1. **SCOPE OF WORK**

Furnish all labor, materials, tools, equipment, fuel, supervision, and any other incidental costs necessary for the inspection, maintenance, pumping, and related services of holding tanks(1500 gallon maximum) at various Lake County Parks, Boat Ramps and Public Lands properties.

This is an indefinite quantity contract with no guarantee of use of services. Orders may be funded in whole or in part with federal funds and is subject to federal requirements including, but not limited to those set forth in 2 C.F.R. Part 200, Appendix II. 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**

Contractor shall:

* 1. Be a full-service sewer cleaning firm with a minimum of five (5) years in business.
	2. Be licensed and fully competent in all aspects of holding tank maintenance in a safe manner.
		1. Employ only skilled, qualified workers.
	3. Be registered with the Florida Department of Environmental Protection([Septic Tank Contractors | Florida Department of Health (floridahealth.gov)](https://www.floridahealth.gov/statistics-and-data/eh-tracking-and-reporting/septic-tank-contractors.html))
	4. Visit each site to become familiar with any conditions which may affect the completion of work.
	5. Provide all-inclusive pricing to provide 100% turnkey projects that include inspection, maintenance, pumping, disposal, and related services.
	6. Provide all required labor, material, tools, equipment, fuel, travel time, general housekeeping and work area clean up.
		1. The waste tank on all vehicles servicing holding tanks shall be equipped with a suction hose having a cut-off valve not more than 36” from the intake end.
	7. Provide a neat and clean in appearance dress code for Contractor’s employees that consists of a shirt with company name, pants, and work shoes/boots.
	8. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
	9. Obtain licenses, permits, and fees as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
	10. Be responsible for inspections, penalties, fees, or fines for projects.
	11. Be responsible for damages caused as the result of completing projects.
	12. Carefully examine any drawings and specifications and be thoroughly aware regarding all conditions and requirements that may affect the work to be performed.
		1. No additional allowances will be made due to the lack of knowledge of these conditions.
	13. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project.
1. **COUNTY RESPONSIBILITIES**
	1. Reserves the right to award to one or more vendors.
	2. Reserves the right to add or remove services in conjunction with the County’s needs.
	3. Issue work orders that include the service location, description, and plans (if available) to the Contractor for each project.
	4. Reserves the right to inspect and approve all material, supplies, workmanship, and equipment.
	5. Reserves the right to cancel work orders not serviced within the agreed upon time frame at Contractor’s expense.
	6. Reserves the right to dismiss Contractor’s staff from park grounds for disorderly conduct or unsatisfactory performance in accordance with contract specifications.
2. **DELIVERY REQUIREMENTS AND ACCEPTANCE.**
	1. Services shall take place during regular County business Monday through Friday, between the hours of 8:00 AM and 4:00 PM, unless otherwise specified.
	2. Tanks shall be serviced a minimum of once a month to prevent unsanitary conditions.
	3. Contractor shall provide a schedule to the County and service non-emergency work orders within three (3) business days after notification.
	4. Work shall be completed using the least invasive methods as possible.
	5. The contents of each holding tank shall be completely pumped and cleared of all solid and liquid materials and inspected for damage or any issues that may impair the use of the facility at each service.
		1. Pumping shall include manual removal of all foreign material from the tank.
	6. Earth Works Water Treatment tank deodorizer (Mulberry scent) shall be added to each tank with each service per the manufacturer’s specifications.
		1. Contractor shall provide Safety Data Sheets (SDS) for all water treatment chemicals used in operations.
	7. Pumped material must be disposed of and delivered to an approved processing facility. Transport of the pumped material must be accomplished in such a manner as to preclude leakage, spillage, or the creation of a sanitary nuisance.
		1. Any improper disposal of pumped material, including, but not limited to, land application, illegal dumping, or through an illicit connection, is not acceptable and is cause for immediate termination of contract.
		2. Contractor is solely responsible for any costs and liability incurred for cleanup of improperly disposed of materials.
	8. Special circumstances requiring changes or deviations from these specifications shall be brought to the County’s attention before proceeding.
3. **EMERGENCY SERVICE**
	1. Contractor shall provide twenty-four (24) hours a day, seven (7) days a week emergency service.
	2. During regular County business hours (Monday through Friday, 8:00 AM to 4:00 PM), emergency service response time shall be within four (4) hours after notification.
	3. During other than regular working hours, the emergency response time shall be within six (6) hours after notification.
4. **LIQUIDATED DAMAGES – PER PROJECT**
	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 ten (10) calendar days 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:

|  |  |
| --- | --- |
| **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 total project amount.
		1. Example: The total project amount to complete all services is fifteen hundred dollars ($1,500). Deficiencies have been noted and not completed for fourteen (14) calendar days. The specified time frame to correct deficiencies shall be completed within ten (10) days. The liquidated damages that shall be assessed starting on the first day after the specified time frame (on the eleventh (11) day) and will be assessed $25.00 per day that the work is not completed. (14 days – 10-day time frame = 4 days; $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.
1. **PERMITTING REQUIREMENTS**

Contractor shall obtain required permits under Chapter 62-6, Florida Adminstrative Code, and comply with all applicable requirements of Ch. 62-6, F.A.C., including Ch. 62-6.0101, F.A.C., *Portable Restrooms and Portable or Stationary Holding Tanks,* in performance of the Work.

* 1. Contractor shall provide a copy of the current annual operating permit and vehicle inspection to the County each year.
	2. Service persons shall carry proof of possession of a current annual operating permit and vehicle inspection.
	3. Contractor shall comply with all applicable FDEP requirements under Ch. 62-6.0101, F.A.C., including mainting a valid permit, complying with recordkeeping requirements for wastes removed, and compliance with minumum vehicle requirements.

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