

# **South Florida Water Management District Work Plan Fiscal Year 18-19**

The purpose of the work plan is to identify the roles of the South Florida Water Management District (The District) and Lee County in our cooperative effort to increase water conveyance in Lee County's natural watercourses, to provide increased flood protection for Lee County inhabitants. The District will utilize its expertise in performing mechanical and natural areas hazardous and exotic vegetation removal in coordination with Lee County's natural areas approach to vegetation management. The District will utilize its diverse and experienced contractor base to perform work within watercourses, which can involve the use of barges and heavy equipment. The District will utilize both land and water-based work processes to remove hazardous and exotic vegetation from watercourses. Lee County will be responsible for all pre-project clearances, such as but not limited to: private and public property access agreements, public outreach and environmental clearances prior to the start of any District works within Lee County. Lee County may continue their standard work in areas suited to the Natural Resources Division vegetation management approach. Such as but not limited to sloughs and other wetlands.

Below is a list of recommended sites for FY19 as identified in a meeting between the District and Lee County on 7/19/2018.

## **Recommended Sites:**

- 1) Mullock Creek
- 2) Oak Creek
- 3) Orange River

## **EXAMPLE 1 SFWMD STATEMENT OF WORK**

### **EXAMPLE STATEMENT OF WORK**

## **HAZARDOUS AND EXOTIC TREE, DEBRIS AND TRASH REMOVAL PROJECT**

### **Watercourse X in Lee County**

#### **From Y to Z**

#### **1.01 INTRODUCTION**

- A. This solicitation is for the complete removal and disposal of hazardous and exotic trees, litter, trash and debris along both banks of Watercourse X in Lee County. This includes all material that has fallen into the watercourse prior to or during this project.
- B. The project site is approximately **X** miles in length and varies in width. The eastern limit of the project is Y and the western limit of the project is Z. .

#### **1.02 SCOPE OF WORK**

- A. Complete removal of designated vegetation, litter, trash and debris, disposal of all debris, flush cutting and herbicidal treatment of stumps with Garlon 3A/marker dye and project clean-up.
- B. It is understood and agreed that the CONTRACTOR, by careful examination, has been satisfied as to the nature and location of the work, character, quality and quantity of the trees and brush to be encountered. As well as equipment and facilities needed prior to and during the prosecution of work, general and local conditions, and all other matters that can in any way affect the work required by this statement of work. All work shall be done in accordance with recognized and approved principles of modern arboricultural methods. Additionally, all work shall be done without damage to trees, shrubs, and/or irrigation equipment system components that are intended to remain in the work area.

#### **1.03 WORK BREAKDOWN STRUCTURE**

- A. The CONTRACTOR shall remove all woody vegetation located on the both banks in accordance with the provided survey. These areas will be identified during the mandatory pre-quote walk through.

- B. The CONTRACTOR shall trim and elevate all woody vegetation and mangroves approximately eight feet (8') above mean low water line (MLW). Mangrove trimming must be in accordance with the State of Florida, "Mangrove Trimming Preservation Act", Chapter 403 F.S. (403.9321-403.9334). **The CONTRACTOR shall be in possession of the State of Florida "Mangrove Trimming and Preservation Act" rules, when present at the project site.** All cuts shall comply with ANSI A300 trimming standards.
- C. The CONTRACTOR shall perform corrective trimming on all mangroves and woody vegetation located within project limits over or on the watercourse side, including but not limited to; canopy elevation and removing all torn, dead, and/or decayed branches. All cuts shall comply with ANSI A300 trimming standards.
- D. The CONTRACTOR shall trim and elevate designated existing trees to a minimum of 15' above the watercourse.
- E. Throughout the course of this project, the CONTRACTOR shall make every reasonable effort to preserve desired vegetation. Additionally, every effort must be made to avoid damaging/destroying existing amenities within the project limits, i.e. docks, decks, patio's etc.
- F. At the end of each workday, the CONTRACTOR shall remove all debris (organic and inorganic) and equipment that may be blocking or restricting access along the canal, watercourse, or staging areas.
- G. The DISTRICT'S PROJECT MANAGER shall identify any/all Lee County procured staging areas during the onsite walk thru. Debris piles located within the staging area shall be removed weekly or as directed by the DISTRICT PROJECT MANAGER.
- H. All debris generated from this project shall be removed from the site and disposed of in accordance with local, state and federal laws.
- I. Trees and debris must be prevented from falling into the watercourse. **If a tree should fall into the watercourse or over a fence, all work must cease until the tree or debris is completely removed from the watercourse and/or the fence is completely repaired.**
- J. The work shall be completed within X calendar days after the Notice to Proceed is issued to the CONTRACTOR.

