint on all County projects.**

3. Paint Application Requirements:

Vendor shall:

- Verify and coordinate all work to field locations and dimension.
- Paint accurate field dimension as shown in Attachment 3.
- Use paint machines that provide a uniform spray at various pressures.
- Use enough paint to adequately cover the surface to avoid damage to the grass and increase costs.
- Use string to paint straight lines and crisp markings.
- Have material and equipment on hand and be available to provide services to multiple parks at the same time.
- Have white ball field chalk on hand for smaller areas.
- For best results, paint within forty-eight (48) hours of any event.
- When measuring for field lines always use a steel tape measure for the most accurate measurements.
- Thoroughly clean up after each painting day.
- Keep a bucket of warm water and towel close by to help remove overspray and errors.

4. Special Conditions:

North Lake Community Park and Minneola Athletic Complex both have an inner park route. All vehicular machines (limited to golf-cart/ATV sized vehicles) must drive using the County-assigned inner park route at these parks.

5. Demonstration of Equipment May Be Required During Evaluation

After receipt of offers by the County, the vendors may be required to demonstrate their specifically

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offered equipment to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the equipment in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The equipment used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer. Accordingly, the equipment used in the demonstration shall create an express warranty that the actual equipment to be provided by the vendor during the contract period shall conform to the equipment used in the demonstration. The vendor shall be required to provide adequate restitution to the County, in the manner prescribed by the County, if this warranty is violated during the term of the contract.

6. Deletion of Locations

Although this solicitation identifies specific locations to be serviced, it is hereby agreed and understood that any County department or agency may delete service location(s) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the vendor.

7. Dismissal of Unsatisfactory Employee

The Contractor shall only furnish workers who are competent and skilled for work under the contract. If, in the opinion of the County, an employee of the Contractor is incompetent or disorderly, continuously or periodically absent, refuses to perform in accordance with the contract specifications, threatens or uses abusive language while on County property, or is otherwise unsatisfactory, that employee must be removed at the request of the County from all work under the contract and a replacement must report for work to provide same services within twenty-four (24) hours.

8. "Equal" Product Cannot be Considered

The specific items listed in this solicitation are the only products that will be accepted under this solicitation because these items are formally approved/authorized by the County. Vendors desiring to submit comparative products for these items for inclusion future solicitations should submit samples to Procurement Representative shown in Section 2.0 of ITB. After testing, if the product is deemed acceptable, it will be included in the specifications and/or qualified products list on the next available solicitation. All samples for test purposes must be labeled with the vendor's name, previous or current solicitation number, and item number. Samples not so labeled will be considered unidentifiable and will not be eligible for testing purposes.

9. Furnish and Install Requirements

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or

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statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project.

10 Labor, Materials, and Equipment Must be Supplied by the Contractor

Unless otherwise stated in this solicitation the 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 will be subject to the inspection and approval of the County's Project Manager.

11. Personnel

The Contractor shall provide adequate personnel. In the event of sickness or any absence, the Contractor shall provide a substitute of equal skill.

The Contractor's employees shall meet or exceed each of the following requirements:

- A. Ability to project a professional image and deal effectively with the public, as this position will have high public exposure.
- B. Punctuality and attendance.
- C. Ability to follow instructions/directions and the ability to work independently after receiving instructions/directions. Physically and mentally able to perform the essential functions of this position.
- D. Dress Code: Uniform must be mandatory for all employees of the Contractor. A dress code for Contractor's employees must consist of shirt with company name, pants and work shoes/boots. Must be neat and clean in appearance.
- E. All workers must discharge their duties in a courteous and efficient manner.
- F. Speak English.
- G. Have a cell phone in good working order. This cell phone number must be provided to the Project Manager and must not be an additional cost to the County.
- H. Must perform the work at such times as to minimize disturbance or interference to resident convenience, activities, pedestrian or vehicle circulation.
- I. Must be an employee of the Contractor; subcontractors and day laborers are not acceptable.
- J. Must not be legally prohibited from being in proximity of children or public parks.

12. Safety

The vendor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (OSHA). The vendor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to persons or property.

13. Supervision

The Contractor shall provide necessary supervision for all work done on County property. The Contractor's Supervisors shall be literate and able to communicate fully in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel. Contractor's supervisor(s) shall also be capable of

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communicating fully with all employees in the event they do not speak English. The Project Manager will be the sole judge of the communication level. The supervisor(s) shall have a cell phone in good working order provided. This cell phone number shall be provided to the Project Manager.

14. Uniforms

The contractor and contractor's employees shall be neat and clean in appearance and shall wear a uniform that clearly identifies them as employees of the contractor.

15. Weather

Although weather may prevent the vendor from completing scheduled work on the designated workday, the vendor shall be expected to complete the necessary work on the first fair workday following.

16. Price Redeterminations

The Contractor may, but is not obligated to, 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.

- A. 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 the Employment Cost Index (ECI) 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. 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.
- B. 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 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.
- C. 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

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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. 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.

Current applicable ECI	\$200.50
Base index ECI	<u>- \$179.20</u>
ECI increase dollars	\$21.30
ECI increase percentage	11.9%
(\$21.30 ÷ \$179.20 = .1189)	
Unit cost of the service is:	\$100.00
30% of \$100.00 is directly attributed to the redetermination category	\$30.00
\$30.00 × 11.9% =	\$3.57
New unit price is	\$103.57
(\$100 + \$3.57)	

- D. 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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