1. **CONTRACTOR RESPONSIBILITIES**

Contractor shall:

* 1. Provide competent, safe Bermudagrass mowing and maintenance services.
  2. Employ only skilled, qualified workers.
  3. Furnish all labor, approved equipment, fuel, ancillary items, and any other incidental costs, and supervision necessary for the services provided at Hickory Point Recreation Complex located at 27341 State Road 19, Tavares, FL 32778.
  4. Contractor shall perform work in accordance with all industry standards.
  5. Ensure all equipment used in the performance of this Contract is in safe working order and is properly maintained. Equipment is subject to inspection by LCWA Project Manager. Equipment deemed by LCWA to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at its own expense the same day of the determination.
  6. Be responsible for non-performance liquidated damages.
  7. Furnish all tools and equipment to complete daily projects timely and efficiently.
     1. The required tools to provide Bermudagrass mowing under this contract is:
        1. Reel Mower – 72 inch minimum
        2. Stick edger
        3. Blower – backpack or handheld
        4. String trimmer / weed eater
     2. The required tools to provide fertilization, weed control, and pest control is:
        1. Multi-pro spray equipment – 200 gallon minimum for liquid applications.
        2. Broadcast spreader for granular applications.
     3. The required tools to provide optional turf maintenance services is:
        1. Core aeration equipment (3-point tractor mounted)
        2. Verticutter (3-point tractor mounted)
        3. Topdresser

1. **SCOPE OF WORK**
   1. Bermudagrass Mowing and Detail Work
      1. The Contractor shall be responsible for the complete Bermudagrass mowing at Hickory Point Recreation Park. (Approximately 11 acres of Tifway 419 Bermudagrass turf).
      2. Bermudagrass mowing minimum mowing schedule:
         1. Contractor shall assume these schedules are an absolute minimum and shall be altered based on need, temperature, rainfall, or other conditions that impact growth.
         2. Contractor shall adhere to guidelines enforced under the Lake County Code and shall follow [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)
         3. All work shall be performed to finished completion, meaning any area mowed must also be properly weed-eated, edged, blown off, etc.
   2. Fertilization, Weed Control, and Pest Control – Contractor shall be responsible for the applications of fertilizers, herbicides, and insecticides necessary to maintain all Tifway 419 Bermudagrass turf / athletic fields in a safe, healthy, attractive, and uniform manner.
   3. Curfew Application – Soil samples shall be taken by contractor from Bermudagrass turf / athletic fields and an assay to monitor nematode populations must be submitted to the Office of Parks & Trails in May to determine if a Curfew application is necessary.
   4. Overseeding – Overseeding with Perennial Rye grass to be applied at 10 lbs. of seed per thousand square feet and must cover the entire Bermuda grass turf areas.
   5. Topdressing – Contractor shall be responsible for topdressing all Bermudagrass turf / athletic fields.
   6. Verticutting – Contractor shall be responsible for verticutting all Bermudagrass turf / athletic fields.

2.7 Aerating – Contractor shall be responsible for aerating all Bermudagrass turf / athletic fields.

1. **STAFFING**

Contractor’s supervisors and daily on-site employees shall meet or exceed the following requirements:

3.1 Ability to project a professional image and deal effectively with the public, as this position will have high public exposure. All workers must perform their duties in a courteous and efficient manner.