#### **1.04 WORK BREAKDOWN PERFORMANCE/PROCEDURES**

##### **A. TREE REMOVAL**

The work included in this purchase order consists of furnishing all labor, material, equipment and performing of all work in strict accordance with the purchase order and applicable requirements of the following standards:

1. American National Standards Institute (ANSI) Z133: "Safety Requirements for Arboricultural Operations"
2. American National Standards Institute (ANSI) A300: Tree Care Operations Tree, Shrub and Other Woody Plant Maintenance.
3. "Trees and Development – A technical Guide to Preservation of Trees", by Nelda Matheny & James R. Clark
4. State of Florida, "Mangrove Trimming Preservation Act", Chapter 403 F.S. (403.9321-403.9334)

The work may involve the following procedures:

a. Hazard Reduction Pruning and/or Maintenance Pruning:

- 1) Crown cleaning
- 2) Crown thinning
- 3) Crown raising
- 4) Crown reduction, or Crown shaping
- 5) Vista pruning
- 6) Crown restoration

b. Tree Removal

c. Root Pruning

d. Tree and plant protection

e. Debris/rubbish removal, site clean-up, and finish grading to leave a clean and smoothly graded appearance

**B. STUMPS**

1. All stumps shall be cut flush with the natural angle of the surrounding grade and at a maximum of 2" above ground level and treated **immediately** with **Garlon 3A** and marker dye.
2. **A Pesticide Use Form shall be completed and submitted with the invoice or as directed by the DISTRICT PROJECT MANAGER (see Exhibit I).**

3. The CONTRACTOR shall exercise extreme care to prevent damage to desirable existing growth. If necessary, the CONTRACTOR shall conduct a test to establish suitability of product and applicator to be used on this project, prior to execution of the full application.

C. DEBRIS REMOVAL AND DISPOSAL

1. It shall be the CONTRACTOR's responsibility to remove and dispose of all mulch, cut branches, tree trunks and any other debris prior to leaving the work site each day at an approved disposal site. Limbs and any other debris shall be disposed of by the CONTRACTOR and shall not be deposited into any trash container or be left for disposal by a trash removal service not paid for by the CONTRACTOR. The cost for the time spent by the CONTRACTOR to haul such debris from the worksite or to pay for a trash removal service to do so, shall be included in the Contract fixed price, and shall not be paid for separately.
2. The presence of any hazardous materials shall be brought to the attention of the DISTRICT PROJECT MANAGER immediately.
3. The CONTRACTOR shall remove and dispose of all trash and/or debris, which includes, but is not limited to, appliances, tires, concrete, metal pipes, etc., to the DISTRICT'S PROJECT MANAGER's satisfaction.
4. At the completion of the project, the CONTRACTOR shall remove sticks, rubbish, and other extraneous debris and rake the limits, if necessary or as directed by the DISTRICT'S PROJECT MANAGER, in order to have a smooth and clean appearance.

D. TREE AND SHRUB PROTECTION

It shall be the CONTRACTOR's responsibility to exercise care and protect all trees and shrubs designated to remain. Where trees and shrubs are adjacent to construction, they shall be protected, and if damaged by the CONTRACTOR the trees shall be restored or replaced to the original conditions. Trees or existing grade damaged on the construction site shall be restored to original condition. Tree limbs, which interfere with equipment operation and are approved for trimming, shall be neatly trimmed in accordance with ISA/ANSI standards. The CONTRACTOR shall be responsible for the maintenance and protection of trees and shrubs.

E. GRADES

It shall be the responsibility of the CONTRACTOR to restore the surrounding area to original or better condition by providing the final grading so the final level for bank areas conforms to surrounding grades and is at

the proper elevation with relation to walks, paving, drainage structures and other site conditions, unless indicated otherwise.

F. FIRES

Pile Burning shall NOT be allowed on this project.

**1.05 QUALIFICATIONS**

A Professional Mangrove Trimmer (PMT) is required to supervise or conduct any mangrove trimming as per the 1996 Mangrove Trimming and Preservation Act [Sections 403.9321-403.9334 of the Florida Statutes (F.S.)].

