

SECTION C
TECHNICAL PROVISIONS

TP-1. General. The CONTRACTOR shall be responsible for supplying labor and other resources needed to maintain acceptable levels of vegetation within the areas covered by this contract (See Section J, Attachment 3, Project Map and Attachment 7, Lake Okeechobee Aquatic Plant Control List of Eligible Areas). The Contractor shall provide as requested by the Corps, the appropriate number of spray crews and mechanical harvesting capability to respond to changing lake conditions. Each spray crew utilized for aquatic plant management efforts under this contract shall be supervised by an on-board herbicide applicator that is licensed by the State of Florida Department of Agriculture and Consumer Services in the “Aquatics” category. If not licensed in the State of Florida, the Applicators must be licensed within 30 days of the contract award date. Work shall be in compliance with all current and subsequent applicable laws, regulations, ordinances, and other rules of the United States of America, the State of Florida or local government wherein the work is done, as well as the Corps of Engineers Letter of Operating Procedures for Aquatic Plant Management on Lake Okeechobee (Section J, Attachment 1). As set forth in the Corps of Engineers Letter of Operating Procedures for Aquatic Plant Management on Lake Okeechobee, the Corps will be responsible for coordinating the annual work plan and any modifications with the Florida Department of Environmental Protection. The Contractor shall, at his/her own expense, obtain any licenses or permits required to fulfill the obligations of the contract.

TP-2. Project Operations.

TP-2.1. Removal of Aquatic Growth (RAG) project area includes Lake Okeechobee, Okeechobee waterway and associated tributaries. (See Section J, Attachment 8, Aquatic Plant Control Priority List)

TP-2.1.1 . The RAG Project will utilize an integrated pest management strategy incorporating biological, chemical, mechanical and physical control techniques.

TP- 2.1.2. Treatment of water hyacinth and water lettuce shall be accomplished following the guidelines set forth in the Lake Okeechobee Floating Vegetation Herbicide Guidelines (Section J, Attachment 2).

TP-2.1.3. Treatment of hydrilla will be limited to areas for navigational access, canals and water control structures. Treatment will be carried out using label rates of Aquathol K, Sonar and/or mechanical harvesting.

TP-2.1.4. Minor plants will be treated with the most appropriate herbicide (typically 2, 4-D, Reward or Rodeo) applied at label rates and/or controlled by mechanical harvesting or

physical control techniques. Treatments of minor plants will be undertaken to maintain navigational access and/or the integrity of flood control canals and structures.

TP-2.1.5. Tussocks (floating mats of vegetation) will be treated using Rodeo, Reward, and/or 2, 4-D or removed via mechanical means. If tussocks enter into navigational channels and/or flood control channels or structures, mechanical removal may be required as determined by the COR. The equipment to be utilized will depend on the location and magnitude of the problem and will require prior approval by the COR.

TP-2.1.6. The COR will provide instruction (i.e., training classes) to the Contractor regarding endangered species on the project including but not limited to the Everglades Snail Kite and the Okeechobee Gourd. In addition, active bird rookeries should be avoided. When any endangered species or an active bird rookery is encountered operations in the area will be curtailed and the COR will be contacted. Operations in the area will resume only after consultation with the COR.

TP-2.1.7. The COR will inform the Contractor of active fish spawning areas which should be avoided during apparent spawning behavior. The COR will interact with lake users, FGFWFC, SFWMD, DEP, and USFWS personnel regarding this issue.

TP-2.1.8. Water and Lake conditions will have a direct bearing on the application of herbicides. Contractor's work schedule shall be sufficiently flexible to meet these changing needs.

TP-2.2. Working Hours.

TP-2.2.1. The Contractor shall aggressively pursue treatment of assigned areas except in the event of inclement weather. Work will not be performed on Saturdays, Sundays or Federal holidays unless approved by the COR. A minimum number of personnel required to handle emergency situations must be available, on call, 24 hours per day, 7 days per week. The Contractor will provide the COR with the telephone numbers to call when the Government, in the absence of contract personnel, recognizes the need for emergency services. The Contractor, when notified, will have such personnel as may be required to effect necessary services present within four (4) hours of receipt of the notification.

TP-2.2.2. Normal working hours and days, except as otherwise specified or approved in advance by the COR, shall be Monday through Friday, within the hours of 7:00 a.m. to 5:30 p.m., Eastern time.

TP-2.3. Control Methods. Chemical, biological, mechanical, environmental manipulation, snagging, or a combination of these methods may be used in accordance with the approved annual work plans. The methods selected for use and approval thereof will consider the demonstrated effectiveness, economic justification, selectivity to target species, and potential adverse environmental effects. The best available technology as determined by the COR will be employed.

