



Charlotte County Purchasing Division
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948-1094

Phone 941.743.1378
Fax 941.743.1384

NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Division, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094, for:

BID NO. 2021000206
DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL

It is the intent of Charlotte County to secure the services of licensed and insured Contractor to remove invasive trees and treat remaining stumps with herbicide on Don Pedro/Knight's Island located within Charlotte County. Estimated Budget: \$88,515.

No local license required.

A virtual Pre-Bid Conference will be held for this project on January 15, 2021 at 10:00 a.m. Those wishing to participate may [Click here to join the meeting](#).

Please send all questions regarding this project to alisa.true@charlottecountyfl.gov

BID OPENING: 2:00 p.m., JANUARY 27, 2021
COUNTY ADMINISTRATION BUILDING B, CONFERENCE ROOM B-106

Bid Documents may be obtained by accessing the Charlotte County Purchasing Division's website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", document number 212062. Any questions can be answered by contacting Alisa L. True, CPPB, Senior Contract Specialist at 941.743.1549 or email: alisa.true@charlottecountyfl.gov.

Notice of Availability
Posted: January 8, 2021



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STATEMENT OF NO BID

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service.

We the undersigned, have declined to bid on requested commodity/service **Bid #2021000206, DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL**, for the following reason(s):

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation to Bid.
- _____ We do not offer this product or service.
- _____ Our schedule would not permit us to perform.
- _____ Unable to meet bond/insurance requirements.
- _____ Unable to meet specifications.
- _____ Specifications are unclear (explain below).
- _____ Remove us from your vendors' list for this commodity/service.
- _____ Other (specify below).

Remarks: _____

Company Name: _____

Contact Person (typed or printed): _____

Contact Person Signature: _____

Phone: _____ Fax: _____

E-Mail Address: _____

Note: Statement of No Bid may be emailed to alisa.true@charlottecountyfl.gov or faxed in to the Purchasing Division at 941.743.1384.

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BID NO. 2021000206

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INSTRUCTIONS TO BIDDERS
DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL
BID NO. 2021000206

IB-01 QUALIFICATIONS OF BIDDERS: It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

IB-02 GENDER DESIGNATION: The County and the Contractor are treated throughout these Documents as if each were of the singular number and masculine gender.

IB-03 EXAMINATION OF DOCUMENTS/SITE: Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Division in written form as a request for interpretation no later than five (5) calendar days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum to the documents which will be posted on the purchasing website. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents; however, it shall be the responsibility of the bidder, prior to submitting their bid, to determine if addenda were issued, acknowledging and incorporating it into their bid.

Examination of Site: Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the drawings and Specifications.

IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS: Bids shall be submitted on the bid form supplied by the County, or duplication thereof and attached thereto, or as specified. Bidders shall acknowledge receipt of any addenda received during the bid period. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee - The bid shall be signed where indicated guaranteeing that the bidder will not withdraw its bid for a period of 60 days after the scheduled time for opening of bids.

IB-05 WITHDRAWAL OF BIDS: Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

IB-06 BID TABULATIONS: In accordance with Florida Statutes, Section 119(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07\(1\)](#) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Those bidders interested in receiving a copy of the results of this bid once they are released may do so by visiting our website at <https://purchasingbids.charlottecountyfl.gov> under "Purchasing Bids Online", Document Number 212064. No information regarding the submittal will be divulged over the telephone.

IB-07 RESERVED RIGHTS: The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

IB-08 FORM OF CONTRACT: The submitted Bid Form signed by the bidder, together with complete bid package furnished by the County, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the County's bid package when a purchase order signed by the Senior Division Manager - Purchasing or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

IB-09 NOTICE TO PROCEED/DELIVERY: After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/contractor shall acknowledge receipt of same by either fax or mail, and shall commence processing of order so that the agreed upon delivery date will be satisfied.

IB-10 PAYMENT: Request for payment must be submitted to the Charlotte County Purchasing Division on a form approved by the County. All invoices will be paid in accordance with the Local Government Prompt Payment Act (F.S. 218.74).

IB-11 PERFORMANCE EVALUATION: At the end of the contract, if awarded, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

IB-12 ARITHMETIC DISCREPANCIES: For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

IB-13 DESCRIPTIVE INFORMATION: Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the County in evaluating the substitution. Substitutions are subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the County.