The following persons are automatically considered as PMTs, in accordance with paragraphs 403.9329(1)(a-e) F.S., of the 1996 Mangrove Act:

- Arborists certified by the International Society of Arboriculture
- Professional wetland scientists certified by the Society of Wetland Scientists
- Environmental professionals certified by the Academy of Board Certified Environmental Professionals
- Ecologists certified by the Ecological Society of America
- Landscape architects currently licensed in Florida under part II of Chapter 481, F.S.

All herbicide treatments shall be applied by an applicator possessing a current and valid Florida Department of Agriculture and Consumer Services (FDACS) Commercial Applicator Restricted Use Pesticide license. A copy of the license shall be given to the Project Manager prior to any applications of herbicide.

**1.06 WORK SCHEDULES**

The CONTRACTOR shall provide a written work and payment schedule to the DISTRICT'S PROJECT MANAGER and obtain approval of the work schedule from the DISTRICT'S PROJECT MANAGER prior to beginning work. **Partial (percentage of work completed) payments shall only be approved if there is an approved incremental work schedule in effect.**

### **1.07 START OF WORK**

Due to the extensive outreach required on the project, the CONTRACTOR shall not begin working on the project site until directed by the DISTRICT PROJECT MANAGER.

### **1.08 LIMITATION OF OPERATIONS**

- A. No work shall be done on Saturdays, Sundays or District recognized holidays, or any day between the hours of 6:00 p.m. and 7:00 a.m., unless permission in writing is obtained from the DISTRICT PROJECT MANAGER.
- B. The CONTRACTOR is responsible for verifying and conforming to all local noise ordinances.
- C. No equipment shall be operated that damages the pavement or turf areas adjacent to the work area unless permission in writing is obtained from the DISTRICT PROJECT MANAGER. The CONTRACTOR shall be responsible for and repair/replace to the satisfaction of the DISTRICT'S PROJECT MANAGER all CONTRACTOR-induced damage to adjacent pavement or turf areas.

### **1.09 WEATHER**

The completion of this hazardous and exotic vegetation removal project is crucial to ensuring the ability of water to move freely as possible, before, during and after a storm event. Therefore, the CONTRACTOR must remain apprised of all weather conditions that may affect the District's jurisdiction. If a major storm event is forecast to affect the District or if the District goes into Increased Readiness Condition, the CONTRACTOR shall clear the site of all-excess debris and equipment as directed by the DISTRICT'S PROJECT MANAGER. When the District goes into Condition Three, which indicates that a major storm event is imminent, the CONTRACTOR shall immediately remove all equipment and debris generated by this project from the project location. If, after notification by the DISTRICT'S PROJECT MANAGER that the District is in Condition Three, the CONTRACTOR appears to be unable to clear the right of way prior to a storm event, the District reserves the right to seek assistance from additional CONTRACTOR(s), to ensure that the project location is clear prior to the storm. Solely at the discretion of the District, additional costs incurred in securing the project corridor may be charged to the CONTRACTOR in the form of deductions from subsequent invoices.

### **1.10 UTILITIES**

- A. It shall be the CONTRACTOR's responsibility to exercise caution near any utility. The District shall not be responsible for any damage done to any utility by the CONTRACTOR.
- B. The CONTRACTOR shall be responsible for and repair/replace all CONTRACTOR-induced damage to pavement, buildings, telephone or other cables, water and force main's, lights, light poles, irrigation systems, or other structures which may be encountered.
- C. It shall be the responsibility of the CONTRACTOR to verify the location of all such utilities, structures, etc., by hand excavation or other appropriate measures before performing any work that could result in damage or injury to persons, utilities, structures or property. The CONTRACTOR shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any location.
- D. The CONTRACTOR shall not purposefully disrupt or disconnect any type of utility; electric or irrigation services whatsoever without first obtaining the written permission of the DISTRICT PROJECT MANAGER. Requests for disconnection must be in writing and received the DISTRICT PROJECT MANAGER at least seven (7) calendar days prior to the time of the requested interruption.
- E. The CONTRACTOR shall immediately take the necessary steps to repair, replace, or restore all services to any utilities or other facilities, which are disrupted due to his or her operations. Further, the CONTRACTOR shall engage any additional outside repairs on a continuous "around-the-clock" basis until services are restored. The CONTRACTOR shall also provide and operate any supplemental temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and restoring of disrupted service resulting from negligence on the part of the CONTRACTOR shall be borne by the CONTRACTOR and the CONTRACTOR shall be fully responsible for any and all claims resulting from the damage.
- F. Should utilities, structures, etc., be encountered which interfere with the work, the DISTRICT PROJECT MANAGER or designee shall be consulted immediately for a decision to be made on how the project is to proceed within the area of question.

