1. **SCOPE OF SERVICES**

Provide and furnish all materials, equipment, and labor necessary for the maintenance and repairs of Lake County Parks unpaved trails and common areas. Work shall include, but not be limited to mowing, detailed edging, blowing off, overhang trimming, trash pickup and disposal. All work shall be completed 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 shall be maintained. All trash shall be removed from the grounds prior to mowing.

Services shall support the management of sites in an effort of ecosystem management, restoration, species conservation, resource protection, and landscape maintenance in conjunction with the County’s needs. Contractor shall work cohesively with multiple agencies including, Florida Forest Service, USDA, SJRWMD, FDEP, ACOE and any other agency performing other tasks.

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)

This is an indefinite quantity contract with no guaranteed services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this Invitation to Bid. All 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 certificate of competency / licensure for the application of any chemicals, to include pesticides, insecticides, and herbicides.
  3. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
  4. Provide a dress code for Contractor’s employees that consist of 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 or lock combinations and any inherent damages (i.e, re-keying of whole facility.
  7. Maintain the grounds in an attractive and uniformly manicured manner which will reflect favorably upon the County and the Contractor.
  8. Protect all existing structures, utilities, services, roads, trees, shrubbery, and property against damage or interrupted services.
     1. Contractor shall be responsible for the repair or replacement of property damaged during operations.
  9. Work shall be performed at a time that minimizes disturbance or interference to park visitor activities.
  10. Perform a preliminary condition survey of all items in need of maintenance.
  11. Immediately report any unsafe conditions/hazards, erosion, vandalism, illegal dumping, or property/natural resource damage.
  12. Correct all apparent deficiencies within two (2) calendar days of any work that fails to conform to the specifications.
  13. Submit a monthly itemized invoice by the tenth (10th) calendar day of each month to include the type of service provided.

1. **COUNTY RESPONSIBILITIES**

County will:

* 1. Reserve the right to add or remove services or park locations in conjunction with the County’s needs.
  2. Reserves the right to award to one or more vendors.
  3. Reserves the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
  4. Reserves the right to dismiss Contractor’s staff from park grounds for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

1. **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.
   6. The minimum required 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.
   7. All 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. Staging areas are designated for reach site where equipment is to be off loaded and cleaned prior to departure.
   8. Vehicles, such as golf carts and ATVs shall be allowed on pre-made vehicular paths only.
      1. Vehicles larger than specified are not allowed.
2. **GROUNDS MAINTENANCE**

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)

**5.1. Minimum mowing schedule:**

* + 1. Mowing work, 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.
    2. No work shall commence on Saturdays, Sundays, or Holidays, unless otherwise directed by the County.
    3. Contractors shall provide a routine interval mow schedule and progress report of the previous day’s work and anticipated work each day before 9:00 am. (emailed preferred)
    4. Mow schedules are an absolute minimum and may be altered based on need, temperature, rainfall, or other conditions that impact growth.
    5. Any alternation of this minimum schedule may be accomplished only with prior approval from the County.
    6. All turf areas shall remain well-maintained and manicured.
    7. Mowing height of grass must not exceed four (4) inches.
    8. Mowing widths shall vary from hand trimmed footpaths to eight (8) feet wide.
    9. Mowing ahead signage shall be placed while mowing each section.
    10. Guidelines enforced under the Lake County Code and Land Development Regulations shall be adhered to at all times.
  1. **Detailed Mowing – November through April:**
     1. Mow all areas every fifteen (15) days or two (2) times per month.
  2. **Detailed Mowing – May through August:**
     1. Mow all turf areas every five (5) to six (6) days or five (5) times per month at even intervals.
  3. **Detailed Mowing – September through October:**
     1. Mow all turf areas once (1) a week or four (4) times per month at even intervals.
  4. **Detailed Edging:**
     1. Edge all plant beds, sidewalks, asphalt, driveways, parking lots, headers, rubber surfaces and 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.
  5. **Detailed Weed Eating Trimming:**
     1. Weed Eating Trimming on footpaths, in parking areas, under fencing, around structures, signage, and kiosks without damaging resources.
     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.
     4. Detailed Hand Weeding and light mulching of native plant demonstration areas / parking areas (Ferndale and PEAR Park only).
  6. **Overhang Trimming**:
     1. Trim all branches from tree limbs a minimum height of nine (9) feet from the ground.
     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 until the next scheduled visit.
  7. **Trash Pick-up / Blowing-off:**
     1. Trash and debris shall be removed and disposed of appropriately before mowing.
     2. Trash and debris shall be removed within fifty (50) feet or to the natural barrier, whichever is less and disposed of appropriately before mowing.
     3. Trash barrels shall be emptied, and trash bags replaced during each visit.
     4. All paved & concrete areas must be blown off, including sidewalks, driveways, boardwalks, roads, parking area, poured in place rubber surfaces (including all Miracle field playing surfaces) pavilion, fishing pier, playground equipment, asphalt trail and restroom areas.
     5. Blowing off trail is required every Monday and Friday unless a holiday, then must be performed on the next normal day. (Example Monday Holiday, Tuesday trail must be blown off) and each day of mowing, weed eating, and edging.
  8. **Chemical Applications:**
     1. All chemicals used, including herbicides, pesticides, or insecticides must be applied in accordance with the manufacturer’s instructions.
     2. All products shall be applied to ensure public safety.
     3. 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.
     4. Provide two complete sets of Material Safety Data Sheets (MSDS) of the product.
     5. Selective spot treatment of non-native invasive plants along trails for 3 FT. out along each side of the trail.
     6. Plants to be identified and marked by the Office of Parks and Trails site manager. Treatment to be performed as needed by the direction of the County.

1. **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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