The Lake County Water Authority (LCWA) is responsible for the care and management of Lake County’s Natural Resources as it pertains to the county’s water resources. The Lake County Board of County Commissioners’ Parks and Water Resources department manages the care of these resources for LCWA through a management services agreement. With this, the LCWA Project Manager will be a member of the Lake County Board of County Commissioners’ staff acting as a designee for the execution of all LCWA projects.

1. **SCOPE OF SERVICES**
   1. Provide unpaved trails, ground maintenance and related services for the LCWA. Work shall include but not be 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 prior to mowing.
   2. Services shall be completed in a manner consistent with industry standards, best practices for ecosystem management, restoration, species conservation, resource protection, landscape maintenance, and in conjunction with the LCWA’s needs. Contracted shall work cohesively with multiple agencies including Florida Forest Service, USDA, SJRWMD, FDEP, ACOE, FDACS, and any other agency performing other tasks on the grounds.
   3. This is an indefinite quantity contract with no guaranteed service required. The LCWA does not guarantee a minimum or maximum dollar amount to be expanded on any contracts resulting from this solicitation. All goods and services provided shall be in accordance with all governmental standards, to include but be limited to, those issued by the Occupational Safety and Health Administration (OSHA), National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).
2. **CONTRACTOR’S RESPONSIBILITIES**

Contractor shall:

* 1. Visit all sites and become familiar with the location, amenities, and any conditions which may affect 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 skilled, qualified, and English-speaking staff with a cell phone in good working order.
  4. Provide knowledge of native and non-native plants to minimize the spread of invasive species.
  5. Provide a dress code for employees that consists of a shirt with company name, pants, work boots/shoes.
  6. Any vehicles utilized by the contractor should be clearly marked with the company name.
  7. Provide 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. re-keying of whole facility).
  9. Maintain the grounds in a safe and attractive manner which will reflect favorably upon the LCWA and the contractor. Protect all existing structures, utilities, services, roads, trees shrubbery, and property against damage or interrupted services.
  10. Be responsible for the repair or replacement of property damaged during operations.
  11. Work shall be performed at times minimizing disturbance/interference to visitor activities.
  12. Perform a preliminary condition survey of all items in need of maintenance.
  13. Immediately report any unsafe conditions/hazards, erosion, vandalism, illegal dumping, or property/natural resource damage.
  14. Correct all deficiencies within two (2) calendar days of any work identified that fails to conform to specifications.
  15. Submit a monthly itemized invoice by the tenth (10th) of each month to include the type of services provided.
  16. Patron and pedestrian interactions:
      1. Contractor must understand that while maintenance is being performed on site, the site will remain open to the public.
      2. Contractor’s staff will yield all right-of-way to patrons. If being approached by a patron, staff will either turn off equipment (if passing each other on a trail) or move to the other side of the area if that can produce more than a twenty-five (25) foot buffer between the operational equipment and the patron.
      3. Contractor and staff will turn off equipment if any patron of the site is within twenty-five (25) feet of any operating equipment.
      4. Contractor and staff will remain conscientious of non-human, non-native visitors the site (i.e. dogs and horses) since there is a wide variety of activities occurring on a daily basis. Care should be taken to not “spook” or “scare” these animals as doing so could cause inadvertent but serious harm to themselves or others.

1. **LCWA RESPONSIBILITIES**
   1. Reserve the right to add or remove services or park locations in conjunction with the LCWA’s needs.
   2. Reserve the right to award one or more vendors.
   3. Reserve the right to inspect and approve or reject all materials, 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.
2. **EQUIPMENT REQUIREMENTS**
   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 LCWA Project Manager.
   5. Some equipment used will be subject to the contractor’s discretion as to type and size. The LCWA reserves the right to reject and prohibit the use of certain equipment is the LCWA Project Manager makes the determination that the equipment is inappropriate or causing negative/harmful impact to the site. (i.e. If a contractor is using a large tractor that causes rutting of the ground, the LCWA Project Manager will prohibit the use of that tractor for the site/area that it is damaging. The tractor may still have use in another more appropriate location instead of the site it is damaging and would still be allowed in those alternate locations.)
   6. Equipment deemed by the LCWA Project Manager to be inoperable, unsafe, or improper for desired use, shall be removed from the premises.
   7. All equipment shall be thoroughly cleaned with a pressure washer, by hand, or blower to reduce the spread of invasive vegetation before reaching the initial worksite as well as prior to leaving each work site.
      1. This in inclusive but not limited to mowers, vehicles, trailers, ATV’s, etc.
      2. A staging area should be designated at each site, approved by the LCWA Project Manager, to provide a location to properly load/unload and decontaminate equipment.
   8. Minimum tool requirements to provide services include, not are not limited to:
      1. Zero-turn mower and/or appropriate finish mower
      2. Blower - backpack and/or handheld
      3. String trimmer or “weed eater”
      4. Loppers for light vegetation
      5. Chainsaws and/or pole saws for arborist cuts.
   9. Vehicles (carts, ATV’s, etc..) should only traverse premade vehicular paths.
   10. Vehicles should never travel on a path where the trail width is narrower than the breadth of the vehicle or its wheelbase.
   11. Fire Line Maintenance is NOT a part of this scope except for certain sections of fire line that double as a portion of the unpaved trail. In these cases, only the section of the fire line that doubles as a trail will be addressed under this contract. The remainder of the fire line will be maintained under a different contract’s scope. Refer to the “Trail Maintenance Maps” for more information.
3. **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 recent 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/>.

