



Smith Mountain Lake: The Jewel of the Blue Ridge

TRI-COUNTY LAKE ADMINISTRATIVE COMMISSION

Request for Proposal for a Survey of Aquatic Vegetation in Smith Mountain Lake Due Date: 3 P.M. – April 14, 2010

1. Proposal

The Tri-County Lake Administrative Commission, a joint administrative commission formed by the counties of Bedford, Franklin and Pittsylvania, (herein referred to as TLAC), is requesting proposals from qualified firms to provide a survey of a large portion of the shoreline of Smith Mountain Lake (SML), at the most favorable time, to identify the location and types of aquatic vegetation that are present. SML is an inland body of water with over 500 miles of shoreline and 20,260 surface acres of water. In previous years, the following aggressive invasive aquatic vegetation species have been identified in SML: Hydrilla, Brazilian elodea and Curlyleaf pondweed.

2. Scope of Work

- a. **Identification and Mapping:** Contractor is to provide a detailed, scaled, ArcView compatible map of SML, clearly indicating where native and non-native vegetation exists from the shoreline (full pond is 795') to a depth of 15', and clearly identifying the aquatic vegetation species along with a detailed report indicating the findings, and a qualitative indication of the amount and density of the vegetation. This indication will be agreed between TLAC and the final contractor.
- b. **Identification of Aggressive Invasive Aquatic Vegetation:** Any sightings of aggressive invasive aquatic vegetation such as, but not limited to, Hydrilla, Brazilian elodea, Curlyleaf pondweed and Eurasian watermilfoil are to be reported, and samples from each location are to be provided, to the Lake Management and Project Coordinator at the TLAC office within 48 hours of the identification. TLAC will reserve the right to ask the contractor to take a designated person(s) to that location for verification of the presence and identification of the aquatic vegetation.
- c. **Recommendations:** Additionally, this report should include recommendations for the treatment of Hydrilla, Brazilian elodea, Curlyleaf Pondweed and any other indentified aggressive invasive aquatic vegetation species.
- d. **Methodology: Two separate proposals are invited. A Proposal for Methodology #1 is required. A second proposal, for Methodology # 2 is desirable, but not required. You must realize that if the Board chooses to use both a ground survey and hydroacoustic (methodology #2), that if you only provide a bid for methodology #1, that your bid would not be selected. Thus, we encourage all bidders to submit bids for both methodologies.**

Methodology #1: This survey is to be accomplished utilizing the point-intercept vegetation survey methodology of Madsen (1999). Approximately 1600 pre-defined points are to be surveyed. A list of those points will be provided to the successful bidder. The waypoints have been developed using GIS software and a 300 feet by 300 feet grid. An aquatic vegetation sampling device (throw rake) is to be utilized to verify all visual observations, with vegetation presence and identification included. The rake should be tethered to a 25' rope and should be

tossed into the water and allowed to sink until it contacts the bottom. At that point, the rake should be slowly pulled back into the boat. This methodology should include size of each aquatic vegetation bed. Additionally, a GIS program should be utilized to create aquatic vegetation layers from the GPS data, create maps and to calculate coverage areas. The survey will also include a record of all visible vegetation in the areas surrounding each point.

Methodology #2: Hydroacoustic data from the pre-defined points are to be gathered. A GIS program should then be utilized to create aquatic vegetation layers from the data, create reports and maps indicating the vegetation coverage (biocover) and vegetation volume (biovolume) for the entire survey area. This hydroacoustic survey is to be followed by the ground survey indicated in Methodology #1. A bid for this methodology should include fees for Methodology #1 and Methodology #2 combined.

- e. **GPS equipment:** GPS equipment comparable with Trimble GO/XM unit. Data files must be in a format (using decimal degrees format) compatible with ArcGIS. An accuracy of no less than 1 - 3 meters is required.
- f. **Final Report:** A final report shall be prepared which will include detailed information of the aquatic vegetation species identified at SML, including a calculation of the frequency of occurrence, density, size of bed, depth of the water at each location where vegetation is identified, as well as all information noted in items 2a and 2b. Twenty-five (25) copies of the final report shall be prepared and no more than two (2) presentations will be provided to TLAC representatives to review details of the findings. Additionally, at TLAC's option, two days of on-water review of locations and areas selected by TLAC, is to be provided.