## **1.11 SAFETY**

### **A. PERSONNEL**

- 1. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all



safety precautions and programs regarding the work. The CONTRACTOR shall be responsible for protecting and safeguarding employees and the public regarding the work and job site. The DISTRICT PROJECT MANAGER shall not be responsible for safety on or off the job site. The DISTRICT PROJECT MANAGER's on-site observations or inspections shall be only for verifying that the work is being conducted in accordance with the Purchase Order. The DISTRICT PROJECT MANAGER's on-site observations or inspections are not for safety on or off the job site.

2. The CONTRACTOR shall provide and ensure employees wear protective clothing, safety shoes, hard hats, eye protection, ear (noise) protection, fluorescent safety vests and any other items required by regulations, ordinances, and/or manufactures instructions for materials and equipment. For identification purposes the CONTRACTOR shall require all on site employees to wear uniforms clearly identifying the **company name** and **telephone number**.
3. The CONTRACTOR shall ensure that at all times during the course of this project there is a minimum crew size of three persons (each person to be qualified to perform the required tree services) with one English speaking supervisor per crew.
4. The CONTRACTOR shall have on site at all times appropriate first-aid kits in accordance with Z133: "Safety Requirements for Arboricultural Operations"
5. The CONTRACTOR shall have on site and in good working condition at all times, a capable communication system, (two-way radio and/or cellular phone).
6. The CONTRACTOR shall follow the U.S. Department of Labor Occupational Safety and Health Administration marine operation and equipment regulations and standards.
7. If required, the CONTRACTOR shall provide Maintenance of Traffic (MOT) in accordance with the Florida Department of Transportation (FDOT) Standards.
8. The CONTRACTOR shall follow the U.S. Coast Guard- Boating Safety Regulations. These regulations are located at <http://www.uscgboating.org/>.
9. If required the CONTRACTOR shall provide, install and maintain throughout the duration of this project all appropriate waterway

markers. Including, but not limited to; approved regulatory marine buoys with a “restricted area symbol” and the words “No Entry” or “No Boats” on both ends of the project or at any other water access point. All buoys shall have a minimum installed exposure height of 36 inches. The buoys shall be placed in the middle of the canal and secured in place by appropriate anchoring methods. All buoys and markers shall be consistent with current Florida Fish and Wildlife Conservation Commission U.S. Coast Guard guidelines. Prior to beginning work each day and leaving the project site in the afternoon, the CONTRACTOR shall confirm that all markers/signage are in the correct location and all verbiage is legible. If the CONTRACTOR or DISTRICT representative witnesses or confirms any of the markers/signage have been removed/moved or vandalized in any way they are required to report the incident to the proper authorities and the DISTRICT Project Manager immediately. The CONTRACTOR shall repair or replace any markers are stolen or damaged at no additional expense to the DISTRICT.

## B. EQUIPMENT

1. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all local, state, and federal regulations. Only equipment designed for performance of work described herein shall be acceptable for operation. All equipment shall meet all safety requirements as established for this type of work. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer.
2. All equipment left on the project corridor unattended shall be parked as far away from the water's edge as possible. Unattended equipment shall be secured in a manner that shall prevent its movement by unauthorized personnel. Security of the CONTRACTOR's equipment is the responsibility of the CONTRACTOR.
3. Equipment repairs on the project corridor shall be limited to maintenance related tasks. Major repairs shall not be made on project corridor.

### 1.12 **USE OF PUBLIC STREETS AND TRAFFIC CONTROL**

- A. The use of public streets and roads shall be such as to provide a minimum inconvenience to the public and to other traffic. All materials spilled from trucks onto the streets and roads shall be cleaned immediately, to the satisfaction of the District.

- B. All safety precautions shall be taken, and all traffic controls shall be furnished in accordance with local, county, Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

#### **1.13 INGRESS AND EGRESS (ACCESS AREAS)**

- A. No equipment shall be operated that damages the bridges, pavement or turf areas adjacent to the work area unless permission in writing is obtained from the DISTRICT PROJECT MANAGER. The CONTRACTOR shall be responsible for and repair/replace to the satisfaction of the DISTRICT'S PROJECT MANAGER all CONTRACTOR-induced damage to adjacent bridge, pavement or turf areas.
- B. The CONTRACTOR understands that all access on property owned by third parties must be arranged prior to start of project. Access to private property must be arranged with the property owners and is not the CONTRACTORS responsibility. If such access is required to successfully complete the project, all accesses must be obtained prior to the start of the project. The CONTRACTOR shall abide by all special conditions or limitations on access required by the property owners. The CONTRACTOR shall not enter upon any of the lots nor commence work thereon until the District issues a Notice to Proceed. Areas disturbed by work operations shall be filled, re-graded, sodded, seeded, patched, repaired, and/or replaced as directed by the DISTRICT'S PROJECT MANAGER.

