1. **BACKGROUND**

Contractor(s) shall be responsible for non-emergency debris removal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, Contractor(s) shall possess sufficient experience in the services during the preparation, response, recovery, and mitigation phases of potential emergency situations and disasters. Consequently, Contractor(s) shall have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical under non-emergency waterway debris removal.

The Lake County Water Authority (LCWA) is responsible for maintaining the safe navigation of Lake County’s waterways. The Lake County Board of County Commissioners (BOCC) manages the practical application of this mission for the LCWA, therefore, Lake County Board of County Commissioners staff will hold the role of designee for the LCWA Project Manager.

The scope of work is not specific to Federally declared disasters and may be utilized to support the Lake County Water Authority’s efforts in response to local or regional events that may not meet Federal funding thresholds. There will be specific requirements that relate to declared emergencies for the purpose of adhering to FEMA requirements for reimbursement. It should be assumed that the LCWA will seek reimbursement after any declared emergency. It will be the responsibility of the awarded contractor to submit the necessary information to qualify for that reimbursement.

This is an indefinite quantity contract with no guarantees that services will be required. The LCWA does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. 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**

Contractor shall:

* 1. Provide all labor, fuel, materials, equipment, storage, supplies, and incidental costs necessary to complete the tasks.
  2. Provide for skilled, qualified, and English-speaking staff with a cell phone in good working order.
  3. Provide adequate personnel, in the event of sickness or any absence, a substitute of equal skill at no additional cost.
  4. Provide a neat and clean in appearance dress code for Contractor’s employees that consist of a shirt with company name, pants, and work shoes/boots.
  5. Project a professional image, deal effectively with the public, and discharge duties in a courteous and efficient manner.
  6. Be fully competent in all aspects of waterway maintenance including tree removal, obstruction removal, and debris/vegetation removal and operate projects in a safe manner while employing only skilled, qualified workers.
  7. Have knowledge and experience with Federal Emergency Management Agency (FEMA) requirements related to marine waterway cleanup, and success with reimbursements with FEMA. All work will be performed in full compliance with regulatory agency requirements and consistent with the most current Federal Emergency Management (FEMA) requirements for cost reimbursement for debris collection, management, removal and disposal, or if applicable, another grant funding source.
  8. Have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.
     1. Change orders shall not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the Contractor.
  9. Comply with all laws, ordinances, and regulatory requirements applicable to complete project. Tasks which require specific licensing requirements (i.e. aquatic herbicide) shall only be performed by fully qualified staff operating under the required license.
     1. Contractor shall verbally or digitally respond to emergency waterway maintenance requests within one (1) hour of verbal/phone notification by LCWA staff.
     2. Work must begin mobilizing within two (2) hours of notification, or as directed/agreed to by the LCWA Project Manager. Contractor shall provide all necessary equipment, work operations, safety equipment, and personal protective equipment required to prevent damage, injury or loss to persons or property.
     3. During “after-hours”, weekends, and/or holidays the response time requirements in this section shall still be in effect. (see Pricing Sheet). As this is an emergency service, contractors shall make themselves available at all times.
  10. Adhere to all safety protocols and provide appropriate equipment to prevent injury, loss, or damage to persons or property.
  11. Ensure environmental protections as stipulated within any regulatory entity’s permitting are properly adhered to.
  12. Monitor hazardous conditions including, but not limited to, trees within or over the top of overhead electrical lines and handle such situations with appropriate care.
  13. Not remove, change, obstruct, damage, or make fast to any aid to navigation.
  14. Must have verbal Work Order before beginning work on any project. Contractor will review the Work Order before beginning work and will bring to the Project Manager’s attention any problem or discrepancies with the type or quantities of work to be performed. If during the course of completing the project, the Contractor sees that an estimated quantity will be exceeded, it is the responsibility of the Contractor to notify the Project Manager, and the Contractor must receive approval from the Project Manager to exceed the estimated quantity. Once a Work Order is completed, the Contractor will notify the Project Manager for inspection of the project.
  15. Contractor and Project Manager will agree on the final quantities and the Contractor will submit an invoice for the completed quantities. In the event of a disagreement, the Project Manager’s determination regarding the matter will be final.
  16. Leave the worksite in a clean and safe manner at the end of each project or workday.
  17. Contractor shall not be entitled to any additional compensation for work performed without approval from the LCWA.
  18. Contractor will be responsible for completing the work in a timely manner. At minimum the waterway shall be navigable (passable by boat) before the contractor leaves the site. If the Project Manager and the contractor agree to a specific timeline for completion, this timeline must be adhered to. Failure to do so shall result in an assessment of Liquidated Damages (*see* ***Section 5. Liquidated Damages***).
  19. Maintaining navigation safety: All waterways are public, and provided this the Contractor shall maintain proper safeguards to preserve public safety. In the event that the Contractor wishes to close a waterway for a certain period of time, the Contractor shall be responsible for contacting the Project Manager to coordinate installation of the appropriate signage at the nearest ramp and shall restrict access through the closed area appropriately. If it becomes necessary to close the waterway to navigation for an extended period due to an unforeseen hazard, the Contractor must notify the Project Manager immediately.
  20. Contractor shall confine its storage and other activities related to the work to the area(s) designated by the Project Manager. The Contractor shall be responsible for coordinating any equipment. Contractor shall provide site security.
  21. During non-declared emergencies, pictures and pictures of measurements shall be provided to the Authority before any invoice shall be processed. Failing to provide pictures as evidence may invalidate the Authority’s trust in the size or number of trees being removed (see pricing sheet).

