



MODIFICATION OF CONTRACT

Modification Number: Two (2) Effective Date: 4/1/2025	Contract Number: 22-419 Title: Bermuda Grass Athletic Fields / Turf Maintenance at Minneola Athletic Complex Effective Date: April 1, 2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: Gretchen.bechtel@LakeCountyFL.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Earthscapes Unlimited, Inc. Address: 1010 N Warnell Rd. City: Colman, FL 33521 ATTENTION: david@earthscapesunlimited.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	
INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and <u>return this form to Procurement Services within ten (10) days after receipt.</u> Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.	
DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two (2) annual terms to expire on 03/31/2027 or until new contract is awarded.	
CONTRACTOR SIGNATURE BLOCK Signature: <u>[Signature]</u> Print Name: <u>DAVID GRUBER</u> Title: <u>PRESIDENT</u> Date: <u>09/30/24</u> E-mail: <u>DAVID@EARTHSCAPESUNLIMITED.COM</u> Secondary E-mail: <u>SANDRAP@EARTHSCAPESUNLIMITED.COM</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, Contracting Officer II Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2024.10.03 07:25:56 -04'00'
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



MODIFICATION OF CONTRACT

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CONTRACTOR SIGNATURE BLOCK Signature: _____ Print Name: <u>David Gruber</u> Title: <u>President</u> Date: <u>11-30-22</u> E-mail: <u>David@earthscapesunlimited.com</u> Secondary E-mail: <u>Sandra@earthscapesunlimited.com</u>	LAKE COUNTY SIGNATURE BLOCK Signature: Gretchen Bechtel, CPPB, Contracting Officer II <div style="float: right; text-align: right;"> Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.12.05 14:56:09 -05'00' </div>
Distribution: Original – Bid File Copy – Contractor Contracting Officer	



CONTRACT NO. 22-419

For

Bermudagrass Athletic Fields/Turf Maintenance at Minneola Athletic Complex

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Earthscapes Unlimited, Inc.** (hereinafter "Contractor") to supply **bermuda grass turf maintenance at Minneola Athletic Complex** to the County pursuant to County Bid number 22-419 with any included addenda (hereinafter "Bid"), with an opening date of 12/22/2022, and Contractor's Bid response dated 12/22/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments:

Addendum 1

Exhibit A – Scope of Work with Exhibit E – Best Management Practices for Protection of Water Resources

Exhibit B – Insurance Requirements

Exhibit D – Minneola Athletic Complex Site Map

Exhibit F – Sample Fertilization and Pest Control program Monthly Task

Attachment 1 – Submittal Form with Attachment C – General Terms and Conditions

Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 4/1/2022 through 3/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Sandra Rogers

Senior Contracting Officer

Date: 04-12-2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department



12/10/2021

SOLICITATION: Clay, Bahia, & Bermuda Services at East Lake, North Lake, MAC, & PEAR Parks

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

NOTICE TO ALL VENDORS THAT ATTENDED THE MANDATORY PRE-PROPOSAL MEETING:

1. **CHANGE IN RECEIPT PROPOSAL DUE DATES:** This addendum changes the date for receipt of proposals to the following dates:

22-409, Detail Grooming and Maintenance of Clay Areas at East Lake Sports and Community Complex	12/22/2021
22-410, Detail Grooming and Maintenance of Clay Areas at North Lake Regional Park	12/22/2021
22-411, Detail Grooming and Maintenance of Clay Areas at Minneola Athletic Complex	12/22/2021
22-412, Detail Grooming and Maintenance of Clay Areas at PEAR Park	12/22/2021
22-413, Bahia Mowing at North Lake Regional Park	12/22/2021
22-414, Bahia Mowing at East Lake Sports and Community Complex	12/22/2021
22-415, Bahia Mowing at Minneola Athletic Complex	12/22/2021
22-416, Bahia Mowing at PEAR Park	12/22/2021
22-417, Bermudagrass Athletic Fields/ Turf Maintenance at North Lake Regional Park	12/22/2021
22-418, Bermudagrass Athletic Fields/Turf Maintenance at East Lake Sports and Community Complex	12/22/2021
22-419, Bermudagrass Athletic Fields/Turf Maintenance at Minneola Athletic Complex	12/22/2021
22-420, Bermudagrass Athletic Fields/Turf Maintenance at PEAR Park	12/22/2021

2. **ADDITIONAL INFORMATION:** As stated in the above-mentioned solicitations, Contractors that attended the scheduled mandatory pre-proposal meetings are qualified to respond to this solicitation. Responses from other vendors shall be deemed non-responsive.

