1. **SCOPE OF SERVICES**

Provide cemetery grounds maintenance and related services. Work shall include, but not limited to mowing, weed eating, blowing off, overhang trimming, trash removal and disposal. Good housekeeping, consistent with safety shall be maintained. All trash shall be removed from the grounds prior to mowing. Vendors are required to visit all sites and become familiar with any conditions which may affect the completion of work prior to submitting bid pricing.

This is an indefinite quantity contract with no guarantee that 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 solicitation. 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. Visit all sites and become familiar with the location, amenities, and any conditions which may affect the completion of work or equipment, materials, and labor required.
  2. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
  3. Provide for certificate of competency / licensure for the application of any chemicals, to include pesticides, insecticides, and herbicides.
  4. Comply with all sections of Chapter 482, Florida Statues (F.S.) regarding pest control services, including proper licensure.
  5. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
  6. Provide a dress code for Contractor’s employees that consist of shirt with company name, pants, and work shoes/boots.
  7. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
  8. Be responsible for any lost keys or lock combinations and any inherent damages (i.e, lock replacement).
  9. Maintain the grounds in safe and attractive manner which will reflect favorably upon the County and the Contractor.
  10. Protect all existing structures, utilities, services, roads, trees, shrubbery, and property against damage or interrupted services.
  11. Be responsible for the repair or replacement of property damaged during operations.
  12. Work shall be performed at times minimizing disturbance/interference to visitor activities.
  13. Perform a preliminary condition survey of all items in need of maintenance.
  14. Immediately report any unsafe conditions/hazards, erosion, vandalism, illegal dumping, or property/natural resource damage.
  15. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.

1. **COUNTY RESPONSIBILITIES**

County will:

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

1. **EQUIPMENT REQUIREMENT**
   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 equipment to provide services:
      1. Zero Turn Mower or other appropriate finish mower–60-inch minimum.
      2. Blower – backpack or handheld.
      3. String trimmer / weed eater.
      4. 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 each 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 adhere to the best practices found in the 2020 Best Management Practices for Protection of Water Resources by the Green Industries (GI-BMP Manual), or most current version, as updated by UF-IFAS. Copies of the current GI-BMP Manual can be accessed in English and Spanish at: <https://ffl.ifas.ufl.edu/ffl-and-you/gi-bmp-program/gi-bmp-manual/>.

**5.1. Minimum mowing schedule:**

* + 1. Mowing, trash removal, weed eating, over-hang trimming and blowing off is required on a weekly basis and 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. Trash shall be removed and properly disposed of prior to the commencement of work.
    7. All turf areas shall remain well-maintained.
    8. Mowing height shall be between a minimum of three (3) inches and a maximum of four (4) inches.
    9. Guidelines enforced under the Lake County Code and Land Development Regulations shall be always adhered to.
  1. **Blowing off / Trash Pick Up / Removal:**
     1. Blowing off shall be performed every Monday and Friday between 7:00 AM to 4:00 PM.
     2. Trash pickup shall be performed every Monday, Wednesday, and Friday, including holidays between 7:00 AM to 4:00 PM.
     3. If Monday and Friday fall on a holiday, services shall be performed on the next normal day immediately before or after.
     4. Trash and debris shall be removed and properly disposed of from the entire grounds before mowing is started.
     5. If at any time, the Contractor finds a downed tree or any other condition that is unsafe; the County shall be contacted immediately.
  2. **Detailed Edging:**
     1. Manually remove all weeds and extraneous vegetation from all beds and planted areas on every cutting visit.
     2. Concrete and asphalt walkways and driveways must be weeded; herbicide is acceptable for weed control only in these areas.
     3. Edge all plant beds, sidewalks, asphalt paths, driveways, parking lots, paved asphalt, concrete, headers, recycled plastic, retaining walls, utility boxes, curbs, flag poles, and gravestones / markers on every cutting visit.
     4. Clippings shall be picked up and properly disposed of and the remaining debris blown off all surfaces.
  3. **Overhang Trimming**:
     1. Trim all branches from tree limbs a minimum height of eight (8) feet above the ground.
     2. Trim all branches, including blooms, 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.
     4. Contractors shall notify the County of any trees that have fallen over the trail. County will be responsible for removal.
  4. **Chemical Applications:**
     1. Treatment shall be performed as needed in conjunction with the County’s needs by a licensed applicator.
     2. Chemicals shall include but not limited to herbicides, pesticides, and insecticides and shall 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 Safety Data Sheets (SDS) for the products used.

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** | **Daily Charge (Per Calendar Day)** |
| Debris and Trash Disposal | $50.00 |
| Opening and Closing of Parks | $100.00 |
| Fail to Wear Uniforms | $100.00 |
| Inspection of Deficiencies | $50.00 |
| Fail to Provide Daily Progress Reports | $50.00 |
| Damage to headstones (caused by contractor negligence) | Cost of repair or replacement |

* 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 services is fifteen hundred dollars ($1,500) per month. Deficiencies have been noted and not completed for four (4) days after the specified time. Liquidated damages assessed will be $25.00 per day the work is not completed. ($25.00 per day x 4 days = $100 assessment for liquidated damages).
  2. If the deficiencies are not remedied, Contractor shall stop work on any County projects/services until deficiencies are corrected and the liquidated damages sum is satisfied.

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