1. **SCOPE OF WORK**

Contractor shall perform the following tasks as directed by the Project Manager:

* 1. Contractor shall cut & relocate and/or remove trees & stumps, debris, vegetation, or other navigational obstructions which impede public navigation from all waterways in Lake County as directed by LCWA Project Manager.
  2. The clearing and/or cut & relocation, or removal of trees shall be accomplished by and safely lowering to the ground, suitable sized sections of limbs and trunks, starting at the top and working progressively toward the lower base of the tree.
  3. Cuts shall be completed in a manner that will prevent fire, rapid, and uncontrolled descent of the portion being removed.
  4. Communicate with the LCWA Project Manager on the haul-off disposal or relocation of the material.
     1. If the LCWA Project Manager agrees to relocate of the material, all material that is relocated shall be placed far enough back from the water way to prevent it from falling or moving back into the waterway during periods of high water or high wind. If none of the nearby lands are sufficient for this purpose, the material may be placed back in the vegetated area away from the navigable channel in a manner that would prevent the material from dislodging and moving back into the navigable waterway.
     2. Only the LCWA Project Manager can authorize an area for relocation. The LCWA Project Manager must be able to review the precise location of the relocation prior to any offloading. If there are no appropriate areas to relocate the material, the contractor MUST haul the material offsite.
     3. If the LCWA Project Manager agrees to hauling away material, any material hauled away will be expressly detailed to the Project Manager of the location and method of removal/disposal.
     4. The contractor shall be responsible for all the equipment necessary for hauling off material and should include such equipment in their pricing.
  5. It is not acceptable to cut the debris and let it sink, or to cut the debris and push it or tie it along the waterway in a manner that may further impede the waterway in either higher or lower periods of water.
  6. All underbrush, including but not limited to, low growing shrubs, bushes, wild grasses, vines, and weeds shall be removed within the determined work area as specified by the Project Manager.
  7. The Contractor may take possession and ownership of any contracted trees and stumps. In these instances, the trees and stumps must be removed from the waterway and hauled away at no cost to the Authority.
  8. The Contractor shall provide Project Manager, at the end of each work period, with a complete report which must be received, reviewed, and approved before any payments will be processed.
  9. Complete each project within the timeframe specified by the Project Manager.
  10. If debris removal requires transport to a landfill, the Contractor must request written consent from the Project Manager and provide landfill tickets and photos of the debris for verification.
  11. When removing excessive vegetation such as tussocks from the waterways:
      1. Method of removal will be discussed with and approved only by the LCWA Project Manager.
      2. Method of material measurement will be estimated cubic yards of wet material. (see Pricing Sheet)
      3. Contractor will only perform activities discussed with the LCWA Project Manager and if any means of removal becomes necessary beyond the agreed upon method, the contractor will halt work until the LCWA Project Manager has reviewed and approved the alternate method*. For instance, if the contractor is instructed to mechanically remove vegetation immediately but the contractor states that there must be an herbicide treatment one week before removal, the contractor must gain the approval of the LCWA Project Manager before the herbicide application.*

1. EMERGENCY SERVICES

4.1. During declared emergencies by Federal, State, or Local Municipality (e.g., hurricanes, weather events, disasters, etc.) the LCWA shall be “first priority” for waterway maintenance services as a matter of public safety.