TP-2.3.1. Chemical. Herbicides used must be registered for the intended use by the U.S. Environmental Protection Agency and the Florida Department of Agriculture and Consumer Services. The products must have full EPA registration, Section 3; Special Exemption, Section 18; or Experimental Use Permit, Section 5; of the Federal Insecticide, Fungicide, and Rodenticide Act (86, Stat. 973), as amended. Spray mixture additives (adjuvants) are allowable when required by the product label or when the benefits to be derived exceed the additional costs of the additive. Herbicides shall be used in a manner consistent with label instructions and precautions and manufacturers Material Safety Data Sheets. Selection of a herbicide will include consideration of the potential environmental effect, the label water use restrictions and consistency with primary water usage. Selection of herbicides for management of floating plants must be in agreement with the Lake Okeechobee Floating Vegetation Guidelines (Section J, Attachment 2). The public shall be notified of any water restrictions due to treatment and the dates that the restrictions will be in effect. Application of herbicides shall be controlled at all times to prevent drift onto non-target areas or species of plants. No applications will be made when prevailing winds make such operations hazardous to non-target areas or plants. The use of aircraft for the application of herbicides will be restricted to specific areas and weather conditions to prevent any possible hazard from drifting herbicide. No aerial applications shall be made at an altitude of more than 35 feet above vegetation level. All aerial applications must have prior approval from the COR.

TP-2.3.1.1. Posting Procedures. The Contractor will post maps of projected treatment locations and herbicide water use restrictions signs every two weeks on bulletin boards or attached to posts at all access points listed in Section J, Attachment 6.

The Contractor shall mark treatment locations. Markers will be placed in line of sight to delineate the spray area. The markers will be placed at least a boat width away from the vegetation so it can be visible. Applicators should maintain a safe operating distance between the boaters and themselves.

TP-2.3.1.2. Fish and Wildlife Concerns. The COR will inform the Contractor of areas of the lake to be avoided during certain times of the year including fish spawning areas, traditional duck hunting areas during hunting seasons, and Snail Kite breeding and nesting areas.

TP-2.3.1.3. Drinking Water Intakes. No herbicides will be applied within one-half mile of any active drinking water intake. Freshwater Intakes are identified on the project map (Section J, Attachment 4).

TP-2.3.2. Biological. Biological control agents such as insects, fish, and plant pathogens may be used as they are proven to effectively assist in the control of aquatic plants and have proven their ability to perform this task without undue harm to the ecosystem. All biological control applications must have prior approval from the COR.

TP-2.3.2. Mechanical. Mechanical devices such as floating booms, underwater cutters, and mechanical harvesters may be used for vegetation control where their use is justified. Tussocks may need to be pushed out of navigational channels or away from boat ramp areas. Mechanical control will be used as identified in the Lake Okeechobee Aquatic Vegetation Management Plan in special areas where water use and/or environmental considerations call for this method of control. Prior approval must be received from the COR before any mechanical cutting and/or harvesting operations are conducted.

TP-2.3.4. Environmental Manipulation. Alteration of the physical environment of the target plant through dredging, shading or similar procedures may be used for control of plants susceptible to these methods after prior approval by the COR.

TP-2.3.5. Snagging. Removal of physical obstructions such as wind fall timber to gain access to pockets of target plants that are significant to the overall control effort, to provide alternate channels that will require less vegetation management, or that can be shown to otherwise benefit the aquatic plant control operation are allowable. Snagging operations specifically for the purpose of assisting aquatic plant control operations and requiring less than one day for a work crew to perform in one general area may be undertaken without prior approval. More extensive snagging work must be approved by the COR prior to performance to be eligible under the Contract.

TP-2.4. Levels of Control. Acceptable levels of plants to be controlled in Lake Okeechobee will vary depending upon the growth potential of the target plant, the mobility of the species, the potential impact on navigation, flood control, recreation, the environment, and the benefits to be derived from the control effort. Exotic species of plants that exhibit a weedy potential will be kept at the lowest possible levels. Control of native species is of secondary importance to the overall program and they will only be treated when necessary to maintain navigation. In general, aquatic plant management operations performed under this Contract will conform to the Lake Okeechobee Aquatic Vegetation Management Plan (Section J, Attachment 5). Overall program treatment priorities are outlined on the attached Priority List. The annual workplan should identify all treatments planned within each priority category. Actual treatments will then be undertaken pursuant to the workplan.

TP-2.5. Reporting. The Contractor shall provide the Corps/COR the number and types of reports set forth below, within the time frame specified.