#### **1.14 PROPERTY PROTECTION**

- A. Responsibility for Protection and Restoration of Property: The CONTRACTOR shall be responsible for all damage or injury to person or property.
- B. Protection Against Mechanical Damage: The CONTRACTOR's responsibility for protection against mechanical damage shall include, but not be limited to, providing protection from vehicles and providing warning signs and barricades as might be necessary. The CONTRACTOR shall repair, restore and replace all property, which becomes damaged because of any activity by the CONTRACTOR or his or her employees in complying with these requirements. Coordination of repairs shall be made with the DISTRICT PROJECT MANAGER.

#### **1.15 CHANGES IN THE WORK**

- A. The CONTRACTOR shall not start on any changes or additional work in the project until a written amendment setting forth the adjusted Purchase Order

amount has been executed by the District and the CONTRACTOR. Any work performed on changes or additional work prior to execution of a written agreement may not be compensated for, at the discretion of the District.

- B. No separate additional compensation shall be granted because of any unusual difficulties, which may be encountered in the execution of any portion of the work.

#### **1.16 ON-SITE OBSERVATIONS AND INSPECTIONS**

- A. The CONTRACTOR shall make request for on-site observations or inspections 48 hours in advance and they shall be in writing, if directed by the DISTRICT PROJECT MANAGER.
- B. The fact that the DISTRICT PROJECT MANAGER has not made an early on-site observation or inspection to discover faulty material or work, omitted material or work, or material or work performed which is not in accordance with the Purchase Order, shall not bar the DISTRICT PROJECT MANAGER from subsequently rejecting such material or work later.
- C. Upon written notice from the CONTRACTOR of the presumptive completion, as defined below, of the entire project, the DISTRICT PROJECT MANAGER, along with other appropriate parties, shall inspect within 48 hours after the written notice is received by the Project Manager. If all work is completed to the DISTRICT'S PROJECT MANAGER's satisfaction and in accordance with the Purchase Order, such inspection shall constitute the final inspection. The CONTRACTOR shall be notified of final acceptance as of the date of the final inspection.
- D. If, however, the final inspection mentioned in paragraph C above discloses any work, in whole or in part, as being unsatisfactory, final acceptance shall not be given to the CONTRACTOR. The District and/or the DISTRICT PROJECT MANAGER shall give to the CONTRACTOR the necessary instructions or "punch lists" for correction of same, and the CONTRACTOR shall have until the expiration date of the Purchase Order to correct the deficiencies.

#### **1.17 QUALITY ASSURANCE**

- A. Completed work shall conform to the Statement of Work: The work site premises shall be clean and free of trimmings, stumps, roots, logs, or any other debris resulting from the work, and trash, litter or rubbish exposed during the CONTRACTOR's tree removal services.

- B. The DISTRICT'S PROJECT MANAGER or representative of the District shall have the right, during any phase of the work operations, to reject all work and materials that do not meet the requirements of the Statement of Work. Rejected work and/or materials shall be immediately removed from the project area and replaced with acceptable work and material prior to the contract expiration date.
- C. If at any time throughout the course of the project the DISTRICT PROJECT MANAGER observes regrowth from untreated stumps, the CONTRACTOR shall be responsible for re-cutting and treating the stump in accordance with the Statement of Work

**1.18 ARCHAEOLOGICAL AND HISTORICAL**

- A. Lee County will be responsible for identifying any sensitive cultural areas along project corridor. To include but not limited to archaeological sites and historical properties.

**1.19 Water Quality**

- A. Prior to the start of any work, the CONTRACTOR shall provide, install turbidity barriers at both ends of the project. The placement of the barriers shall be a minimum of 15' away from any pile supported structure. The CONTRACTOR shall keep in place and maintain all barriers until the work is complete unless directed otherwise by the DISTRICT Project Manager. If the top of the barrier becomes submerged for any reason, the CONTRACTOR shall suspend operations until the condition is corrected. The floating turbidity barriers shall extend to within two (2) feet above the bottom of the canal. The turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. The barriers must not impede manatee movement. The curtain shall not be attached to the canal bottom. Any rips or tears that occur in the turbidity barrier material during use shall be repaired or replaced immediately by the CONTRACTOR. Once the project has been completed and accepted the CONTRACTOR shall be responsible for removing all barriers. Additionally, the DISTRICT reserves the right to require the installation of additional turbidity curtains at any time during this project.