3. **QUESTIONS/RESPONSES**

A. **Questions submitted for all solicitations stated above:**

Q1. For 22-414, East Lake, will the Magnolia Leaf cleanup be part of the Bermuda contract, Bahia Contract or the Basic Park Maintenance price item?

- R1. Bermudagrass contractor will be responsible for any tree debris clean up around baseball, softball, and multi-purpose fields which impacts the Bermudagrass mowing at all parks. Bahia grass contractor will be responsible for any tree debris clean up around baseball, softball, and multi-purpose fields which impacts the Bahia grass mowing and all concrete areas at all parks.
- Q2. Can you please supply a link of the current mowing contracts, or is there a budget for each of the projects?
- R2. The current contracts can be found below, however the scopes are not the same.
 North Lake Regional Park:
https://c.lakecountyfl.gov/ProcurementDocuments/term-supply_contracts/21-0401.pdf
 East Lake Sports and Community Complex:
https://c.lakecountyfl.gov/ProcurementDocuments/term-supply_contracts/21-0402.pdf
 Minneola Athletic Complex:
https://c.lakecountyfl.gov/ProcurementDocuments/term-supply_contracts/21-0403.pdf
 PEAR Park:
https://c.lakecountyfl.gov/ProcurementDocuments/term-supply_contracts/21-0404.pdf
- Q3. Are these solicitation's going out because of service issues or concerns with the current vendor, or is the current contract expiring soon?
- R3. The scopes have been revised to have clear expectations.
- Q4. Do you have an annual landscape budget for the parks that you can share?
- R4. No.
- Q5. Besides the mandatory pre-proposal conference, are there any other required meetings?
- R5. All required meetings are as shown in the solicitation document.

B. Questions submitted for the following solicitations are listed below:

- 22-409, Detail Grooming and Maintenance of Clay Areas at East Lake Sports and Community Complex
 22-410, Detail Grooming and Maintenance of Clay Areas at North Lake Regional Park
 22-411, Detail Grooming and Maintenance of Clay Areas at Minneola Athletic Complex
 22-412, Detail Grooming and Maintenance of Clay Areas at PEAR Park

- Q6. Under the Scope Of Work, daily grooming is to be completed by 12pm. Can this time be extended due to the amount of work to be completed in that time frame?
- R6. The Scope of Work will be revised to show that the Contractor will have until 2:00 PM to complete the clay grooming of the infield clay. Warm up areas and warning tracks are to be completed by 4:00 PM. On weekends, when games are scheduled, fields will need to be groomed by 9:00 AM.

C. Questions submitted for the following solicitations are listed below:

- 22-413, Bahia Mowing at North Lake Regional Park
 22-414, Bahia Mowing at East Lake Sports and Community Complex
 22-415, Bahia Mowing at Minneola Athletic Complex
 22-416, Bahia Mowing at PEAR Park

- Q7. Per the Pre-Bid walk today it was determined that the weeding of the beds, would be performed by county staff unless a Work Order was issued as an additional billable item, not in the normal scope of work?
- R7. That is correct.
- Q8. Will the normal trimming of shrubs, coning of grasses be completed by county park staff? Contractors are responsible for items overhanging sidewalks and curbs only?
- R8. That is correct.