4.2. Contractor shall be notified by the LCWA of the declared emergency and will be instructed to stay on “standby” for immediate response as soon as it is safe to do so.

4.3. Specific Contractor requirements for documentation during declared emergencies to qualify for FEMA related reimbursement:

4.4. Pictures of before and after must be taken on-site.

* + 1. Pictures of debris removal and disposal must have pictures associated with the disposal that either matches the landfill or emergency debris site ticket.
    2. Pictures taken must have intact meta-data that includes time and GPS coordinates.
    3. GPS coordinates must be documented of the specific location the removal is taking place.

4.8. Measurements of debris must be documented in cubic yards.

4.9. Contractor will additionally submit a list of equipment that was used in the removal of the debris, inclusive of equipment used to haul away material.

4.10. Contractor will submit the start time and a completion time for each removal that should roughly corelated with the meta-data contained in the pictures taken.

4.11. Contractor agrees to provide services to the LCWA on a first priority basis.

4.12. Contractor agrees to contractual pricing for services required during an emergency.

4.13. Contractor shall furnish a twenty-four (24) hour phone number in the event of an emergency.

4.14. Contractor shall adhere to specific project timelines with no deviation unless expressly granted by the LCWA Project Manager.

4.15. Contractor shall verbally or digitally respond to emergency waterway maintenance requests within one (1) hour of verbal/phone or electronic notification by LCWA Project Manager.

1. EQUIPMENT

4.1. Contractor shall furnish equipment (boats, cranes, chainsaws, etc) and quantity to perform the work satisfactorily within the specified time.

4.2. Equipment shall be in good, safe working order and properly maintained to protect the operator and the public.

4.3. Safety devices installed by the manufacturer shall be in place and in proper working order.

4.4. Equipment used by the Contractor is subject to inspection by the LCWA Project Manager.

4.5. Equipment on side deemed by the LCWA Project Manager to be inoperable, unsafe, or improper for desired use, shall be removed from the premises by the Contractor at his/her expense the sameday of the LCWA’s determination.

4.7. Contractor will be responsible for factoring in the use of any equipment necessary, rentals included, for the clearing of the waterways in their pricing (see pricing sheet).

1. **LAKE COUNTY WATER AUTHORITY RESPONSIBILITIES**
   1. LCWA will:
   2. Reserve the right to award to one or more contractor.
   3. Reserve the right to add or remove services in conjunction with the LCWA’s needs.
   4. As stated in Exhibit D.
   5. Reserve the right to dismiss Contractor’s staff from project for disorderly conduct or unsatisfactory performance in accordance with contract specifications.
   6. Inspect each project upon completion and notify Contractor of any deficiencies.
   7. Reserves the right to have staff present and monitoring through the duration of the work as deemed necessary by the Project Manager. The presence of LCWA staff will not relieve the contractor from any of the responsibilities as outlined in this scope.
2. **LIQUIDATED DAMAGES**

Lake County Water Authority and the Contractor recognize that, since time is of the essence during the term of the contract, for the public’s safety, and the LCWA will suffer loss if the work is not completed within the time specified in Exhibit A, Scope of Work. The LCWA will be entitled to assess liquidated damages, not a penalty, for each calendar day. Work will be deemed to be completed on the date the work is considered complete to the satisfaction of Project Manager. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of LCWA’s actual damages at the time of contracting if Contractor fails to complete the work in a timely manner. The liquidated Damages will be set forth in the following table:

|  |  |
| --- | --- |
| **Service/Project Amount** | **Daily Charge (Per Calendar Day)** |
| $5,000 and under | $250 |
| Over $5,000 but less than $10,000 | $500 |
| $10,000 or more but less than $20,000 | $750 |
| $20,000 or more but less than $30,000 | $1,000 |
| $30,000 or more but less than $40,000 | $1,250 |
| $40,000 or more but less than $50,000 | $1,500 |
| $50,001 or more | $1,750 |

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