1. **SCOPE OF WORK**

Provide qualified labor, materials, equipment, fuel, and other incidentals for the maintenance of the Lake County Blueway Trail. This service includes, but is not limited to, marker and post maintenance/repair, inspection, and removal of vegetation in the sight lines of waterway signs, verify/update GPS coordinates (global positioning system) for waterway signs, and the repair or replacement of signs as needed.

This is an indefinite quantity contract with no guarantee services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s).

All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

1. **CONTRACTOR RESPONSIBILITIES**
   1. Provide adequate and appropriate labor, materials, supplies, equipment, and supervision for the performance of work.
   2. Provide all labor, fuel, materials, equipment, storage, supplies, and incidentals 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 Statutes (F.S.) regarding pest control services, including proper licensure.
   5. Provide 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. Maintain the area in an attractive and uniformly manicured manner which will reflect favorably upon the County and the Contractor.
   9. Make accommodations for County staff to accompany Contractor when conducting inspection and maintenance activities, including review and direction of work by Contractor, at no additional cost to the County.
   10. Protect all existing structures, utilities, services, 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 a time minimizing disturbance or 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. Responsible for removing and properly disposing of all debris removed from waterway, including vegetation removed during maintenance activities. Improper disposal of removed materials will be grounds for termination.
   16. Services shall be completed within fourteen (14) days of notice to proceed or as agreed with the County.
   17. Correct all apparent deficiencies within three (3) calendar days of any work that fails to conform to the specifications.
2. **COUNTY RESPONSIBILITIES**
   1. Reserves the right to employ more than one contractor.
   2. Reserves the right to add or remove services in conjunction with the County’s needs.
   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 for disorderly conduct or unsatisfactory performance in accordance with contract specifications.
3. **ANNUAL INSPECTION AND VEGETATION REMOVAL**
   1. **Marker Inspection (Annual Inspection)**
      1. Contractor shall inspect water trail markers and posts to ensure cleanliness, readability, proper placement within sight lines, and absence of vegetation.
      2. Contractor shall provide the County a detailed report, including photographs and marker numbers, describing the conditions of the trail, trail markers, and a list of all water trail markers and posts required to be repaired or replaced.
   2. **Vegetation Removal**
      1. Vegetation shall be treated, removed, or cut back in a twenty-by-twenty-foot perimeter (20 FT X 20 FT) from signs, marker, and posts or as permitted by Florida Wildlife Commission (FWC) or Florida Department of Environmental Protection (FDEP). Vegetation must be removed from the areas of removal and properly disposed of by the Contractor.
      2. Vegetation shall not be left in the water and properly disposed of by the Contractor.
      3. Equipment shall be clean and free of exotic plant and animal materials prior to arriving on at each site and shall be cleaned prior to leaving each site.
   3. Chemical Applications:
      1. Treatment shall be performed as needed in conjunction with the County’s needs.
      2. Chemical treatment shall not be applied without providing proof of chemical applicators licensure.
      3. Chemicals shall include but not limited to herbicides, pesticides, and insecticides and shall be applied in accordance with the manufacturer’s instructions.
      4. All products shall be applied to ensure public safety.
      5. 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.
      6. Provide Safety Data Sheets (SDS) for the products used.
4. **REPAIR AND GPS PLACEMENT**
   1. **Marker and Post Repair**
      1. Water trail markers or posts in poor condition shall be repaired or replaced.
      2. Temporary signage shall be provided wherever existing signage has been damaged, removed, or no longer visible or legible.
      3. Temporary markings shall be maintained until final markings are installed to ensure the safety of vessels on the fairway and in a way that the vessels navigating downstream may pass for the continuity of traffic, to give boat master’s clear and unambiguous indications concerning the direction and the limits of the fairway.
      4. Detailed report and photographs shall be supplied noting marker number of all water trail markers and posts repaired or replaced.
   2. **GPS Placement**
      1. Water trail markers shall be inspected for GPS placement within three (3) meters of markers or signs.
      2. Contractor shall move water trail markers as needed to ensure visibility within a twenty-by-twenty-foot perimeter (20 FT X 20 FT) and GPS placement.
      3. Contractor shall include this information on a report and submit on flash drive with photos and documents.
5. **LIQUIDATED DAMAGES**
   1. 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.
   2. Services shall be deemed complete on the date the deficiencies are considered complete to the satisfaction of the County.
   3. 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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