- Q9. Need clarification on the mowing width on the West side of Roger Giles Road.
R9. The scope of work will be revised to show that we are asking that the contractor mows a strip 10 feet wide or up to the neighboring fence line on the West side of Roger Giles Road from the North boundary of the park to the South boundary. At the corner of Roger Giles Road and CR 450, we are requiring the contractor to mow the retention pond areas up to the neighboring property fence.
- Q10. Just to be clear, the new fire station that is being constructed at East Lake Community Park is NOT part of the RFP?
R10. Correct.
- Q11. Trimming of Shrubs, from the discussion today, County staff will perform normal trimming, coning of grasses and the contractors only responsibility is to trim back anything hanging over the sidewalks, curbs. Is this correct?
R11. See Exhibit A, Section 5.1.11.
- Q12. From our discussion at the pre-proposal meeting, County staff will perform all weeding of plant beds unless a workorder is sent out. This would be an additional billable job, not included in normal duties within the contract.
R12. See Exhibit A, Section 6.2.1. Any additional work will be billable utilizing Attachment 2, Optional Item 5.
- Q13. How many bathrooms are at each facility to maintain?
R13. 22-413, North Lake Regional Park: 5 buildings (12 restrooms) all different layouts / configurations.
22-414, East Lake Sports and Community Complex: 4 buildings (total of 9 restrooms)
22-415, Minneola Athletic Complex: 1 building (2 restrooms)
22-416, PEAR Park: 3 pre-fab buildings (8 restrooms)
- Q14. How many dog stations are at each facility to maintain?
R14. See Exhibit D, Site Plan for each park.
- Q15. Please clarify expectation/frequency for maintaining dog stations.
R15. See Exhibit A, Section 5.2.3.
- Q16. Who is in charge of maintaining the playgrounds?
R16. See Exhibit A, Additional Services Section's 6.2.1 and Section 6.2.3. This would not be considered routine maintenance.
- Q17. The Scope of Services lists several "porter type" work, like cleaning the restrooms, re-stocking, painting, turning lights on and off, etc. Will the landscape contract include the services?
R17. Yes, the Scope of Services is as shown in Exhibit A.
- Q18. The scope reads that basic park maintenance (portering type jobs) is included as part of the overall scope of work, but the pricing sheet reflects that as an option. Is this an optional service that can be provided, or is this to be included as part of the scope of work? The verbiage reads that it would be the County's option for a time slot, not necessarily an optional item all together as the pricing sheet leads to believe.
R18. See Exhibit A and Attachment 2 which are listed to show basic park maintenance at the County's optional time period of 6:00AM to 10:00PM, 6:00AM to 2:00PM or 2:00PM to 10:00PM. See RFP's Section 5.0, Method of Award.
- Q19. The Basic Park Maintenance requires the contractor to be onsite daily, including weekends and holidays. Is this correct?
R19. Yes.

- Q20. To confirm, both mulch and maintenance on irrigation systems are not included in this RFP?
R20. Correct.
- Q21. For 22-415, Minneola Athletic Complex, there are no tennis or basketball courts currently (as shown on the site plan). When will they be built?
R21. The 2 basketball courts are in place. Please bid as if the tennis courts are also in place.
- Q22. For 22-416, PEAR Park, it was mentioned at the pre-proposal meeting that there was a plan to pave areas within the park. Do we bid the project as it is now?
R22. Yes.

D. Question submitted for the following solicitations:

22-417, Bermudagrass Athletic Fields/ Turf Maintenance at North Lake Regional Park
22-418, Bermudagrass Athletic Fields/Turf Maintenance at East Lake Sports and Community Complex
22-419, Bermudagrass Athletic Fields/Turf Maintenance at Minneola Athletic Complex
22-420, Bermudagrass Athletic Fields/Turf Maintenance at PEAR Park

- Q23. I just want to clarify that only Reel type mowers are allowed to mow the Bermudagrass?
R23. See Exhibit A, Section 1.7.1.