IB-14 REGULATIONS: It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply.

Bidder must be authorized to transact business and be properly licensed in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting contract.

IB-15 CODE OF ETHICS: With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

IB-16 COLLUSION: By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

IB-17 SOURCE OF SUPPLY AND SUBCONTRACTORS: Bidders are to complete the attached Source of Supply and subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

IB-18 DRUG FREE WORKPLACE FORM: It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

IB-19 PUBLIC ENTITY CRIMES: In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

IB-20 CANCELLATION/TERMINATION OF CONTRACT: It is the intent of the County to contract with a bidder who can provide prompt and convenient services. The County shall have the right to cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/contractor 30 days written notice.

It is expressly understood by the County and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate any awarded contract. The County will be responsible for payment of any outstanding invoices and work completed by the successful bidder/contractor prior to such termination.

Pursuant to Section 287.135(3)(a)4 of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement valued at \$1,000,000 or more if the Contractor is found to have submitted a false certification, has been placed on the *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, or has been engaged in business operations in Cuba or Syria or a boycott of Israel.

Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate any Agreement in any amount if the Contractor is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

IB-21 INDEMNITY: After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

IB-22 TAXES: Charlotte County is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

IB-23 EQUAL EMPLOYMENT OPPORTUNITY: Charlotte County, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate the Contract upon receipt of evidence of discrimination.

IB-24 ASSIGNMENT: This agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Contractor without the prior written consent of the County.

IB-25 UNAUTHORIZED ALIEN WORKERS: Charlotte County will not intentionally award publicly-funded contracts to any Contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Contractor of the employment provisions contained in Section 274A(e) of the INA shall be grounds for termination of this Agreement by the County.

IB-26 EMPLOYEE BACKGROUND CHECK: If an owner, except a stockholder in a publicly traded corporation, or an employee of the Contractor has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Contractor shall ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

IB-27 CONTRACTS PUBLIC RECORDS: Pursuant to Section 119.0701 of the Florida Statutes, Contractors performing government functions on behalf of the County must: a) keep and maintain public records associated with the contracted project; b) provide the public with access to public records pursuant to the terms of Chapter 119 of the Florida Statutes; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law; and d) meet all requirements for retaining public records, transfer at no cost to the County all public records in their possession upon termination of the contract, and destroy any duplicate public records that are confidential and exempt.

**SPECIAL PROVISIONS
DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL
BID NO. 2021000064**

SP-01 INTENT: It is the intent of Charlotte County to secure the services of licensed and insured Contractor to remove from the right of way all invasive trees and treat remaining stumps with herbicide on Don Pedro/Knight's Island located within Charlotte County.

All work shall conform within the limits as specified in the contract and be in conformance with the appropriate Technical Specifications as specified herein. The Contractor shall be responsible for traffic control, the protection of existing street signs, traffic control signs, existing utilities or any other items disturbed during the construction.

SP-02 EXAMINATION OF DOCUMENTS: The bidding Contractor is instructed to carefully examine the bid package, Request for Bids, Instructions to Bidders, General Provisions, Special Provisions, Technical Specifications & Conditions, Insurance Requirements, Permit Fees, Maintenance of Traffic Policy (M.O.T.), Manual on Uniform Traffic Control Devices latest Edition referred to as M.U.T.C.D., Charlotte County Utilities (CCU) Design Compliance Standards latest edition at time of bid, Charlotte County Lighting District Specifications latest edition at time of bid, Plans and all other related bid documents, including all modifications thereof, incorporated in the bid package.

SP-03 NOTICE TO PROCEED/DELIVERY: A pre-construction meeting will be held, at which time a Notice to Proceed date will be established. The Notice to Proceed shall state the mutually agreed upon date on which it is expected that the Contractor will begin the construction and from which date the contract time will start. No work under the Contract shall commence until after the Notice to Proceed/Purchase Order has been issued.