## **Exhibit A**

Site Location and Meeting Location Map

**INSERT MAP**

## **EXAMPLE 2 SFWMD STATEMENT OF WORK**

# **ATTACHMENT “A” EXAMPLE STATEMENT OF WORK EXOTIC PLANT CONTROL WATERCOURSE X**

### **1.01 INTRODUCTION**

This District is responsible with operating and maintaining existing infrastructure and restoring and preserving natural and aquatic areas. Species that interfere with these goals include, but are not limited to, water hyacinth, water lettuce, hydrilla, hygrophila, cattail, melaleuca, Australian pine, Brazilian pepper, Java plum, climbing ferns, torpedo grass, lead tree, earleaf acacia and many others. These species are well adapted to grow in the subtropical climate of South Florida and may not have any known natural control organisms in Florida.

At the present time, herbicides are the primary tool used by the DISTRICT to control these species. The methods of herbicide application include, but are not limited to, foliar spray, frill and girdle, stump, basal bark, broadcast (liquid and granular), and aerial applications. Broadcast application of certain herbicides may control these exotics and may be used in instances of dense monocultures.

- A. This Statement of Work is for treatment of exotic vegetation in Watercourse X. Watercourse X is a natural area located in Lee County and is approximately Y miles long. There are seven areas to treat within watercourse X comprising of an approximate total of 380 acres. Areas 1-5 located south of Y Blvd. and north of Z Road are less dense in vegetation and have been previously ground treated. The total acreage for this area is approximately 230 acres. In Area 1, only a portion will be treated (refer to map); its dimensions being approximately 1250ft. x 1350ft (~40 acres). Areas 6 and 7 located just south of C Road have previously been aurally and ground treated and includes an estimated 150 acres. The boundaries of the work area are indicated on the attached map in UTM grid corner coordinates.
- B. The objective is to enhance the vegetative quality of the exotic infested watercourse. Enhancement efforts include the removal of dense exotic vegetation (primarily but not limited to melaleuca spp.). The treatment is for exotic species including but not limited to FLEPPC Category I (excluding

exotic grasses) and day blooming jessamine. Refer to Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species and Category II Invasive.

## **1.02 SCOPE OF WORK**

- A. The goal is to provide improved habitat functions through exotic removal and the restoration of a sawgrass community. The enhancement efforts primarily target the elimination of melaleuca although all exotic invasive species such as Australian pine, Brazilian pepper, bischofia, torpedo grass, primrose willow, cattail, air potato and syngonium are included in the eradication program. If any additional exotic species are found by the CONTRACTOR, they must notify the District Project Manager immediately. All instructions for treatment sites will be given only by the DISTRICT PROJECT MANAGER. Treatment of watercourse X will start at the South end working in an East/ West direction towards the North end. The treatment area will extend to Highway XY and include the northwest corner of Area 1.
- B. The CONTRACTOR shall have full responsibility for systematically treating the area indicated on the map. Minimum District acceptable performance is defined as 100% treatment of the targeted vegetation within the boundaries of the treatment site with at least 95% control of targeted vegetation within the 6 month recommended period for control to occur.
- C. If the minimum acceptable performance is not achieved for any area of the project within the 6 month time frame following project completion additional thorough treatment of the target plant(s) shall be the responsibility of the CONTRACTOR at no cost to the DISTRICT. Areas missed during treatment or not responding to treatment may be required to be retreated at the CONTRACTOR'S expense.
- D. The CONTRACTOR shall be responsible, to the satisfaction of the DISTRICT, for the restoration or replacement of all native vegetation and property damaged as a result of any negligent activity by the CONTRACTOR.
- E. Control methods being used for invasive non-native plants are derived from years of South Florida Water Management District, partnering interagency research and experience. Further information can be found in the University of Florida IFAS publication SP242 (Control of Non-native Plants in Natural Areas of Florida).



It is understood and agreed that the CONTRACTOR, by careful examination, has been satisfied as to the nature and location of the work, character, quality and quantity of exotic vegetation to be encountered; as well as equipment and facilities needed prior to and during the scope of work, general and local conditions, and all other matters that can in any way affect the work under this Purchase Order. Work shall be done in accordance with recognized and approved standards of Department of Agriculture and Consumer Services and District Purchase Order Documents. All work shall be done without damage to native vegetation or private property or components that are intended to remain in the work area.