ACKNOWLEDGEMENT

Firm Name: Earthscapes Unlimited Inc

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *David Gruber*

Date: 12-22-2021

Print Name: David Gruber

Title: President

Primary E-mail Address: david@earthscapesunlimited.com

Secondary E-mail Address: sandrap@earthscapesunlimited.com

**BERMUDAGRASS ATHLETIC FIELDS / TURF MAINTENANCE AT
MINNEOLA ATHLETIC COMPLEX**

1. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 1.1 Provide competent, safe Bermudagrass mowing and maintenance services.
- 1.2 Employ only skilled, qualified workers.
- 1.3 Furnish all labor, approved equipment, fuel, ancillary items, and any other incidental costs, and supervision necessary for the services provided at Minneola Athletic Complex located at 1300 Fosgate Road (13930 Education Avenue), Minneola, Florida 34715.
- 1.4 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 the County Project Manager. Equipment deemed by County 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.
- 1.5 Be responsible for non-performance liquidated damages.
- 1.6 Use storage area to store equipment, however, it shall be used at the Contractors own risk.
- 1.7 Furnish all tools and equipment to complete daily projects timely and efficiently.
 - 1.7.1 The required tools to provide Bermudagrass mowing under this contract is:
 - 1.7.1.1 Reel Mower – 72 inch minimum
 - 1.7.1.2 Stick edger
 - 1.7.1.3 Blower – backpack or handheld
 - 1.7.1.4 String trimmer / weed eater
 - 1.7.2 The required tools to provide fertilization, weed control, and pest control is:
 - 1.7.2.1 Multi-pro spray equipment – 200 gallon minimum for liquid applications
 - 1.7.2.2 Broadcast spreader for granular applications
 - 1.7.3 The required tools to provide optional turf maintenance services is:
 - 1.7.3.1 Core aeration equipment (3-point tractor mounted)
 - 1.7.3.2 Verticutter (3-point tractor mounted)
 - 1.7.3.3 Topdresser

2. SCOPE OF WORK

- 2.1 Bermudagrass Mowing and Detail Work
 - 2.1.1 The Contractor shall be responsible for the complete Bermudagrass mowing at Minneola Athletic Complex.
 - 2.1.2 Bermudagrass mowing minimum mowing schedule:
 - 2.1.2.1 Contractor shall assume these schedules are an absolute minimum and shall be altered based on need, temperature, rainfall, or other conditions that impact growth.
 - 2.1.2.2 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.](#)
 - 2.1.2.3 All work shall be performed to finished completion, meaning any area mowed must also be properly weed-eated, edged, blown off, etc.
- 2.2 Fertilization, Weed Control, and Pest Control
 - 2.2.1 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.
- 2.3 Curfew Application

**BERMUDAGRASS ATHLETIC FIELDS / TURF MAINTENANCE AT
MINNEOLA ATHLETIC COMPLEX**

- 2.3.1 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.
- 2.4 Overseeding
 - 2.4.1 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 areas.
- 2.5 Topdressing
 - 2.5.1 Contractor shall be responsible for topdressing all Bermudagrass turf / athletic fields.
- 2.6 Verticutting
 - 2.6.1 Contractor shall be responsible for verticutting all Bermudagrass turf / athletic fields.
- 2.7 Aerating
 - 2.7.1 Contractor shall be responsible for aerating all Bermudagrass turf / athletic fields.

3. 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.
- 3.2 Shall be an employee of the Contractor. Subcontractors and day laborers are not acceptable.
- 3.3 Contractor's employees shall be neat and clean in appearance and shall wear a uniform that clearly identifies them.
- 3.4 Must be able to communicate in English.
- 3.5 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.
- 3.6 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.
- 3.7 Must possess a cell phone in good working order with the phone number provided to County Project Manager at no additional cost to the County.
- 3.8 Must perform the work at such times as to minimize disturbance or interference to patron convenience, activities, pedestrian, or vehicle circulation/movement.
- 3.9 Contractor's employees are required to report any accidents or damage to their supervisor immediately. Supervisor must report such accident or damage to County Project Manager within four hours.
- 3.10 County 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 County property, or is otherwise unsatisfactory. That employee shall be removed from all work under this Contract, or any other County Contract and a replacement shall report for work to provide the same services within 24 hours of notification.

4. COUNTY RESPONSIBILITIES

- 4.1 The County will provide a storage area for the contractor to store equipment.

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 County Holidays unless otherwise approved by County Project Manager.

**BERMUDAGRASS ATHLETIC FIELDS / TURF MAINTENANCE AT
MINNEOLA ATHLETIC COMPLEX**

- 5.1.2 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.
- 5.1.3 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.
Note: The edging of the turf adjacent to the clay areas on baseball / softball fields will be the responsibility of the Contractor who holds the Clay Services contract.
- 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 County Project Manager. All turf areas should remain well-manicured. Any alterations to this minimum schedule shall be accomplished only with prior approval from County 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, dugouts, 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.
- 5.2 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 & Trails' 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 the County 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 the County for review. The County 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 Trails designated staff will advise where the samples will be taken from. If nematode population is deemed to be unacceptable by County Park 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.