SP-04 DEFINITIONS:

1. Completed and Accepted: The County shall be the sole judge of when the work associated with a Pay Item is Completed and Accepted. When all activities described in the Technical Specifications for a Pay Item are satisfactorily completed, the County will judge if the work is completed and accepted.
2. Construction Plans: The drawings, or reproductions thereof, which show locations, character, dimensions and details of the surveyed right of way.
3. Consultant: The Professional Engineer or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for Charlotte County, other than Charlotte County's personnel. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.
4. Department: Any reference to the Department shall mean Charlotte County.
5. Controlling Work Items: Those work items that are directly interrelated such that it has a definite influence on progress of the overall work.
6. Engineer: The Charlotte County Engineer, acting directly or through duly authorized representatives; such representatives acting within the scope of the duties and authority assigned to them.
7. Engineer of Record: The Professional Engineer or Engineering Firm registered in the State of Florida that is contracted with Charlotte County, who develops criteria and concept for the project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications.
8. Inspector: An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.
9. Flagger: Any person who has successfully completed the FDOT Basic Training Course for Work Zone Traffic Control and Maintenance of Traffic.
10. Traffic Technician: Any person holding a Florida Department of Transportation Certificate in Work Zone Traffic Control and Maintenance of Traffic (Intermediate Level).
11. Easement: The legal right to use another's land for a specific purpose.

12. Right-of-Way: The land which Charlotte County has title to, or right of use, for the road and its structures and appurtenances.

13. Roadbed: That portion of the roadway occupied by the subgrade and shoulders.

14. Roadway: The portion of a travel way within the limits of construction.

15. Travel Way: The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

16. Special Provisions: Specific clauses setting forth conditions varying from in addition to General Provisions, for a specific project.

17. Substantial Completion: Is the stage in the progress of work when the work is sufficiently complete in accordance with the contract documents so the County can occupy or utilize the work for its intended use. The County shall determine the date for the Notice of Substantial Completion and shall issue a notice.

18. Final Acceptance: The work on the project which has been inspected by authorized representatives of Charlotte County and is hereby declared to be completed in accordance with the contract documents. The completion date is the date of all warranties and guaranties required by the contract documents. The completion date also is the date at which the County will accept and re-establish the maintenance of the County's R.O.W.

19. Suspension of Work: All work shall be suspended whenever the Board of County Commissioners suspend normal working hours for Charlotte County employees. The Contractor will not be entitled to any additional compensation for such suspension of work, other than contract time.

20. Work Zone: An area established by the County where all of the Contractor's work shall take place.

SP-05 EQUIPMENT: The Contractor shall only use equipment, machines, or a combination of machines that are in good and safe working condition. The equipment shall produce results that meet or exceed the Technical Specifications & Conditions. The Contractor shall not use equipment which is unsafe or is in need of repair. Work completed with equipment which is not properly functioning shall be deemed unacceptable.

SP-06 CONTRACT TIME: The Contractor shall use no more than **30 calendar days** from the date specified in the Notice to Proceed, being the Contract Time, to complete all phases of this project. The Contract Time shall include mobilization, tree removal, stump treatment, cleanup, final inspection, and demobilization.

SP-07 LIQUIDATED DAMAGES: The work shall be completed within **30 calendar days** from the date specified on the Notice to Proceed. This is the Contract Time. The Contract Time shall include the preparation, submittal, review and approval of submittals, delivery of components and materials, construction, erection, assembly, adjustment and placement into service for beneficial use of all facilities covered under this contract.

Charlotte County shall issue a Notice of Substantial Completion to the Contractor when it has determined that the work identified in the Contract has been substantially completed and that the facility is operating satisfactorily. Charlotte County shall provide the Contractor with a punch list within fourteen (14) calendar days after the Notice of Substantial Completion is issued. The punch list will identify the remaining items that must be addressed to the satisfaction of Charlotte County by the Contractor to meet his obligations under the Contract. The Contractor shall complete the items on the punch list to the satisfaction of Charlotte County within thirty (30) additional calendar days of the issuance of the Final Punch List or Notice of Substantial Completion whichever is later and prior to submittal of the application for final payment. Any costs incurred by the County (i.e. inspection time) after the 30-calendar day period shall be charged to the Contractor.