* 1. Shall be an employee of the Contractor. Subcontractors and day laborers are not acceptable.
  2. Contractor's employees shall be neat and clean in appearance and shall wear a uniform that clearly identifies them.
  3. Must be able to communicate in English.
  4. Ability to follow instructions/directions and the ability to work independently after receiving specific instructions. Must be physically and mentally able to perform the essential functions of this position.
  5. Attendance and punctuality are required daily. In the event of sickness or any absence, the Contractor shall provide a substitute of equal skill and competence.
  6. Must possess a cell phone in good working order with the phone number provided to LCWA Project Manager at no additional cost to LCWA.
  7. Must perform the work at such times as to minimize disturbance or interference to patron convenience, activities, pedestrian, or vehicle circulation/movement.
  8. Contractor’s employees are required to report any accidents or damage to their supervisor immediately. Supervisor must report such accident or damage to LCWA Project Manager within four hours.
  9. LCWA Project Manager may determine a contractor’s employee to be incompetent or disorderly, continuously, or periodically absent, refuses to perform in accordance with the Contract specifications, threatens or uses abusive language while on LCWA property, or is otherwise unsatisfactory. That employee shall be removed from all work under this Contract, or any other LCWA Contract and a replacement shall report for work to provide the same services within 24 hours of notification.

**4. STORAGE**

4.1LCWA will provide a very small area for daily use items (shovels, brooms, rakes); however, this area is not large enough for mowers.

* 1. Storage areas shall be used at the contractor’s own risk, as the LCWA is not responsible for theft of contractor’s items.
  2. Contractor shall provide equipment and a trailer to haul equipment as needed.

**5. DELIVERY REQUIREMENTS AND ACCEPTANCE**

5.1 Bermudagrass Mowing and Detail Work

5.1.1 Permitted Monday through Friday between the hours of 7:00 AM and 4:00 PM. No mowing is permitted on Saturdays, Sundays, or LCWA Holidays unless otherwise approved by LCWA Project Manager.

* + 1. All mowing equipment is to be cleaned to reduce the spread of invasive weeds by washing off mowers, etc. before performing work at the park.
    2. Contractor shall mow all Bermudagrass twice a week throughout the year, January through December.

5.1.4 Detailed edging – The Contractor shall edge all sidewalks, utility / irrigation valve boxes, and curbs that are adjacent to the Bermudagrass to maintain a clean, crisp, and consistent edge line every time mowing is performed. Edging with herbicides is not permitted.

5.1.5 The finished mowed height of the Bermudagrass shall be at least 1-1/4 inches above the ground or as directed by LCWA Project Manager. All turf areas should remain well-manicured. Any alterations to this minimum schedule shall be accomplished only with prior approval from LCWA Project Manager.

5.1.6 Mowing shall deliver a finished product that is even, with no streaks or scalping, and with uniform distribution of cuttings always. Areas too wet for proper mowing will be mowed when the ground has properly dried.

5.1.6 All sidewalks, driveways, paths, curbs, building areas and amenities (tables, benches, bleachers, trash cans, etc.) that are affected by work performed, will be blown free of debris after each mowing.

* 1. Fertilization, Weed Control, and Pest Control Program

5.2.1 The chemical lawn maintenance program shall cover the application of fertilizers, insecticides, and herbicides and all chemicals must be approved by the Office of Parks & Water Resources’ designated staff prior to use / application.

5.2.2 The amount and frequency of applications / treatments will be based on a combination of the monthly fertilization and pest control program, soil sample results, and consultation between the Contractor and LCWA Project Manager.

5.2.3 The sample monthly tasks schedule (See Exhibit F – Sample Fertilization and Pest Control Program) are the recommended minimum standards. Weather and soil sample results play the most important role in fertilizer recommendations including custom blended fertilizers and rates applied.

5.2.4 Soil testing / analysis (which includes, but is not limited to), testing the soil PH level and the analysis of the following nutrients that are present in the soil: Nitrogen, Zinc, Phosphorous, Potassium, Sulfur, Calcium, Magnesium, Iron, Boron, Manganese, Copper, Nickel, and Chlorine. Soil tests need to be conducted four (4) times per year at Contractor’s expense and as directed by the Office of Parks & Trails’ designated staff. All reports / results to be submitted to LCWA for review. LCWA reserves the right to change or modify the Fertilization and Pest Control Program accordingly.

5.2.5 An assay to monitor nematode populations in the soil shall be conducted in May. The Office of Parks and Water Resources’ designated staff will advise where the samples will be taken from. If nematode population is deemed to be unacceptable by LCWA staff, then a Curfew application must be applied at a unit price per acre in June.