**BERMUDAGRASS ATHLETIC FIELDS / TURF MAINTENANCE AT
MINNEOLA ATHLETIC COMPLEX**

- 5.2.7 Contractor shall notify the Office of Parks & Trails 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 the County.
- 5.2.9 Contractor must hold and maintain all licensing required to complete all applications necessary.
- 5.2.10 Weed Control: The County 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. The County will make the final determination about whether the eradication of weeds by hand is necessary.
- 5.3 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 County Park staff, then a Curfew application must be applied at a unit price per acre in June.
- 5.4 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). County will make payment at the end of November and upon satisfactory results of the overseeding application.
- 5.5 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 County 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 field sand
 - 5.4.4.3 Medium washed sand + 50% composted pine bark
 - 5.4.4.4 Medium washed sand + 20 % native peat
- 5.6 Verticutting**
 - 5.6.1 Verticutting to be performed on all Bermudagrass turf once per year. The County 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
- 5.7 Aeration**
 - 5.7.1 Aerating (roll or mechanical) to be performed on all Bermudagrass turf once per year. The County 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).

**BERMUDAGRASS ATHLETIC FIELDS / TURF MAINTENANCE AT
MINNEOLA ATHLETIC COMPLEX**

6. LIQUIDATED DAMAGES

- 6.1 Lake County and the Contractor recognize that, since time is of the essence during the term of the contract, the County will suffer loss if the work is not completed within the time specified in Exhibit A, Scope of Work. Each week, the County will notify the Contractor by e-mail of the services not provided as stated in the Scope of Work, and the County 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 County shall retain the cost per day amount shown in Attachment 2 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.

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Vendor shall provide proof of insurance capabilities, including but not limited to, the requirements of this Solicitation. Coverage does not have to be in effect prior to a Purchase Order or Contract being executed by the County.

Awarded Vendor (Contractor) shall provide an original certificate of insurance reflecting coverage in accordance with the requirements of this Exhibit B within five working days of such request. It must be received and accepted by the County prior to contract execution and before work begins.

Contractor shall provide and maintain insurance policies with a company(ies) authorized to do business in the State of Florida, and which are acceptable to the County, insuring the Contractor against any and all claims, demands, or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services, or obligations of the Contractor under the terms and provisions of the Contract without cost or expense to the County during the entire term of any Contract. Contractor is responsible for timely provision of certificates of insurance to the County at the Certificate Holder address evidencing conformance with the Contract requirements at all times throughout the term of the Contract.

Such policies of insurance, and confirming certificates of insurance, must ensure the Contractor in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Coverage must be provided on a per project basis.

2. Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement to not hold the County responsible for any payment or compensation.

4. Employers' Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, must be named as additional insured as the County's interest may appear on all applicable liability insurance policies. With regards to General Liability, additional insured for ongoing operations (CG 2010 or equivalent) and products and completed operations (CG 2037 or equivalent) must be provided.

The certificates of insurance must provide for a minimum of thirty (30) days prior written notice

to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the County.

Contractor must provide a copy of all policy endorsements reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. *(Note: A simple COI WILL NOT be accepted in lieu of the policy endorsements).*

Certificates of insurance must identify the applicable solicitation number in the Description of Operations section of the Certificate. Certificate Holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

Certificates of insurance must evidence a waiver of subrogation in favor of the County, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

Contractor will be responsible for subcontractors and subcontractors' insurance. Subcontractors must provide certificates of insurance to the Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the County. At the option of the County, the insurer must reduce or eliminate such self-insured retentions, or the Contractor or subcontractor must procure a bond guaranteeing payment of losses and related claims expenses.