3. Credentials

All bidders must submit a statement listing their credentials to conduct such a survey and their ability to identify aquatic vegetation species. This statement should include a description of similar surveys of lakes conducted by the firm.

4. Bidder Information

It is the responsibility of the Contractor to inquire about and clarify any requirements of this request for proposals that is not understood. Any interpretation of these specifications shall be requested in writing no later than *seven (7)* working days before the date set for the opening of proposals. Any interpretation made to a prospective contractor will be expressed in the form of a FAQs sheet which will be included with the RFP information on our website, www.sml.us.com. Only at the request of a prospective contractor will this FAQ sheet be mailed. Such a request must be made no later than seven (7) working days before the date set for the opening of proposals.

5. Additional Information Required in Proposal

- a. Minimum of five references including name, current address and telephone number. At least two references must be for previous and/or current customers on large lakes, such as SML.
- b. Description of equipment to be used in this project, most specifically the type of boat to be used, GIS equipment, as well as hydroacoustic equipment (if providing a bid for Methodology #2).
- c. The total price to be furnished is to include all services, including the rental of any and all equipment. Price will be considered but will not be the sole determining factor.
- d. Proposal is to state when the survey would be accomplished and an explanation as to why that time frame would be most advantageous. Also, proposal should include how specific species of vegetation will be identified (also see section #3).
- e. Experience and knowledge of Rules and Regulations for Enforcement of the Virginia Pesticide Law.

- f. Proof of level of Insurance noted in Section 7.
- g. Cost change to TLAC for each 50 sites, designated as pre-defined points, that are added or eliminated from the initial proposed total of 1,600. These would be groups of 50 located close to existing sites, and not randomly dispersed sites.

6. Completion of Project

It is expected that the contractor will survey the shoreline during the most advantageous time in the vegetation cycle to accurately identify different species, keeping in mind that TLAC may elect to act on the report during that growing season, and that herbicide application could be more effective at a specific time during the growing season.

7. Insurance

The contractor shall carry and maintain until acceptance of the work such Workman's Compensation, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operation under this contract whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them. Insurance coverage shall be as follows:

- a. Workman's Compensation Insurance as required by the Commonwealth of Virginia.
- b. Contractor's Public Liability and Property Damage Liability Insurance in an amount of \$1,000,000 for injuries, including accidental death, to any one person. Subject to the same limit for each person in an amount not less than \$1,000,000 on account of one accident; the Contractor's Property Damage Insurance in an amount not less than \$100,000 for each occurrence and aggregate will also be carried.
- c. Sub-contractor's Public Liability and Property Damage Insurance as specified in 7b above.
- d. Automobile and Watercraft Public and Property Damage Insurance in an amount not less than \$1,000,000 single limit for injuries, including accidental death and property damage.

8. Equal Employment Requirements

Because the accepted bid may be in excess of \$10,000.00 during the performance of the contract, the contractor agrees to the following:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, sex, age, or national origin except where religion, sex, age, or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post, in conspicuous places, available to employees and applicants for employment, notice setting forth the provision of the nondiscrimination clause.
- b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.
- c. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- d. The contractor will include the provision of the foregoing paragraphs (a, b and c) in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor and vendor.

9. Drug-free Workplace

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintain a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

In addition to the provisions above pertaining to drug-free workplace, Contractor shall comply with the Federal Drug Free Workplace Act.

10. Faith-based Organizations

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, in all invitations to bid, requests for proposals, contracts, and purchase orders, the County does not discriminate against faith-based organizations.

"Faith-based Organization" means a religious organization that is or applies to be a Contractor to provide goods or services for programs funded by the block grant provided pursuant to the Personal Responsibility and Work Opportunity Reconciliation act of 1996, P.L. 104-193.

