

TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102



INVITATION FOR SEALED BIDS

TAMPA BAY WATER, A Regional Water Supply Authority (TAMPA BAY WATER), is requesting written sealed bids from vendors able to provide **FENCE LINE CLEAR-ZONE CLEARING SERVICES** according to TAMPA BAY WATER's specifications.

This request is for: **Contract No. 2011-052 & 2011-053 for FENCE LINE CLEAR-ZONE CLEARING SERVICES.**

Written sealed bids must be supplied on forms provided by TAMPA BAY WATER and will be received until **10:00 A.M. Eastern Time, Tuesday, May 10, 2011.**

Specifications and forms may be obtained at TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater FL 33763-1102 or at www.tampabaywater.org.

TAMPA BAY WATER
2575 ENTERPRISE ROAD
CLEARWATER, FLORIDA 33763-1102



INVITATION FOR SEALED BIDS

FOR

FENCE LINE CLEAR-ZONE CLEARING SERVICES
GOODS AND/OR SERVICES

CONTRACT # 2011-052 & 2011-053

DUE DATE: 10:00 A.M. Eastern Time, Tuesday, May 10, 2011

TABLE OF CONTENTS

	<u>PAGE NUMBER</u>
<u>BIDDING REQUIREMENTS</u>	3
INSTRUCTIONS TO BIDDERS	4
BID FORMS.....	10
BID SUBMISSION REQUIRED INFORMATION/FORMS CHECKLIST	11
ADDENDA	12
BID SCHEDULE	13
TOTAL BID PRICE	15
AUTHORIZED SIGNATURES	16
NON-COLLUSION AFFIDAVIT	18
FLORIDA BID BOND	19
BIDDER'S EXPERIENCE LIST	21
BIDDER'S LIST OF AVAILABLE EQUIPMENT	22
<u>CONTRACT FORMS</u>	23
CONTRACT.....	24
CERTIFICATE OF INSURANCE.....	32
GENERAL CONTRACT CONDITIONS.....	36
SUPPLEMENTARY CONDITIONS.....	42
SPECIFICATIONS.....	44

BIDDING REQUIREMENTS

INSTRUCTIONS TO BIDDERS

1. Quotations for services are to be provided on the BID SCHEDULE included herein, and shall be completed in ink or typewritten.
2. Award of the CONTRACT included herein for specified goods and/or services will be made to the lowest responsive, responsible BIDDER who, in the sole and absolute judgment of TAMPA BAY WATER, can provide the goods and/or services required by TAMPA BAY WATER. TAMPA BAY WATER reserves the right to reject any and all BIDS, to waive any and all minor irregularities and technicalities, to negotiate terms with the successful BIDDER, and reserves the right to disregard all nonconforming, non-responsive or conditional BIDS and to re-solicit BIDS, as maybe deemed to be in the best interests of TAMPA BAY WATER. TAMPA BAY WATER further reserves the right to delete line items from consideration. The decision made by TAMPA BAY WATER in selection of the successful BIDDER and award of the CONTRACT included herein will be final. TAMPA BAY WATER reserves the right to award to multiple lowest responsive, responsible BIDDERS who, in the sole and absolute judgment of TAMPA BAY WATER, can provide the goods and/or services required by TAMPA BAY WATER.
3. Owner's Allowance, if specified in the BID SCHEDULE included herein, is to be included in the proposed total CONTRACT price.
4. To demonstrate qualifications to furnish the specified goods and/or services under the CONTRACT, BIDDER must be prepared to submit written information, within five (5) days of TAMPA BAY WATER's request, such as financial data.
5. By submitting a BID, BIDDERS acknowledge that TAMPA BAY WATER is the interpreter of these GOODS AND/OR SERVICES CONTRACT DOCUMENTS. If the CONTRACT included herein is to be awarded, TAMPA BAY WATER will give the successful BIDDER a written NOTICE OF AWARD.
6. The successful BIDDER agrees that, upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, the required CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, all of which are included herein, within 15 days of receipt of the NOTICE OF AWARD. The successful BIDDER will furnish the goods and/or services under the CONTRACT included herein.
7. TAMPA BAY WATER is exempt from State sales tax on equipment or materials purchased directly from the BIDDER.
8. BIDDER must complete the BIDDER'S EXPERIENCE LIST included herein.
9. All quotations must reflect delivered cost which includes all packing, handling, shipping charges, taxes, discounts and delivery to TAMPA BAY WATER. TAMPA BAY WATER will have an acceptance period of ninety days during which the BIDDER must hold their quotation and/or offer open. It is understood and agreed that all items offered or shipped as a result of this BID shall be new, current, standard model available at the time of the BID. All containers

shall be suitable for storage or shipment and all prices shall include standard commercial packing.