### **Upland and Natural areas applications:**

**Manual removal:** Includes hand pulling, and using chainsaws or machete to cut and pile targeted vegetation. Seedlings may be hand-pulled in an effort to minimize the impact of herbicides on non-target vegetation. Pulled seedlings should be left where roots do not come in contact with the soil to reduce the possibility of re growth.

**Foliar:** Herbicide is diluted in water and applied to leaves using backpack and spray-bottles. Application may be directed to achieve selectivity or broadcast.

**Stump treatment:** After felling vegetation, herbicide is sprayed onto the cut stump surface. Large trees will not be felled unless instructed by the District Project Manager.

**Basal bark:** Herbicide is applied, with a backpack or spray bottle directly to the bark around the circumference of each stem/trees. Herbicide must be in oil-soluble formulation.

**Frill and girdle (aka hack and squirt):** Cuts into the cambium are made completely around the circumference of the stem/tree no higher than one foot off the ground and herbicide is applied completely around the girdle.

All methods listed above have been found to be effective under certain circumstances. However, many factors can affect the performance of a herbicide application and results

can vary. Choice of application method, herbicide and rate for individual species depends on environmental conditions and personal experience. Marker dyes shall be used. Treatment methods will be determined by the DISTRICT PROJECT MANAGER, on a case by case basis. The CONTRACTOR may use other herbicides and methods of treatment with prior approval from the DISTRICT PROJECT MANAGER only.

### **1.03 DATA COLLECTION**

The ground crew Supervisor shall be responsible for collecting the following data: treatment date, weather condition, treatment location including Easting and Northing, (Datum NAD83), acres covered, target density, herbicide amounts and rates, number of applicators, hours worked, total hours of operating time, total hours of non-workable lost time, wind measurement as applicable, and any other information as may be required by the DISTRICT. This data shall be recorded on the "Daily Supervisor's Activity Report" form. One Daily sheet shall be used for each vegetation species treated. Upon completion of the treatments the CONTRACTOR shall verify the data and sign the forms. The original copy of this verification shall be submitted to the DISTRICT with the invoice.

### **1.04 DELIVERABLES**

- A. A monthly invoice shall include
  - 1) completed "Daily Supervisor's Activity Report(s)" and
  - 2) any herbicide invoice(s) associated to the project.
- B. An overall schedule (including times, acreage, staff and prospective time of project completion) shall be submitted to the District Project Manager prior to the start of the project. Additionally, a weekly summary shall be faxed or emailed on a specified date(s) to the District Project Manager, illustrating the Contractor's accomplishments for the week (acreage, map, funds used, etc...) and the upcoming week's schedule.

### **1.05 WORK BREAKDOWN STRUCTURE**

- A. The Contractor shall treat all exotic vegetation from the designated project boundaries as referenced on the map.
- B. Throughout the course of this project, the Contractor shall make every reasonable effort to preserve desirable/existing native vegetation within the

project area (pond apple trees, as well as native grasses, etc.), unless otherwise directed by the DISTRICT PROJECT MANAGER.

- C. Trees and debris must be prevented from falling into adjacent private properties. If this occurs work must cease until the tree or debris is removed from the watercourse, ditches, or aerial power lines.
- D. The Contractor and crews shall be familiar with the threatened & endangered species found within the area and follow all laws and ordinances in regard to these species.

#### **1.06 WEATHER**

The completion of this exotic vegetation removal project is crucial to ensuring that District funds and Contractor work time are used in the most effective way possible. Therefore, the Contractor must remain apprised of all weather conditions that may affect the District's jurisdiction.

- A. CONTRACTOR cannot claim more than 2 hours of lost time due to weather if worked two or more hours. If CONTRACTOR worked 1 hour then ceased work due to weather. The CONTRACTOR can only claim one hour for lost time. In addition, if work ceases early or if CONTRACTOR cannot work due to an unforeseen occurrence, the site Supervisor shall call the DISTRICT PROJECT MANAGER immediately.
- B. The DISTRICT PROJECT MANAGER has the right to postpone work due to anticipated bad weather and/ or change in site water levels.

#### **1.07 UTILITIES**

- A. It shall be the CONTRACTORS responsibility to exercise caution in the vicinity of any utility. The District shall not be responsible for any damage done to any utility by the Contractor.
- B. The CONTRACTOR shall be responsible for and repair/replace all Contractor-induced damage to pavement, buildings, telephone or other cables, water and force main's, lights, light poles, irrigation systems, or other structures which may be encountered.