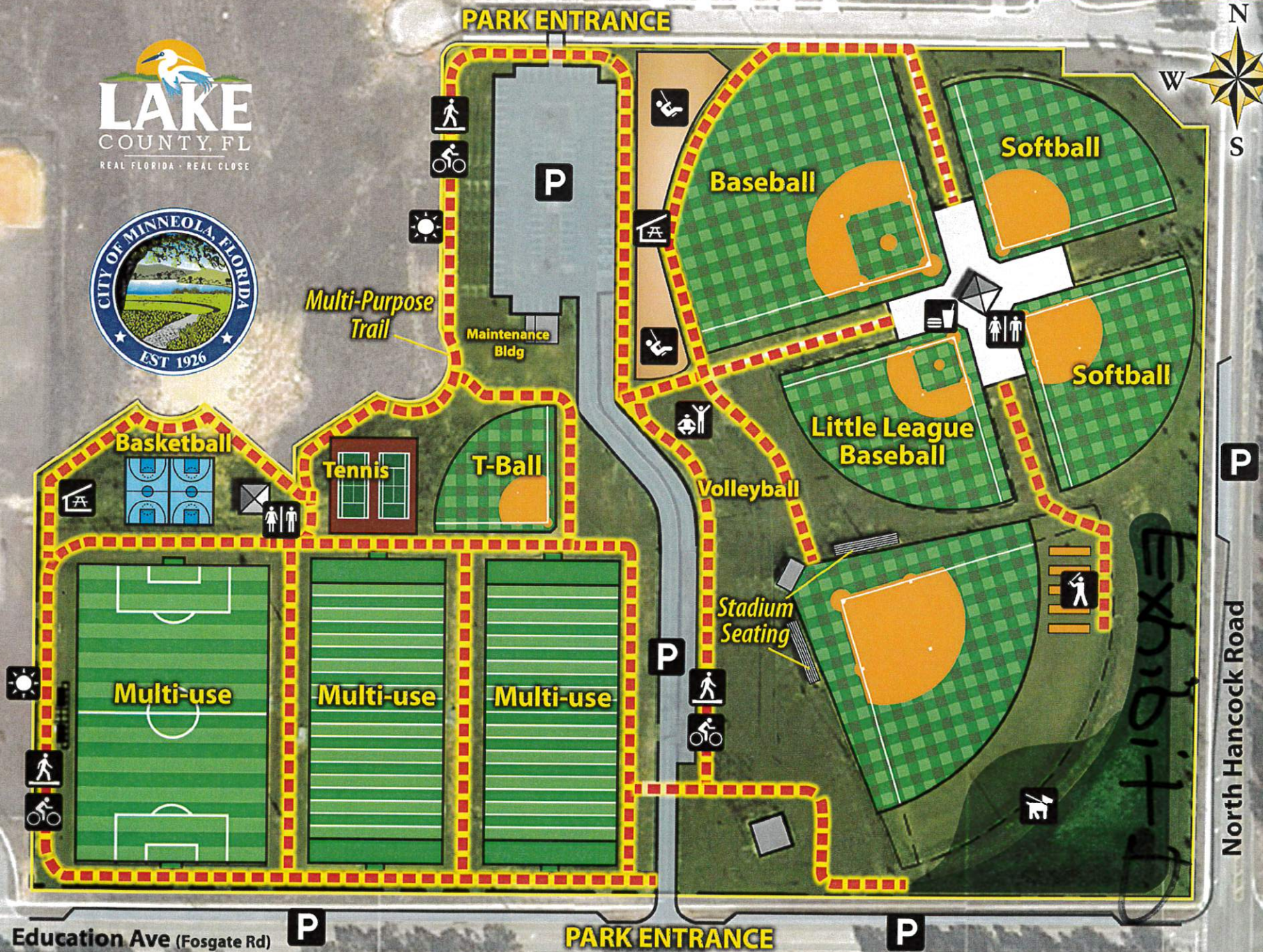
The County will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the Contractor or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the Contract for default.

Neither approval by the County of any insurance supplied by the Contractor or subcontractors, nor a failure to disapprove that insurance, will relieve the Contractor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

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SOUTH LAKE COMMUNITY PARK



The following shall be applied to all Bermudagrass turf:**March through May:**

Task I – Perform and submit soil samples to the Lake County Extension office to determine phosphorous, potassium, and other nutrient requirements as well as soil PH levels. Apply lime if suggested.

Task II – Apply preemergence herbicides in late March to control goosegrass, etc.

