1. **SCOPE OF SERVICES**

Provide and furnish all materials, equipment, and labor necessary for the maintenance and repairs of Lake County Parks Paved Trails and commons areas. Work shall include, but not limited to, mowing, detailed edging, blowing off, overhang trimming, trash pickup and disposal. All work will be done in a neat, safe and workman like manner by competent contractor’s personnel and preparations made in accordance with manufacturer’s recommendation and to the satisfaction of the Office of Parks and Trails. Good housekeeping, consistent with safety must be maintained. All trash shall be removed from the grounds prior to mowing.

Contractor shall visit all sites and become familiar with the location, amenities, and any conditions which may affect the completion of work. Additional information regarding the parks locations and amenities can be found at:

[Featured Parks | Lake County, FL (lakecountyfl.gov)](https://lakecountyfl.gov/parks-and-trails/parks)

Goods and services provided shall be in accordance with all governmental standards, to include but not limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1. **CONTRACTOR’S RESPONSIBILITIES**

Contractor shall:

* 1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
  2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
  3. Provide for certificate of competency / licensure for the application of any chemicals, to include pesticides, insecticides, and herbicides.
  4. Provide a neat and clean in appearance dress code for Contractor’s employees that consists of a shirt with company name, pants, and work shoes/boots.
  5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
  6. Be responsible for any lost keys / lock combinations and any inherent damages (i.e., re-keying of whole facility).
  7. Maintain the grounds in a clean, attractive, and uniformly manicured manner which will reflect favorably upon the County and the Contractor.
  8. Work shall be performed at a time that minimizes disturbance or interference to the paved trails visitor activities. Vehicles must give right of way to all trail users.
  9. Provide a monthly report on company letterhead indicating the actual time the park was opened and closed, and any comments or observations made.
     1. Safety concerns, vandalism, an any situations such as vehicles left on the trail after dark, etc. should be reported immediately to the County.
  10. Correct all apparent deficiencies within two (2) calendar day of any work that fails to conform to the specifications.
  11. Submit a monthly invoice by the tenth (10th) calendar day of each month to include the type of service provided.

1. **COUNTY RESPONSIBILITIES**

County will:

* 1. Provide an anticipated monthly schedule of lawn maintenance each month.
     1. Deviation from this schedule must be reported to the Office of Parks and Trails.
  2. Reserve the right to add or remove services in conjunction with the County’s needs.
  3. Reserves the right to add or remove plantings, trees, or additional amenities to the property.
  4. Reserves the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
  5. Reserves the right to request photographic documentation of each service providing corrective measures of unsatisfactory work at no additional cost to the County.
  6. Reserves the right to dismiss Contractor’s staff from trail areas for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