The County and the Contractor hereby agree that time is of the essence on this Contract and the County will suffer damages if the work is not substantially completed within the Contract Time, plus any extensions thereof allowed by Change Order. It is further recognized and agreed by the County and the Contractor that the determination of the exact value of the damages the County would suffer due to a delay in the Substantial Completion of the work would be a difficult, time consuming and costly process. It is therefore, hereby agreed by the County and the Contractor, that it is in their mutual interest to establish a figure of **\$758** as Liquidated Damages (but not as a penalty) to be paid by the Contractor to the County, for each calendar day that

Substantial Completion is delayed beyond the Contract Time. It is mutually agreed by the County and the Contractor that neither shall make any claim to increase or reduce the amount to be paid under Liquidated Damages as the result of any calculation of actual damages suffered by County as the result of a delay in the Substantial Completion of the work. The County reserves the right to withhold the total amount of the liquidated damages from any payment should the total amount of the liquidated damages exceed the amount of the retainage at any time.

SP-08 VALUE ENGINEERING PROPOSAL: The awarded Contractor may offer Value Engineering Proposals (VEP) for completing work different than specified in this contract. The County will review and provide written comments to each VEP provided by the Contractor. Value Engineering Proposals accepted by the County will be implemented with the Contractor receiving a 50% share of any cost savings. The Contractor shall not be compensated for the preparation of a VEP.

SP-09 COORDINATION WITH UTILITIES: The Contractor shall notify all utility owner(s) affected by the construction prior to beginning work. Any expense of utility repair or other damage due to Contractor's operations shall be borne by the Contractor. Protection of utilities, and the like, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

NOTE: The Contractor is to include, within his line item bid prices, the costs to protect and/or support all utilities, which may be in conflict with the construction of this proposed project.

The contract documents require the Contractor to coordinate with utilities. The Contractor shall be responsible for notifying the utilities, sequencing his work to minimize conflicts with the utilities and making necessary field adjustments to accommodate the utilities.

The Contractor shall not apply the asphalt surface course until all manholes and valve covers, necessary to be set, have been set by the Contractor. The Contractor shall supply all materials to set the manholes and valve covers. Utility owners with utilities located within the County's right-of-way are required to furnish adjustment risers, if necessary. The Contractor shall request from the utility owner the necessary materials; however, the Contractor shall bear all costs necessary to complete the adjustments.

SP-10 PERMITS: The Contractor will be responsible for obtaining all permits not attached to this contract necessary to complete the work described on the Plans and in the Specifications. All work performed will be in accordance to the permit special conditions and restrictions. Specific permits obtained by the Contractor include, but are not limited to, work within a County right-of-way, electrical, water use and well permits.

If the Contractor performs any work contrary to such laws, ordinances, rules, and regulations as they pertain to permits, he shall bear all costs arising therefrom.

SP-11 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County. **A Pre-Construction video shall be required prior to any work starting.**

Preservation of property shall include any items (fencing and landscaping) within the limits of construction that must be removed or relocated during construction will be replaced undamaged and **not within the County Right of Way** prior to final payment. Any items damaged will be replaced at the Contractor's expense.

Protection of personal property, utilities, structures, conduits, trees, shrubs, and the like, shall be the responsibility of the Contractor who shall provide adequate protection to maintain proper service.

Once the Notice to Proceed has been issued, it shall be the responsibility of the Contractor to maintain the existing and proposed improvements until the County issues final acceptance. This includes, but not limited to maintenance of the existing pavement, mowing, maintenance of existing drainage, maintaining the right-of-way in accordance with County regulations, as well as the maintenance and repair of any new improvements damaged before the final acceptance by the County.

SP-12 CONTINUOUS PROSECUTION OF WORK: Upon commencement of the project, the operation must be continuously prosecuted during normal work hours to its completion. The Contractor shall not interrupt work unless the County provides written authorization to suspend the work.

Once the Contract has commenced the Contractor shall not suspend work from the job site for more than seven (7) calendar days without written approval from the County.

SP-13 RESTORATION: Unless authorized by the County, the Contractor shall be responsible for the restoration costs associated with staging areas or damage to Public/Private property outside project limits.

SP-14 PRIVATE PROPERTY: The Contractor shall not occupy private land outside of any easements, permanent or temporary rights of way unless written authorization has been signed by the property owner. Prior to the use of private lands, the Contractor shall submit a copy of the approval from the Charlotte County Community Development Department to use the private property for stockpiling of construction equipment and material as well as a written agreement(s) between the Contractor and land owners, to the County. In the event that the Contractor uses private property for any purpose without first having obtained the necessary approvals from the property owner or provided the necessary submittals to the County, the County will direct the Contractor in writing to immediately cease using such property. The County furthermore reserves the right to cause all work on the project to stop until the proper submittals are received by the County or the property is returned to its pre-existing condition and the use has halted.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the County has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Documentation of final closeout of Contractor obtained permits will be required. Final payment or reduction in retainage shall not be paid until such documentation is received by the County.