* 1. Trash removal and disposal
     1. Trash shall be removed and properly disposed of prior to the commencement of work.
     2. Contractor shall be responsible for providing trash bags and for the appropriate off-sit removal of the trash at the Contractor’s expense.
  2. Minimum mowing schedule
     1. Mowing, trash removal, weed eating, overhang trimming, and blowing off are 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 LCWA Project Manager.
     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. (preferred method of transmittal is via email)
     4. Mow schedules are an absolute minimum and may be altered based on need, temperature, rainfall or other conditions that impact growth.
     5. Any alteration of this minimum schedule may be accomplished only with prior approval from the LCWA Project Manager.
     6. All turf areas shall remain well maintained.
     7. Mowing height shall be between a minimum of three (3) inches and a maximum of four (4) inches. (Note: Three inches is the length of the grass left after a pass of the mower while actively mowing, NOT a setting of “3” on a mower deck. The contractor will be responsible for identifying which settings on the mower decks will leave a minimum of three [3] inches of grass. These settings may differ from model to model of mower equipment.)
     8. Trail widths vary from hand trimmed foot paths approximately three (3) feet wide to wide walking or horse-riding trails up to eight (8) feet wide. Trail widths may vary depending on their intended purpose. For specific trail dimensions refer to the “Trail Maintenance Maps”.
     9. “Mowing Ahead” signage shall be placed on the trail head during active maintenance of the area.
     10. Guidelines enforced under the Lake County Code and Land Development Regulations shall always be adhered to.
     11. In certain sites, the “Right of Way” management is not performed by the local municipality. In these few instances the LCWA holds the responsibility for Right of Way maintenance. These specific sites can be identified on the “Trail Maintenance Maps”.
     12. Best Practice Monitoring should occur every day services are provided.
         1. When mowing, mower blades should be turned off when traveling over sandy areas. This will harm the area.
         2. When mowing, the blades should be turned off when moving from one grassy area to another grassy area. Leaf litter should not be mulched and ejected unnecessarily. This will harm the area.
         3. Do not blow off trails to remove leaf litter and/or pine needles from the walking paths. This will harm the area.
         4. When string trimming, never trim lower than the minimum three (3) inch grass height as outlined in this scope. Do not attempt to strip plants down to the root with a string trimmer. This will harm the area.
         5. Do not use heavy equipment such “brush hogs” or “lane sharks” unless specifically granted permission of the LCWA Project Manager. This will harm the area.
  3. Detailed Mowing – “November through April”
     1. Mow all areas two (2) times a month, approximately every fifteen (15) days
     2. The contractor shall submit pricing per month for servicing each site two (2) times per month during the months of November through April. (see pricing sheet)
  4. Detailed Mowing – “May through October”
     1. Mow each site once per week of each month of May through October at regular intervals (i.e. If a site is mowed on a Thursday, the next mow should not be conducted on the following Monday unless directed to by the LCWA Project Manager. If maintenance occurred on a Thursday, the next mow should occur the following week on Thursday if not a day before or after as is reasonable to conditions. Such as, the following Thursday is expected thunderstorms throughout the day.)
     2. Contractor shall submit pricing per month for servicing each site one (1) time per week per month, May through October. (see pricing sheet)
  5. Detailed Weed Eating/Trimming
     1. This should occur in conjunction with the mow schedule.
     2. Weed eating or string trimming should not be cut down below three (3) inches. Care should be taken to not strip the ground while string trimming.
     3. Weed eating/trimming on footpaths, in parking areas, under fencing, around structures, signage, and kiosks without damaging resources.
     4. Footpaths shall be trimmed three (3) feet wide.
     5. Clippings shall be blown off any paved or concrete surfaces where applicable. Clippings on natural ground must be left alone.
  6. Overhang Trimming
     1. This should occur in conjunction with the mow schedule.
     2. Trim all branches from tree limbs a minimum height of nine (9) feet from the ground.
        1. Trimming/pruning should follow the general guidelines for “arborist cuts”
        2. Cuts should be made in ways that do not damage the bark of the trees (i.e. the branch collar tearing from sawing without the use of a relief cut.)
        3. When trimming a branch all effort should be made to cut the whole of the intruding limb close to the trunk of the tree, while still leaving the branch collar intact to promote the healthy healing of the tree.
        4. When unable to make the cut by the trunk of the tree, the contractor will prune back to a section of the parent branch just above the node that is at least one third the diameter of the branch being cut.
        5. It is unacceptable to use gas powered (or electric) hedge trimmers to simply shave off the smaller, lower hanging branches and foliage.
     3. Trim all branches including blooms, from shrubs that hang or intrude into a walkway space on each mowing visit.
     4. Shrubs should only be trimmed enough to clear the walkway until the next scheduled visit.
     5. Contractor shall notify the LCWA of any trees that have fallen over the trail. LCWA will maintain the responsibility of removing the fallen tree.

1. **LIQUIDATED DAMAGES**
   1. LCWA will suffer 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 remedy has 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 complete on the date the deficiencies are considered complete to the satisfaction of LCWA.
   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. LCWA will retain from the compensation to be paid to the contractor’s daily fee based on the monthly cost for service outlined in the 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 LCWA projects/services until deficiencies are corrected and the liquidated damages sum is satisfied.

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