TP-2.5.1. Annual Work Plan. The Contractor shall provide a proposed workplan for the ensuing fiscal year's operations to the COR by 1 May of each year. This plan will be used by the Corps in designing the following year's program that will become Appendix A, Annual Workplan, of the Contract for that year. An initial workplan will be provided by the contractor within 60 days after the award of the contract for the remainder of fiscal year 1999. The level of detail and format of the annual workplan will be established by the COR. The Annual Workplan as a minimum shall contain the following information:

TP-2.5.1.1. A full and complete detailed description of the work to be performed, to include the estimated number of acres of each aquatic plant species that shall be controlled during the federal fiscal year.

TP-2.5.1.2. The method of control that will be utilized (biological, herbicidal, mechanical, and integrated), the application strategy and/or application rate, or biological agent description.

TP-2.5.1.3. The total estimated costs involved for performing the task, which will be paid by the Corps to the Contractor.

TP-2.5.1.4. A Program Operations Plan which demonstrates how the Contractor will meet the requirements of the Contract for managing aquatic plants on Lake Okeechobee. This plan shall include the number of crews assigned to the program and what additional resources are and will be available if management conditions require additional support.

TP-2.5.2. Bi-weekly Schedule of Operations. A bi-weekly schedule of proposed operations shall be submitted by the Contractor to the COR for approval. The schedule will list and prioritize the proposed work by area within Lake Okeechobee and/or its tributaries, the species to be treated, and the method of control to be used. If chemical control is proposed for use, the specific herbicide, application rate, and spray additives will be listed. Each bi-weekly schedule shall be submitted to the COR by the Monday prior to the scheduled work. The Corps reserves the right to modify approved schedules.

TP-2.5.3. Weekly Report of Operations. All work under the Contract will be recorded on SAJ Form 454, Weekly Report of Operations, with equipment, materials, and crew time itemized and reported in the appropriate portions of the form. The reports will be reviewed for accuracy and signed by the foreman or supervisor of the work crew. The original SAJ Form 454 shall be forwarded to the COR by the Wednesday of the week following the actual work. A copy of the completed forms will be used as a work sheet in computing the invoice amounts under the Contract. Cumulative times and amounts of materials will be multiplied by the appropriate rates and the extensions added to derive total costs for each sheet. The original work sheets will be retained in the Contractor

office for audit purposes. Legible copies of applicable worksheets will accompany each invoice submitted to the Corps as back-up information. The forms will contain the following:

- Name(s) of applicator
- Date
- Hours of operating time
- Number of acres treated
- Area treated (brief narrative)
- Number of water use restrictions utilized
- Target plants
- Name of herbicides, adjuvants and amounts used
- Hourly wind readings; time, speed, direction
- Map indicating where the treatment took place
- Other pertinent information as required by the COR

TP-3. Management.

TP-3.1. Invoicing. A copy of the contractor's invoice along with copies of the worksheets used to compute the invoice (refer to para. TP-2.5.3 above) shall be sent to:

Environmental Stewardship Section
U.S. Army Corps of Engineers
525 Ridgelawn Road
Clewiston, Florida 33440-5399

TP-3.2. Supervision.

TP-3.2.1. Supervision of field operations will be carried out by representatives of the Contractor to determine that all provisions of this contract are met. To accomplish this, the Contractor shall establish and execute a quality control program. The Contractor shall submit as part of its Program Operations Plan a quality control plan depicting in detail an inspection system covering all work performed under this contract. It must specify the amount and frequency or milestones at which work will be inspected. Proposed changes to this plan must be approved by the COR.

TP-3.2.2. The Contractor shall be, or shall provide, a Superintendent who will be physically present on the project site whenever the work specified herein is being performed. The Superintendent shall conduct overall management coordination and be the central point of contact with the Government for performance of all work under this contract. The Superintendent shall have full authority to contractually commit the contractor for prompt action on matters pertaining to the administration of this contract.

TP-3.3. Inspections.

TP-3.3.1. All work will be conducted in accordance with the contract. Operations will be subject to routine inspection by Corps personnel to ensure that the work is accomplished as planned and the results obtained are satisfactory for acceptance. In the event the COR determines the work to be unacceptable for reimbursement, a joint on-site inspection by the Corps' staff and the appropriate Contractor superintendent will occur within two (2) days of the COR notifying the Contractor of the unacceptable work. If the work is unacceptable to the COR after the second inspection, re-treatment may be required, or reimbursement may be denied. Should subsequent inspections reveal the work to be satisfactory, the costs incurred by the Contractor for subsequent inspections shall be reimbursed in addition to the cost of the work.