- C. The CONTRACTOR shall make a thorough search of the site for utilities, structures, etc., before work is commenced in any particular location.
- D. The CONTRACTOR shall not purposefully disrupt or disconnect any type of utility; electric or irrigation services whatsoever.
- E. Should utilities, structures, etc., be encountered which interfere with the work, the DISTRICT PROJECT MANAGER or designee shall be consulted immediately in order for a decision to be made on the relocation of the work so it shall clear the obstruction, if the obstruction cannot be relocated.

## **1.08 SAFETY**

### **A. PERSONNEL**

1. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the CONTRACTOR. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work, including but not limited to securing all herbicides from public access. The CONTRACTOR shall be responsible for protecting and safeguarding employees and the general public in connection with the work and job site. The DISTRICT PROJECT MANAGER shall not be responsible for safety on or off the job site. The DISTRICT PROJECT MANAGER on-site observations or inspections shall be only for the purpose of verifying that the work is being conducted in accordance with the purchase order. The DISTRICT PROJECT MANAGER on-site observations or inspections are not for safety on or off the job site.
2. The CONTRACTOR shall also provide and ensure employees wear personal protective equipment in accordance with herbicide labels and laws. CONTRACTOR shall require employees to wear uniforms consisting of at least contractor's company name and telephone number at all times.
3. The CONTRACTOR shall ensure that at all times during the course of this project there is a maximum supervisor to crew ratio of 1:15. Each site Supervisor must speak English, possess, show and carry their up to date pesticide license and be qualified to perform the exotic removal services.

The site Supervisor shall also have in his/her possession a copy of the District's Purchase Order documents which include SOW, map, Initiation report and Daily sheets.

4. The CONTRACTOR shall have on site at all times appropriate first-aid kits.
5. The CONTRACTOR shall have on site and in good working condition at all times, a charged, working cellular phone.

## B. EQUIPMENT

1. **All equipment shall arrive on District properties clean of any and all plant matter.** All boaters, field personnel and other equipment operator should take simple, precautionary steps - every time they go to an aquatic system such as a lake, river, canal or even natural areas. Additional precautionary measures can be found on the ECISMA link: <http://www.floridainvasives.org/index.html>
2. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all local, state, and federal regulations. Only equipment designed for performance of work described herein will be acceptable for operation. All equipment shall meet all safety requirements as established for this type of work. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer.
3. All equipment left on the project corridor unattended shall be parked as far away from the road as possible. Unattended equipment shall be secured in a manner that will prevent its movement by unauthorized personnel. Security of the Contractor's equipment is the responsibility of the CONTRACTOR. All equipment must be removed daily.
4. The CONTRACTOR will be responsible for labeling herbicide containers & bottles and include proper identification for vehicles. All vehicles must be properly identified with at least the Company name.

## **1.09 USE OF PUBLIC STREETS AND TRAFFIC CONTROL**

- A. The use of public streets and roads shall be such as to provide a minimum inconvenience to the public and to other traffic. All materials spilled from trucks onto the streets and roads shall be cleaned.
- B. All safety precautions shall be taken and all traffic controls shall be furnished in accordance with local, county, Department of Transportation, and/or other government agencies having jurisdiction, where partial or complete obstruction of highways, roadways, streets, drives or sidewalks is required in the performance of the work.

## **1.10 INGRESS AND EGRESS (ACCESS AREAS)**

- A. No equipment shall be operated that damages the bridges, pavement or turf areas adjacent to the work area unless permission in writing is obtained from the DISTRICT PROJECT MANAGER. The CONTRACTOR shall be responsible for and repair/replace to the satisfaction of the DISTRICT'S PROJECT MANAGER all CONTRACTOR-induced damage to adjacent bridge, pavement or turf areas.
- B. The CONTRACTOR understands that all access on property owned by third parties must be arranged prior to start of project. Access to private property must be arranged with the property owners and is not the CONTRACTORS responsibility. If such access is required to successfully complete the project, all accesses must be obtained prior to the start of the project. The CONTRACTOR shall abide by all special conditions or limitations on access required by the property owners. The CONTRACTOR shall not enter upon any of the lots nor commence work thereon until the District issues a Notice to Proceed. Areas disturbed by work operations shall be filled, re-graded, sodded, seeded, patched, repaired, and/or replaced as directed by the DISTRICT'S PROJECT MANAGER.

**Exhibit A**

Site Location and Meeting Location Map

**INSERT MAP**