If Contractor is a faith-based organization, then Contractor shall give to each individual who applies for or receives goods, services or disbursements provided pursuant to this Agreement the following notice:

NOTICE

Pursuant to Section 2.2-4343.1 of the Code of Virginia of 1950, as an applicant for or recipient of goods, services, or disbursements provided pursuant to a contract between the County and a faith-based organization, you are hereby notified as follows:

Neither the County's selection of a charitable or faith-based provider of services nor the expenditure of funds under this contract is an endorsement of the provider's charitable or religious character, practices, or expression. No provider of services may discriminate against you on the basis of religion, a religious belief, or your refusal to actively participate in a religious practice. If you object to a particular provider because of its religious character, you may request assignment to a different provider. If you believe that your rights have been violated, please discuss the complaint with your provider or notify the Lake Management and Project Coordinator.

11. Selection Procedure

All firms shall be evaluated on a number of criteria including, but not limited to, experience with aquatic vegetation survey of similar complexities and scope of work, the number of years in aquatic vegetation related business, cost, equipment, availability, references, credentials and any other qualifications that TLAC representatives deem important in the evaluation process. Following an evaluation of the written proposals, TLAC may, at its discretion, engage in discussions with the bidders deemed fully qualified. TLAC will then select a contractor and execute a contract for services to be rendered. The successful bidder shall be determined by the “competitive negotiation” process as defined in Section 2.2-4301, Code of Virginia 1950, as amended. Price will be duly considered, but may not be the sole determining factor. All bidders responding to this Request for Proposal will be notified as to the status of the contract award.

12. TLAC Rights

TLAC reserves the right to reject any and all proposals, to contact any bidder or references prior to award for explanation or clarification and to waive informalities in the proposals.

13. Assignment of Rights

It is understood that TLAC reserves the right to assign its interests in this contract. Contractor may not assign its interests in this contract without consent from TLAC.

14. Proposal Binding

The contents of the proposal submitted by the contractor shall become an attachment to and made part of the agreement to be executed between the contractor and TLAC. This Request for Proposal shall become a part of the final contract. TLAC reserves the right to withhold payment to contractor if any of the articles in this document are not upheld, until the situation is rectified.

15. Termination of Contract

TLAC reserves the right to terminate the contract without cause upon 30 days notice to contractor. In the event of termination pursuant to this paragraph, the contractor will be paid for all services provided through the date of termination less any costs or fees incurred by TLAC.

16. Indemnification

The contractor shall indemnify and hold harmless TLAC, its officers, boards, committee members, commissions, agents, and employees, as well as the counties of Bedford, Franklin, and Pittsylvania against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or consultant fees, court costs, per diem, expense traveling and transportation expense, or other costs or expenses arising out of or pertaining to the performance of this Agreement by Contractor and for which Contractor would otherwise be responsible unless resulting from the negligence of TLAC, the three counties surrounding SML, or its officers, boards, commissions, agents, or employees.

17. Termination By The Owner For A Cause

TLAC may terminate the contract if the Contractor:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.
- b. Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractors;

- c. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction *or those of Appalachian Power Company*; or
- d. Otherwise is guilty of substantial breach of a provision of the Contract documents
- e. Fails to meet TLAC's standards for quality of work

18. Payment

Payment for all work performed will be made within the customary time period after the satisfactory completion of services as outlined in the contract.

19. Conclusion

Interested bidders shall submit five (5) copies of the written proposal demonstrating their qualifications and responses by mail, to Pam Dinkle, Lake Management and Project Coordinator, Tri-County Lake Administrative Commission, **P. O. Box 55, Moneta, VA 24121**, or in person, at their office at 400 Scruggs Road, Suite 200, Moneta **no later than 3 P.M. on April 14, 2010**. Bids received by another method (e.g. fax, email, etc.) or after this date and time will not be accepted. Please contact Pam Dinkle, Lake Management and Project Coordinator, at (540) 721-4400 or by email at pamdinkle@sml.us.com for further information.

A Smith Mountain Lake map is available upon request.