SP-15 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope on the attached Reference form. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

**TECHNICAL SPECIFICATIONS
DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL
BID NO. 2021000206**

TS-01 PURPOSE: It is the intent of Charlotte County to secure the services of licensed and insured Contractor to remove from the right of way all invasive trees and treat remaining stumps with herbicide on Don Pedro/Knight's Island located within Charlotte County.

TS-02 BID PRICES/TERM OF CONTRACT: The price bid shall include costs for all items, materials, equipment, labor, transportation (except for ferry fees), and incidentals necessary for completion of the work. Bidders shall bid a lump sum for the entire project.

Ferry fees will be reimbursed at cost and should not be included with the bid price. Documentation of both purchase price and usage shall be provided to the County for reimbursement of the cost.

All work shall be coordinated through the County.

TS-03 SCOPE OF WORK: The scope of work consists of, but shall not be limited to, small, medium, and large invasive tree removal via flush cut, and herbicide treatment of stumps. The successful Contractor will provide and pay for mobilization, all materials, labor, and other items necessary to complete the work and provide all services that may become necessary to execute, complete and deliver the work specified herein. All work is to be performed in accordance with these specifications, schedules, and industry standards. The Contractor shall be required to legally dispose of all materials generated from work performed.

The successful Contractor, or his sub-contractor, must possess all local, state, and federal qualifications, certifications, liability insurance, and business licenses necessary to buy, transport, and apply in a safe manner the necessary herbicide required to ensure that the Australian pine tree stumps do not form new growth in the future.

TS-04 ESTIMATED QUANTITIES: This is a lump sum bid. The County does not have an exact count on the trees to be removed. The following estimated amount(s) are given for **bidder's guidance only**. The burden of verifying quantities falls to the bidder. When the job is complete, the right of way should be clear of Australian Pines and Brazilian Pepper Trees. There will be no adjustment of quantities, as this is a lump sum bid.

Prior to submitting a bid form, each bidder shall examine the site and all conditions thereon. All bid forms shall be presumed to include all such existing conditions as may affect any work to be done on this project. Failure to familiarize himself with such conditions will in no way relieve the successful bidder from the necessity of furnishing any materials or performing any work that may be required to complete the work in accordance with the Specifications.

Along North Gulf Boulevard: Remove an estimated 58 Australian Pine Trees/Trunks:

- Remove 3 Grand Pine Tree Trunks
- Remove 10 Large Pine Tree Trunks
- Remove 6 Medium Pine Tree Trunks
- Remove 4 Small Pine Tree Trunk
- Remove 35 Hardwood. Very Small Pine Tree Trunks

Along South Gulf Boulevard: Remove an estimated 73 Australian Pine Trees/Trunks:

- Remove 8 Grand Pine Tree Trunks
- Remove 28 Large Pine Tree Trunks
- Remove 10 Medium Pine Tree Trunks
- Remove 27 Very Small Pine Tree Trunks

Along Bocilla Drive: Remove 1 Australian Pine Tree/Trunk

- Remove 1 Hardwood. Grand.

Along Gasparilla Way: Remove an estimated 29 Australian Pine Trees/Trunks

- Remove 5 Large Pine Trees/Trunks
- Remove 10 Medium Pine Trees/Trunks

- Remove 14 Small Pine Trees/Trunks

Along Kettle Harbor Drive: Remove an estimated 12 Australian Pine Trees/Trunks

- Remove 6 Large Pine Trees/Trunks
- Remove 5 Grand Pine Trees/Trunks
- Remove 1 Large Brazilian Pepper Tree Field to access trees at corner of Bocilla Drive and Gasparilla Way

Herbicide treatment of all stumps to prevent re-growth of invasive species.

TS-05 GOPHER TORTOISES: The Contractor is advised of the presence of gopher tortoises on the island. Although FWC had determined that no official gopher tortoise survey is necessary due to the nature of the work being mostly from vehicles parked in a travel lane of the roadways, the contractor shall instruct all personnel not to handle, harass, or disturb either gopher tortoises or their burrows. All work on the project shall conform to FWC regulation regarding protected species. This mean that no operation shall occur within 25' of a gopher burrow.