Task III – Apply .5 to 1.0 pound of nitrogen per thousand square feet in April or approximately three (3) weeks after the grass starts to emerge from dormancy.

Task IV – Control broadleaf weeds such as spurge, lespechea, etc. with a postemergence application of a two-way herbicide containing 2,4D + Dicamba.

Task V – Check for insect pests such as fire ants, mole crickets, sod webworms, etc. and treat if necessary. An assay to monitor nematode populations in the soil shall be performed in May.

June through August:

Task I – Perform and submit soil samples to the Lake County Extension office to determine phosphorous, potassium, and other nutrient requirements as well as soil PH levels.

Task II – Apply postemergence herbicides as needed to control summer broadleaf weeds and other grasses such as spurge, annual bluegrass, goosegrass, etc. All broadleaf, grassy weeds, and sedges must be controlled on all Bermudagrass turf.

Task III – Apply .5 to 1.0 pound of nitrogen per thousand square feet every four (4) to six (6) weeks after the initial April application.

Task IV – Check for insect pests such as fire ants, mole crickets, sod webworms, etc. and treat if necessary.

September through November:

Task I – Perform and submit soil samples to the Lake County Extension office to determine phosphorous, potassium, and other nutrient requirements as well as soil PH levels.

Task II – For preemergence control of winter annual weeds such as annual bluegrass, apply an herbicide in late October or early November.

Task III – Apply postemergence herbicides as needed to control broadleaf weeds and other grasses such as spurge, annual bluegrass, goosegrass, etc. All broadleaf, grassy weeds, and sedges must be controlled on all Bermudagrass turf.

Task IV – Apply .5 pound of nitrogen per thousand square feet in September. Apply lime during these months if recommended by soil test.

Task V – Check for insect pests such as fire ants, mole crickets, sod webworms, etc. and treat if necessary.

December through February:

Task I – Perform and submit soil samples to the Lake County Extension office to determine phosphorous, potassium, and other nutrient requirements as well as soil PH levels.

Task II – Apply preemergence herbicides in February to control crabgrass, annual bluegrass, etc.

Task III – For overseeded Bermudagrass, apply .5 pound of nitrogen per thousand square feet in December and February. Typical application would be a complete (N-P-K) fertilizer with a 3-1-2 or 4-1-2 ratio (for example, 12-4-8 or 24-6-12). Do not fertilize Bermudagrass that has not been overseeded during this period.

Task IV – Control winter broadleaf weeds by spot spraying with a postemergence application of a two-way herbicide containing 2,4D + Dicamba.

The undersigned hereby declares that: EarthScapes Unlimited, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **BERMUDAGRASS ATHLETIC FIELDS/TURF MAINTENANCE AT MINNEOLA ATHLETIC COMPLEX** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor must submit an accurate invoice to parksinvoices@lakecountyfl.gov. The date of the invoice must be after delivery but no more than 30 calendar days after delivery. Invoices must reference the: purchase or task order; delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project;

and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. NONE

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

8.0 RECIPROCAL VENDOR PREFERENCE:

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

- A. Primary business location of the responding Vendor: Coleman, FL
- B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: NO If "yes" is checked, provide supporting detail: N/A

9.0 GENERAL VENDOR INFORMATION:

Firm Name: EarthScapes Unlimited, Inc.

Street Address: 1010 N Warnell Rd

City: Coleman State and ZIP Code: FL 33521

Mailing Address (if different): P.O Box 819, Coleman, FL, 33521

Telephone: 352.748.0351 Fax: 352.330.2457

Federal Identification Number / TIN: 02-0546095

DUNS Number: 79-1505378

10.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor.

I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *David Gruber*

Date: 12/22/2021

Print Name: David Gruber

Title: President

Primary E-mail Address: David@earthscapesunlimited.com

Secondary E-mail Address: sandrap@earthscapesunlimited.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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Attachment 2, Pricing Sheet for 22-419, Bermudagrass Athletic Fields/Turf Maintenance at Minneola Athletic Complex

EarthScapes Unlimited Inc.