TP-3.3.2. Inspections may be made by Corps personnel before, during, and upon completion of operations in an area. Where management operations have been conducted under a supplemental contract, a joint inspection by representatives of the Corps and Contractor may be arranged prior to acceptance of the completed work. Post-work inspections by the Corps shall take place within the time limits stated below once the Corps is notified by the Contractor that the work has been completed.

TP-3.3.2.1. Floating vegetation – seven (7) days after notification.*

TP-3.3.2.2. Emergent vegetation – ten (10) days after notification.*

TP-3.3.2.3. Submersed vegetation (contact herbicides) – twenty-one (21) days after notification.*

TP-3.3.2.4. Submersed vegetation (sonar) – thirty (30) days after notification.**

*Notification will consist of the Corps receiving from the Contractor a completed SAJ Form 454 for the work.

**The Corps will have thirty (30) days after notification of completed work to inform the Contractor of unacceptable work. If the Contractor is not notified within the thirty (30) days, the work shall be considered acceptable.

TP-3.4. Contract Employees.

TP-3.4.1. The Contractor shall provide an adequate number of fully qualified personnel to effectively comply with these specifications. All contract employees shall conduct themselves in a proper manner at all times. Since the majority of work will be performed in the presence of the general public, the conduct of all employees is critical and will be closely monitored.

TP-3.4.2. The Contractor shall remove from the site any individual whose continued employment is deemed by the COR to be contrary to the public interest or inconsistent with the best interest of the U.S. Army Corps of Engineers.

TP-3.4.3. The Contracting Officer or the COR will require the Contractor to immediately remove from the work site any employee of the Contractor who is incompetent or who endangers persons or property or whose physical or mental condition is such that it would impair the employee's ability to satisfactorily perform the work. Notification to the Contractor will be made in writing if time and circumstances permit. Otherwise, notification will be verbal and shall be confirmed in writing as soon as possible. No such removal, however, will reduce the Contractor's obligation to perform all work under this contract and immediate replacement shall be made as required.

TP-3.5. Equipment. The Contractor shall furnish all equipment necessary to accomplish all work required by this contract. As a minimum, the Contractor shall utilize equipment that equals or exceeds the quantity and quality set forth in the Contractor's proposal that was evaluated by the Government for award of the contract. No Government space or facilities will be provided under this contract. The Contractor shall provide adequate storage for all supplies and equipment.

TP-3.5.1. Aquatic Equipment.

TP-3.5.1.1. The airboat will have an on-board mixing/holding tank for liquid application.

TP-3.5.1.2. Airboats will be capable of safely traversing the open, sometimes rough waterbody of Lake Okeechobee, will be capable of sustained operations at slow speeds to apply herbicides, and be capable of maneuvering in water that is heavily infested with submersed and emersed aquatic vegetation with a fully loaded mixing/holding tank. Personal Flotation Devices (PFD) will be worn at all times and all other safety standards will be met in accordance with the USACE Safety and Health Requirements Manual EM 385-1-1.

TP-3.5.1.3. Airboats will be equipped with necessary application equipment to apply either liquid or granular formulations of aquatic herbicides to target aquatic plants. Pump units will be used in conjunction with an appropriate hand held spray gun with adjustable nozzle with instantaneous shut off capability for evenly applying liquid herbicides to emersed or submersed aquatic target plants.

TP-3.5.1.4. The Contractor will furnish a spreader capable of evenly distributing granule or pelletized herbicides to the target area from the airboat.

TP-3.5.1.5. The Contractor shall provide and use, per herbicide label requirements, water quality (D.O.), wind velocity and/or any other measurement equipment necessary for the safe conduct of the work assigned.

TP-3.5.1.6. Aircraft used for aerial applications shall be equipped with microfoil booms and a GPS system (UTM capable). A minimum of two boat ground support with radio communication capability between the aircraft and boats will be in place during aerial applications.

TP-3.6. Radios. The Contractor shall provide mobile two-way FM radio communication set on the same frequency in the vehicles to be used by the Contractor's foreman/superintendent, quality control person. Employees shall be instructed in the proper use of radio equipment. The Contractor shall also supply one of these mobile radio units to the COR, new and in good operating condition and complete with all components. The Contractor will provide an effective means of communications with the spray boats.

TP-3.6.1. Customer Service Hotline. The Contractor shall furnish a dedicated telephone line for customer service calls. Calls will be documented and a weekly summary will be forwarded to the COR. The summary will list the name and phone number of the caller, the nature of the call, the Contractor's response and any follow up required.