TS-06 ISLAND ACCESS: The only way to access the island is by ferry. This is operated by Palm Island Transit. Cost can be accessed by visiting www.palmislandtransit.com.

Ferry Fees: Charges for ferry fees shall be billed to the County at no markup. Contractor shall provide ferry receipts upon completion of the work and shall invoice ferry fees with other project bid items.

TS-07 TREE REMOVAL AND STUMP TREATMENT: The contractor shall flush cut to the ground the Australian Pines and Brazilian Pepper trees and then immediately treat the stumps with the appropriate herbicide in accordance with the manufacturer's recommended guidelines to prevent regrowth of the stump.

TS-08 SCHEDULE OF WORK: All work shall commence within 10 calendar days of issuance of said Purchase Orders.

Successful firm shall notify the requesting Department/Division at least 72 hours prior to beginning work.

TS-09 DAMAGES: Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County. Protection of personal property, utilities, structures, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

TS-10 PERMITS AND REGULATIONS: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

TS-11 REFERENCES: Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

TS-12 MAINTENANCE OF TRAFFIC: The Contractor shall abide with the County's current Maintenance of Traffic Policy, a copy of which is attached.

TS-13 INSURANCE: In addition to the insurance requirements listed on pages 15-16, bidders shall also provide the following: Pollution Liability, or evidence of 'Spraying or Herbiciding' endorsement on the Commercial General Liability Policy, in an amount of not less than \$500,000.

TS-14 CRITERIA FOR AWARD: Award of this bid shall be to the overall lowest, responsive, responsible bidder, meeting or exceeding the above specifications. Other considerations for award may be notice needed prior to commencement of work, completion time, and any information obtained from contacting references.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

INSURANCE REQUIREMENTS DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL BID NO. 2021000206
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Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees, or subcontractors. Contractor is free to purchase such additional insurance as may be determined necessary.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE - Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

1. Commercial General Liability – Occurrence Form (CG 00 01)

Policy shall include bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Minimum Requirements:

- General Aggregate \$ 500,000
- Each Occurrence \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor.
- b. Contractor's subcontractors shall be subject to the same minimum requirements identified above.
- c. Policy shall be endorsed for a waiver of subrogation against the Charlotte County.

2. Automobile Liability

Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Contract. Automobile liability must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

Combined Single Limit (CSL) \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: "Charlotte County a political subdivision of the state of Florida and it officers, employees, agents and volunteers" shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor, including automobiles owned, leased, hired or borrowed by the Contractor".
- b. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- c. Policy shall contain a waiver of subrogation against the Charlotte County.

3. Worker's Compensation and Employers' Liability

Workers' Compensation
Employers' Liability
Each Accident, bodily injury or disease \$ 500,000

- a. Policy shall contain a waiver of subrogation against the Charlotte County.
- b. Projects on or along navigable waters an endorsement for US Longshoremen and Harbor Workers and Jones Act is required.
- c. Contractor's sub-contractors shall be subject to the same minimum requirements identified in this section.
- d. If the Contractor has no employees the Contractor must submit to the County the Workers Compensation Exemption from the State of Florida.

Additional Insured – All policies, **except** for the Workers Compensation shall contain endorsements naming the County its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services contained herein. The additional insured endorsements' shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to full extent provided by the policy, even if those limits exceed those required by this contract. Such additional insured coverage shall be at least as broad as Additional Insured(Form B) endorsement form ISO, CG 20 10 11 85 or both CG 20 10 and CG 20 37 if later revisions used.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverage's to waive all rights of subrogation against the County, its officers, employees, agents and volunteers. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the County, its officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage - Prior to the commencement of performance of services the Contractor shall furnish to the County Purchasing Division Certificates of Insurance and amendatory endorsements or copies of the applicable policies. These certificates shall provide that such insurance shall not be terminated or expire without notice thereof in accordance with the policy provisions and Contractor shall maintain such insurance from the time the Contractor commences performance of services until completion of such services.

Acceptability of insurance carrier – Unless otherwise approved by Risk Management, Insurance shall be written by insurers authorized to do business in the State of Florida and with a minimum Best Insurance Guide rating of "A- VII".