5.1: Bermudagrass Mowing and Detail Work

Item #	Month	Cost Per Month
1	Month of January	\$3,571.33
2	Month of February	\$3,571.33
3	Month of March	\$3,571.33
4	Month of April	\$3,571.33
5	Month of May	\$3,571.33
6	Month of June	\$3,571.33
7	Month of July	\$3,571.33
8	Month of August	\$3,571.33
9	Month of September	\$3,571.33
10	Month of October	\$3,571.33
11	Month of November	\$3,571.33
12	Month of December	\$3,571.33
Bermuda Grass Detail Mowing and Maintenance - Yearly Cost		\$42,855.96

5.2: Fertilization, Weed and Pest Control Program

Item #	Month	Task 1	Task 2	Task 3	Task 4	Task 5	Cost Per Month for all Tasks
1	Month of January	\$630.31	\$630.31	\$630.31	\$630.31		\$3,151.55
2	Month of February	\$630.31	\$630.31	\$630.31	\$630.31		\$3,151.55
3	Month of March	\$630.31	\$630.31	\$630.31	\$630.31	\$630.31	\$3,151.55
4	Month of April	\$630.31	\$630.31	\$630.31	\$630.31	\$630.31	\$3,151.55
5	Month of May	\$630.31	\$630.31	\$630.31	\$630.31	\$630.31	\$3,151.55
6	Month of June	\$630.31	\$630.31	\$630.31	\$630.31		\$3,151.55
7	Month of July	\$630.31	\$630.31	\$630.31	\$630.31		\$3,151.55
8	Month of August	\$630.31	\$630.31	\$630.31	\$630.31		\$3,151.55
9	Month of September	\$630.31	\$630.31	\$630.31	\$630.31	\$630.31	\$3,151.55
10	Month of October	\$630.31	\$630.31	\$630.31	\$630.31	\$630.31	\$3,151.55
11	Month of November	\$630.31	\$630.31	\$630.31	\$630.31	\$630.31	\$3,151.55
12	Month of December	\$630.31	\$630.31	\$630.31	\$630.31		\$3,151.55
Fertilization, Weed and Pest Control Program of Bermuda Grass - Yearly Cost							\$37,818.60

5.3 Curfew Application

Item	Curfew Application	Cost Per Acre	Cost Per 12 Acres
		(Curfew)	(Curfew)
1	Nematode samples are to be taken and an assay provided to the County. If nematode population is deemed to be unacceptable then a curfew application must be applied.	\$700.00	\$8,400.00
Total Curfew Application Cost, as needed:		\$700.00	

5.4 Overseeding

Item	Overseeding	Cost Per Acre	Cost Per 12 Acres
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).	\$1,377.67	\$16,532.04
Total Overseeding Application Cost, as needed:		\$1,377.67	

5.5 Topdressing

Item 1	Top Dressing (Furnish and Install)	Cost Per Ton	Cost Per 50 Tons	Cost Per 100 Tons
1	Top Dress: Medium washed sand	\$66.70	\$3,335.00	\$6,670.00
2	Top Dress: Medium field sand	\$62.55	\$3,127.50	\$6,255.00
3	Top Dress: Medium washed sand + 50% composed 90 day pine bark	\$52.68	\$2,634.00	\$5,268.00

4	Top Dress: Medium washed sand + 20% native peat	\$62.55	\$3,127.50	\$5,268.00
Total Top Dressing per ton, as needed:		\$244.48		

5.6 Verticutting

Item	Verticutting	Cost Per Acre	Cost Per 12 Acres
		(Curfew)	(Curfew)
1	Veritcutting price per acre with clean-up (remove excess thatch from turf)	\$196.85	\$2,362.20
2	Veritcutting price per acre without clean-up	\$125.69	\$1,508.28
Total nematode cost per acres, as needed:		\$322.54	

5.7 Aeration

Item	Aeration	Cost Per Acre	Cost Per 12 Acres
		(Curfew)	(Curfew)
1	Core aeration with pick-up (cores removed from turf)	\$146.20	\$1,754.00
2	Core aeration with drag in (core are broken up and distributed evently on the turf)	\$109.20	\$1,310.40
Total Aeration cost per acre, as needed:		\$255.40	

Total cost to provide all services:		\$82,196.98
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6	Percentage discount that could be applied in the event that all items are awarded to your firm:	0.00%
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