TP-3.6.2. GPS Location of Spray Area. The Contractor shall furnish each spray boat with hand-held GPS equipment (UTM capable) to locate the treatment areas and provide the COR with GPS coordinates on the Form 454 records. The units will have an accuracy range of 50 to 100 meters.

TP-3.7. Condition of Equipment. All equipment used to perform work under this Contract must be in good operating and mechanical condition and comply with EM 385-1-1, Corps of Engineers Safety and Health Requirements. The COR reserves the right to inspect any of the Contractor's equipment used under this Contract to ensure compliance. If the equipment is found at any time not to be suitable for the purpose intended, or to represent, in the COR's opinion, the best available technology, the COR reserves the right to reject it. The Contractor will not use any rejected equipment to perform work under this Contract until it is re-inspected and approved for use by the COR.

TP-3.8. Vehicle Marking. Contractor's vehicles shall be identified with the company name prominently displayed (minimum 2" letters) on the outside of both front doors in such a manner as to provide a visible means of identification. The identification may be painted on the doors or magnetic signs may be attached to the doors. Contractor's airboats shall also be identified with the company name prominently displayed and individual boat identification numbers (minimum 12" numbers). Logos shall not be used in lieu of the above described vehicle identification.

TP-3.9. Damage or Loss of Contractor's Supplies and Property. The Contractor is responsible for taking the action necessary to protect all Contractor property and the personal property of Contractor employees from loss, damage or theft. The Government assumes no responsibility for loss, theft, damage, or any other detrimental occurrences of the above.

TP-3.10. Misplaced Material. Should the Contractor, during the progress of the work, lose, dump, throw overboard, sink or misplace any material, machinery, or object, which in the opinion of the Contracting Officer or COR is dangerous to or obstructs navigation, creates a nuisance or pollution problem, is unsightly or not in keeping with the purity and/or esthetic value of the area, or waterbody, the Contractor shall give immediate notice, with description and location of such obstructions, to the COR and if required, shall mark or buoy such obstructions until same is removed by the Contractor. Should the Contractor refuse, neglect, or delay compliance with the above requirements, the obstructions will be removed by the COR and the Contractor will be liable for the cost of such removal. The liability of the Contractor for removal of a vessel wrecked or sunk without fault or negligence shall be limited to that provided in Sections 15, 19, and 20 of the River and Harbor Act of March 3, 1899.

TP-3.11. Public Information Meetings. The Contractor shall participate in all public meetings sponsored by the Corps concerning aquatic plant management activities covered by this contract.

TP-4. Safety.

TP-4.1. Accident Prevention Plan. The Contractor shall furnish the Corps a comprehensive safety plan to implement the general policies and procedures for the safe performance of work under this Contract in accordance with Appendix Y, EM 385-1-1, Corps of Engineers Safety and Health Requirements.

TP-4.2. Safety Meetings. The Contractor shall conduct weekly meetings to discuss safety items, particularly those pertaining to current and upcoming work. The Contractor shall provide at least one day advanced notice of safety meetings to the COR so Corps of Engineers personnel can attend. A quarterly report of the meetings shall be furnished in writing to the COR by the 15th day following the end of each quarter. The report shall include the following information on each meeting: Date and location of meeting, names of persons attending, safety items discussed and person(s) who conducted the meeting.

TP-4.3. Personal Clothing and Safety Apparel. The Contractor shall adhere to all labeled safety precautions and restrictions for clothing and safety equipment when mixing and applying herbicides.

TP-4.3.1. Pursuant to Appendix K of the Safety and Health Requirements Manual (EM 385-1-1), medical surveillance is required for all employees and includes, at a minimum, an annual medical herbicides.

TP-4.4. Accident Reporting. Any accident resulting in lost time or property damage of \$1000 or more will be reported on ENG Form 3394 and submitted to the COR within 5 working days. If an accident occurs resulting in a fatality, damage of \$50,000 or more, 5 or more persons hospitalized, or any incident which would create attention to the Corps of Engineers, immediate notification must be made to the COR.

TP-4.5. Safeguarding Government Property, Private Property, and Non-Target Vegetation. The Contractor shall cooperate with Government personnel in safeguarding Government property. The Contractor shall be responsible for reporting all significant acts of treating and/or spraying non-target plants. The Contractor shall use reasonable care to avoid damaging buildings, equipment, non-target vegetation and other Government property. If the Contractor's failure to use reasonable care causes damage to or loss of any of this property, the Contractor shall replace or repair the damage, at no cost to the Government, as the COR directs. In all instances of Government property and/or equipment damaged by Contractor employees, a full report of the incident and extent of such damage shall be submitted to the COR, within 2 work days (unless weekends and holidays) of occurrence.

END OF SECTION C