Deductibles and Self-Insured Retention – Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the deductible or retention.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured or is cancelled and not replaced, the County has the right but not the obligation or duty to terminate the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Risk Manager or designee is authorized, but not required, to reduce, waive, or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced or is not needed to protect the interests of the County. In addition, if Risk Management determines that heretofore, unreasonably or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual, or alleged, on part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the par to the County.

**SAFETY AND HEALTH REQUIREMENTS
DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL
BID NO. 2021000206**

SH-01 HEALTH AND SAFETY PLAN: It shall be the responsibility of the Contractor to comply with OSHA, EPA, DOT and other applicable Federal and State of Florida laws, rules, regulations or other requirements. This includes, but is not limited to, 29 CFR 1926 (Safety and Health Regulations for Construction) and 1910 (Safety and Health Regulations for General Industry). Contractors are required to have a written Health and Safety Program that is jobsite specific. The elements of this written program shall be in accordance with OSHA 1926 and 1910. A list of program elements can be obtained from Charlotte County Risk Management.

The Contractor will designate a responsible member of his organization whose duty shall be the prevention of accidents at the site. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the Project Manager.

A copy of the Contractor's Health and Safety Plan will be submitted to Charlotte County at least 10 days prior to commencement of work. Contractor shall provide documentation that his employees and subcontractors received training (been informed of) on the Contractor's Health and Safety Plan. The Contractor will be responsible for conducting a site safety briefing for all visitors to the site. Documentation of these site safety briefings are to be maintained by the Contractor and made available to Charlotte County upon request.

Contractor will post, where appropriate, all necessary job-site Health and Safety notices. The Loss Control Coordinator will conduct unannounced job-site inspections during the course of the project. Minor safety violations may be addressed immediately with the onsite supervisor and Project Manager. Major safety violations will result in written notification to the Contractor and Charlotte County Department Director under which the project is being performed. Hazardous conditions that are considered by the Loss Control Coordinator to be immediately dangerous to life or limb will result in immediate stoppage of work until the hazardous conditions are corrected.

SH-02 ACCIDENTAL SPILLS: In the event of an accidental release or spill of chemicals or other hazardous materials the Contractor shall:

- Immediately take action as appropriate to contain the spill if this action can be taken without jeopardizing the health or safety of employees,
- Notify the Fire/EMS, or other entities as needed or required,
- Contact the Project Manager/Coordinator, and
- Contact Charlotte County Risk Management and Loss Control Coordinator.

The following phone numbers may be used in the event of an emergency:

Risk Management	941.764.4191
Loss Control Coordinator	941.743.1381 (or Cell 941.223.5535)

SH-03 CONTROL OF FUGITIVE EMISSIONS: The Contractor shall take all reasonable precautions necessary to control fugitive emissions from the job site. Fugitive emissions include, but are not limited to: nuisance dust, chemical odors/vapors/gases, hazardous materials such as lead or asbestos, and noise. Where the product(s) or material(s) to be used by the Contractor has a permissible exposure limit (PEL) established by OSHA the Contractor shall take all reasonable steps to maintain emissions of the product(s) or materials below the OSHA PEL. To verify that emissions are maintained below the OSHA PEL, the Contractor shall monitor, or shall contract to have monitored, work area exposure conditions. Monitoring shall occur, at a minimum, during the start of work and whenever there is a change in procedure, process, or chemical or material used. If it is deemed not practical to maintain exposures below the PEL, the Contractor shall restrict access to all areas where exposures exceed the PEL to authorized personnel only.

A. ASBESTOS AND SUSPECT ASBESTOS CONTAINING BUILDING MATERIALS: Contractors shall, under no circumstances, damage or disturb suspect or known asbestos containing material (ACM) unless they are a licensed Florida Asbestos Abatement Contractor and have been specifically employed to perform asbestos repair or removal. It is the responsibility of the Contractor to provide his or her own asbestos awareness program in accordance with 29 CFR 1926.1101. Where required by Federal and State regulations, the Contractor is required to have asbestos surveys performed prior to any work that includes, but is not limited to, renovation, and demolition. The asbestos survey must be performed by a firm that is licensed in the State of Florida to perform such surveys. A copy of the asbestos survey shall be submitted to the County's project manager. Asbestos materials may not be used or installed in any Charlotte County facilities.