1. **GROUNDS MAINTENANCE**
   1. Contractor shall follow the [Florida Friendly Best Management Practices for protection of water resources by the Green Industries.](https://www.sfwmd.gov/sites/default/files/documents/fl_green_bmp.pdf)
   2. Contractor shall protect all existing structures, utilities, services, roads, trees, shrubbery, signage, and property against damage or interrupted services during operations.
   3. Contractor shall be responsible for the repair or replacement of property damaged during operations.
   4. **Detailed Mowing and Schedule:** 
      1. Detailed mowing, edging, weed eating, over-hang trimming and blowing off is permitted: Monday through Friday between the hours of 7:00 AM to 4:00 PM.
         1. **March through October** – Service is required once (1) per week.
         2. **November through February –** Service is required three (3) times per month or every ten (10) days.
      2. Mow schedules are an absolute minimum and may be altered based on need, temperature, rainfall, or other conditions that impact growth.
      3. Any alternation of the minimum schedule may be accomplished only with prior approval from the County.
      4. Trash and debris shall be removed and disposed of appropriately before mowing.
      5. Mowing ahead signage shall be placed while mowing each section.
      6. Mowing height of grass shall not exceed four (4) inches.
      7. The cut shall be clean, neat, with no streaks or scalping.
      8. Mowing widths shall vary and conform to the established mow lines, contours of landscaped areas, and preserved natural landscaping.
      9. Areas of different widths shall be mowed to have a smooth transition.
      10. Service areas determined to be unsatisfactory shall be re-mowed at no additional cost to the County and shall be completed within the original cycle period.
      11. Guidelines shall be adhered to that are enforced under the Lake County Code and Land Development Regulations.
   5. **Blowing off / Trash Pick Up / Removal:**
      1. Blowing off and Trash pickup shall be performed every Monday and Friday between 7:00 AM to 4:00 PM.
      2. If Monday and Friday fall on a holiday, services shall be performed on the next normal day immediately before or after.
      3. Trash and debris shall be removed and properly disposed of from the entire grounds before mowing is started.
      4. Trash and debris shall be removed within fifty (50) feet or to the near street or barrier, whichever is less on each side of the paved trail, to include all limbs, tree and palm branches.
      5. Trash containers shall be emptied by the Contractor during each visit.
      6. Trash bags shall be supplied by the Contractor and replaced as necessary.
      7. If at any time, the Contractor finds a downed tree or any other condition that is unsafe; the County shall be contacted immediately.
   6. **Detailed Edging:**
      1. Edge all plant beds, sidewalks, asphalt, driveways, parking lots, headers, retaining walls, utility boxes, fencing, poles, signage, and curbs on every cutting visit.
      2. Clippings must be picked up and properly disposed of and the remaining debris blown off all surfaces.
      3. Edging with herbicides is not permitted.
   7. **Herbicide/Insecticide Chemical Applications:**
      1. Herbicides should be used at a bare minimum to protect erosion and is not encouraged by Parks and Trails staff.
      2. All chemicals used, including herbicides, pesticides, or insecticides must be applied in accordance with the manufacturer’s instructions.
      3. All products shall be applied to ensure public safety.
      4. Contractor shall adhere to the State Board of Health and other local and federal regulations and is responsible for any damages caused by its spraying or broadcasting.
      5. Provide two complete sets of Material Safety Data Sheets (MSDS) of the product.
   8. **Overhang Trimming**:
      1. Trim all branches from tree limbs a minimum height of nine (9) feet from the highest ground level.
      2. Trim all branches from shrubs that hang or intrude into a walkway space on each mowing visit.
      3. Shrubs shall be trimmed back only enough to clear the walkway.
2. **MINIMUM EQUIPMENT**
   1. Contractor shall furnish all equipment necessary for satisfactory contract performance.
   2. Equipment must be of a suitable type and grade for the purpose.
   3. Equipment shall be in safe working order and properly maintained.
   4. Equipment is subject to inspection by the County.
   5. Equipment deemed by the County to be inoperable, unsafe, or improper for desired use, shall be removed from the premises the same day.
   6. The minimum required equipment and tools to provide services:
      1. Zero Turn Mower – 60 inch minimum
      2. Stick edger
      3. Blower – backpack or handheld
      4. String trimmer / weed eater
      5. Loppers- trim all light vegetation hanging onto trail
      6. Golf cart / utility vehicle (Vehicle access is allowed on existing access roads only).
      7. Cellphone
   7. Equipment shall be thoroughly cleaned with a pressure washer, by hand, or blower to reduce the spread of exotic vegetation before reaching the initial work site and prior to leaving each work site.
      1. Including but not limited to, vehicles, trailers, ATVs, and chippers.
      2. Vehicles, such as golf carts and ATVs shall be allowed on pre-made vehicular paths only.
      3. Vehicles larger than specified are not allowed.
3. **LIQUIDATED DAMAGES**
   1. County will suffer a financial loss if the work is not completed within the specified time.
   2. Deficiencies that have been noted and not remedied within the specified time shall be assessed liquidated damages for each calendar day the remedies have not been completed.
      1. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.
   3. Services shall be deemed complete on the date the deficiencies are considered complete to the satisfaction of the County.
   4. Liquidated Damages will be as set forth in the following table:

|  |  |
| --- | --- |
| **Monthly Service/Project Amount** | **Daily Charge (Per Calendar Day)** |
| $5,000 and under | $25 |
| Over $5,000 but less than $10,000 | $65 |
| $10,000 or more but less than $20,000 | $91 |
| $20,000 or more but less than $30,000 | $121 |
| $30,000 or more but less than $40,000 | $166 |
| $40,000 or more but less than $50,000 | $228 |
| $50,001 or more | $250 |

* 1. The County will retain from the compensation to be paid to the Contractor a daily fee based on the monthly cost for service outlined in Attachment 2 – Pricing Sheet.
     1. Example: The monthly cost to complete all services is fifteen hundred dollars ($1,500) per month. Deficiencies have been noted and not completed for four (4) days after the specified time. The liquidated damages that shall be assessed will be $25.00 per day that the work is not completed. ($25.00 per day x 4 days = $100 assessment for liquidated damages).
  2. If the deficiencies have not been remedied, the Contractor shall stop work on any other project or service to the County until the deficiencies are complete and the Liquidated damages Sum is satisfied.

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