5.2.6 Safety Data Sheets (SDS) and formulation breakdown of chemicals intended for use (i.e., granular or liquid, etc.) shall be provided by Contractor prior to use. Chemicals shall be applied in accordance with the manufacturer’s instructions found on the label and Contractor must abide by EPA, Federal, State, and Local rules, regulations, and laws.

5.2.7 Contractor shall notify the Office of Parks & Water Resources of all fertilization, herbicide, insecticide, or other applications / treatments at least 72 hours in advance of application, including notification of specific date and time the application will occur and signs must be posted at the time of application identifying the chemicals uses and detailing re-entry protocol.

5.2.8 If needed, Contractor shall re-treat infestation of pests, insects, and weeds at no additional cost to LCWA.

5.2.9 Contractor must hold and maintain all licensing required to complete all applications necessary.

5.2.10 Weed Control: LCWA reserves the right to have the contractor eradicate all invasive weeds by hand if chemical application is not affective after initial selected treatment at the Contractor’s expense. LCWA will make the final determination about whether the eradication of weeds by hand is necessary.

* 1. Curfew Application

5.3.1 An assay to monitor nematode populations in the soil shall be conducted in May. The Office of Parks & Trails designated staff will advise where the samples will be taken from. If nematode population is deemed to be unacceptable by LCWA staff, then a Curfew application must be applied at a unit price per acre in June.

* 1. Overseeding

5.4.1 Overseeding with Perennial Rye grass to be applied at 10 lbs. of seed per thousand square feet and must cover the entire Bermuda grass turf area. To minimize clumping, the seed should be applied at half the rate in one direction (North/South) and another half rate in the opposite direction (East/West). LCWA will make payment at the end of November and upon satisfactory results of the overseeding application.

* 1. Topdressing

5.5.1 All topdressing material shall adhere to the United States Golf Association recommendation.

5.5.2 Contractor shall submit a sand / particle size analysis and letter from testing laboratory before use.

5.5.3 Topdressing to be performed by Contractor as deemed necessary by LCWA staff which is typically 1 to 2 times per year.

5.5.4 Topdressing material:

5.4.4.1 Medium washed sand

5.4.4.2 Medium washed sand + 50% composted pine bark

* 1. Verticutting

5.6.1 Verticutting to be performed on all Bermudagrass turf once per year. LCWA reserves the right to choose from the following options:

5.6.1.1 Verticutting with clean-up (remove excess thatch from turf).

5.6.1.2 Verticutting without clean-up

* 1. Aeration

5.7.1 Aerating (roll or mechanical) to be performed on all Bermudagrass turf once per year. LCWA reserves the right to choose from the following options:

5.7.1.1 Core aeration with pick-up (cores removed from turf).

5.7.1.2 Core aeration with drag in (cores are broken up and distributed evenly on the turf).

1. **LIQUIDATED DAMAGES**

6.1. LCWA and the Contractor recognize that, since time is of the essence during the term of the contract, the LCWA will suffer loss if the work is not completed within the time specified in Exhibit A, Scope of Work. Each week, the LCWA will notify the Contractor by e-mail of the services not provided as stated in the Scope of Work, and the LCWA shall be entitled to assess liquidated damages for each calendar day that services are not provided as stated in the Scope of Work. The Contractor hereby waives and relinquishes any right which it may have to seek to characterize the liquidated damages and the LCWA shall retain the cost per day amount shown below for each calendar day services were not provided as stated in the Scope of Work, and the Contractor’s monthly invoice will be reduced by the amount retained.

|  |  |
| --- | --- |
| 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 |

6.2. LCWA will retain from the compensation to be paid to the Contractor the above-described sum. If Contractor is in default for not completing work within the time specified, LCWA may require Contractor to stop work on any project or service to LCWA until the work specified in this Agreement is complete and the liquidated damages sum is satisfied.

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