B. LEAD-CONTAINING BUILDING MATERIALS: Contractors that will disturb lead-containing building materials during the course of work shall take all necessary precautions to protect Charlotte County employees and the public from exposure to lead dust or contamination. These measures shall conform, at a minimum, to the OSHA requirements detailed in 29 CFR 1926.62 and applicable local, state and federal regulations. Where the Contractor is engaged in work in child-occupied facilities, such work shall be performed in accordance with 40 CFR 745, and clearance testing shall be performed by the Loss Control Coordinator or a licensed consultant at the conclusion of the project in accordance with the requirements of this regulation.

C. SAMPLING AND MONITORING RESULTS: The results of all personal and area monitoring and or other samples collected for health and safety compliance required by OSHA or any other state or federal regulatory agency shall be provided to Charlotte County.

**BID FORM
DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL
BID NO. 2021000206**

TO: Senior Division Manager - Purchasing
Board of County Commissioners
Charlotte County Administration Center
18500 Murdock Circle
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance, Safety & Health Requirements, Bid Form, Permit Fees, MOT Policy and any other documentation for

DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL

and further agrees to furnish all items listed on the attached Bid Form in accordance with price submitted. The above specified documents are herein incorporated into the Bid Form and shall be defined as the contract documents.

TOTAL AMOUNT:

_____ \$ _____
(TYPE/PRINT) (NUMERIC)

Completion Time 30 calendar days.

Notice Needed Prior to Commencement: _____ calendar days.

() References

NOTE: In accordance with Florida Statutes, Section 119.071(1)(b)2: Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1)(b)2 and s. 24(a), Art. I of the State Constitution, except as provided by Florida Statutes 255.0518, until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. Upon release of the intended decision, if you wish to obtain the quote results, you may do so by visiting our Website at <http://purchasingbids.charlottecountyfl.gov/> under "Purchasing Bids Online", document number 212064. No information regarding the submittal will be divulged over the telephone.

Name of Bidder: _____
(This form to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

In accordance with section 287.135, Florida Statutes, the undersigned certifies that the company is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and does not have business operations in Cuba or Syria (if applicable) or the Scrutinized Companies that Boycott Israel List, or is not participating in a boycott of Israel.

All contract documents (i.e.; performance and payment bond, cashier's check, bid bond) shall be in the name of "Charlotte County".

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

Addendum No. _____, Dated _____; Addendum No. _____, Dated _____; Addendum No. _____, Dated _____

HOLD HARMLESS AGREEMENT: The bidding firm as indicated below, through the signing of this document by any authorized party or agent, indemnify, hold harmless and defend Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers from all suits and actions, including attorney's fees and all costs of litigation and judgment of every name and description brought against the County as a result of loss, damage or injury to person or property by reason of any act or failure to act by the bidding firm, its agents, servants or employees.

Type of Organization (Please Check One): Individual Ownership _____ Joint Venture _____
Partnership _____ Corporation _____

Name of Bidding Firm _____

Mailing Address _____

Location Address _____

City & State _____ ZIP _____

Telephone: _____ Fax Number: _____ E-mail: _____

Signature of person authorized to bind the Company: _____

Print Name/Title of person authorized to bind the Company: _____

Date: _____

(This form to be returned)

SOURCE OF SUPPLY AND SUBCONTRACTORS

The following sources of supply and subcontractors shall be used for the **DON PEDRO/KNIGHT'S ISLAND INVASIVE TREE REMOVAL** project. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____
(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature _____

Dated _____

Name of Bidder: _____

(This form to be returned)

REFERENCES – DON PEDRO/KNIGHT’S ISLAND INVASIVE TREE REMOVAL

Contractor shall submit a minimum of three (3) recent (within the past five (5) years) references of projects of similar size and scope. Each reference shall include a project description, project location, name and phone number of a contact person, total project amount, and completion date. The County reserves the right to contact references.

1. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

2. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

3. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

4. Project Owner / Company: _____

Name of Contact Person: _____ Telephone # _____

Address: _____

City & State: _____ Zip Code: _____

Project Description: _____

Total Project Amount: \$ _____ Completion Date: _____

Name of Bidder: _____

(This form to be returned)