10. Sealed BIDS for goods and/or services under the CONTRACT must be received in TAMPA BAY WATER's office located at 2575 Enterprise Road, Clearwater, Florida 33763-1102 no later than **10:00 a.m., (local time in Clearwater), Tuesday, May 10, 2011.** An original and three (3) copies of the BID response must be received on or before this deadline. Responses will be retained as property of TAMPA BAY WATER. As such, all responses are public record, subject to public review. The BID response marked "original" must contain a manual signature of the authorized representative of the BIDDER; all others may be photocopies.
11. BIDDER must fill in all blank spaces on the BID SCHEDULE included herein in ink. No changes shall be made in the wording or format of the forms. In case of a discrepancy between unit prices and extended totals, unit prices shall prevail. No addition or deletion of the terms or conditions included with the BID response shall be evaluated or considered and any and all such revisions shall have no force or effect and are inapplicable to this BID. No submission by the BIDDER, whether purposely or inadvertently in any transmittal letters, specifications, literature, price lists or warranties may constitute a revision to these Instructions. It is understood and agreed that the instructions and the general and special conditions in this BID solicitation are the only conditions applicable to this BID and BIDDER's authorized signature affixed to the BID response constitutes acknowledgment of this fact.
12. Any BID may be deemed non-responsive which contains omissions, erasures, alterations, or additions of any kind, or prices uncalled for, or which may be obviously unbalanced, or which in any manner shall fail to conform to the requirements provided for herein.
13. Only one BID from any individual, firm, partnership, or corporation, under the same or different names, shall be considered. Should it appear to TAMPA BAY WATER that any BIDDER has an interest in more than one BID for the goods and/or services under the CONTRACT, all BIDS in which such BIDDER has an interest shall be rejected.
14. The BIDDER shall sign its BID in the appropriate blank space provided therefore. If BIDDER is a corporation, the legal name of the corporation shall be set forth above the signature, together with the signature of an officer(s) or agent(s) authorized to sign contracts accompanied by evidence of authority to sign on behalf of the corporation. If BIDDER is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts accompanied by evidence of authority to sign on behalf of the partnership. If signature is by an agent, other than an officer of the corporation or a member of a partnership, a notarized power-of-attorney must accompany the BID.
15. Failure to provide evidence of authority as referenced in paragraph 14 above may cause the BID to be regarded as not properly authorized and may subject it to rejection (disqualification).
16. BIDS must be timely submitted in accordance with the BID SCHEDULE included herein and must be submitted in a sealed opaque envelope clearly marked "SEALED BID" and addressed as follows:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102

Attention: Tommy Brown
TAMPA BAY WATER CONTRACT No.'s: 2011-052 & 2011-053

17. CONVICTED VENDOR AND DISCRIMINATORY VENDOR LISTS

- 17.1. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.
- 17.2. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

18. NOTIFICATION OF RIGHT TO PROTEST:

- 18.1. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. This includes, but is not limited to, any objection to or protest of this INVITATION FOR SEALED BIDS, Notice of Award, the form and content of the BID DOCUMENTS and/or the actions of TAMPA BAY WATER.
- 18.2. Notification of TAMPA BAY WATER's award resulting from this solicitation will be given by certified mail or other express delivery service, return receipt requested, only to BIDDERS.
19. The CONTRACT number (as indicated on the INVITATION FOR SEALED BIDS page and at the top of each page) must be included on any correspondence, invoices, insurance forms, etc., having to do with the CONTRACT and sent to TAMPA BAY WATER during the term of the CONTRACT.
20. A Pre-BID Conference will be held at TAMPA BAY WATER's Cypress Creek Pump Station IEM Building located at 8865 Pump Station Road, Land O'Lakes, Florida, on **Thursday, April 28, 2011 at 10:00 a.m.** Attendance at the Pre-BID Conference is **mandatory** and all prospective BIDDERS are required to attend the conference. Any questions concerning this

BID solicitation process, required submittals, evaluation criteria, BID SCHEDULE, selection process or any other matter regarding this procurement should be directed to Tommy Brown at TAMPA BAY WATER, 727/796-2355 (telephone), 727/791-2388 (fax). All questions received prior to the Pre-BID Conference will be discussed at the Pre-BID Conference. Anyone requiring reasonable accommodations for this mandatory conference should contact Tampa Bay Water's Human Resources Department at 727/796-2355 (telephone) at least three working days prior to this conference.

21. BIDDERS shall complete the NON-COLLUSION AFFIDAVIT included herein as a part of their BID.
22. Each BIDDER must review the CONTRACT FORMS included herein and sign the BID SCHEDULE thereby acknowledging that the BIDDER has had adequate time and opportunity to view the CONTRACT FORMS included herein.
23. The TAMPA BAY WATER representative will not provide information to the BIDDER. If questions arise, the BIDDER must submit a written request for additional information. If additional information is provided, it will be provided to all BIDDERS.
24. BONDS
 - 24.1. Sealed BIDS must be accompanied by a certified check, or cashier's check drawn on a bank in good standing, or the FLORIDA BID BOND included herein must be issued by a surety authorized to issue such bonds in the State of Florida, in the **amount of Five-Thousand Dollars (\$5,000.00)**. The FLORIDA BID BOND included herein shall be given as a guarantee that the BIDDER will not withdraw its BID for a period of ninety (90) days after the opening of BIDS.
 - 24.2. FLORIDA PERFORMANCE BOND and FLORIDA PAYMENT BOND are not required.
 - 24.3. The attorney-in-fact who executes a bond on behalf of the surety must attach a notarized copy of its power-of-attorney as evidence of its authority to bind the surety on the date of execution of the bond. Where laws and regulations require, certification by a resident agent shall also be provided.
25. TAMPA BAY WATER accepts no responsibility for any expenses incurred in the BIDDERS' preparation of the BIDS; such expenses are to be borne exclusively by the BIDDERS.
26. BIDDER'S DECLARATION AND UNDERSTANDING
 - 26.1. The undersigned, hereinafter called the BIDDER, declares that the only person(s) or party(s) interested in this BID are those named herein, that this BID is, in all respects, fair and without fraud, that it is made without collusion with any official of TAMPA BAY WATER and that the BID is made without any connection or collusion with any person submitting another BID on the CONTRACT included herein.

- 26.2. The undersigned BIDDER proposes and agrees that if this BID is accepted it shall enter into a contract with TAMPA BAY WATER in the form included herein as the CONTRACT and perform and furnish all goods and/or services under the CONTRACT for the CONTRACT price, within the CONTRACT time, and in accordance with the other terms and conditions of the CONTRACT included herein.
- 26.3. The BIDDER has familiarized itself with the nature and extent of the CONTRACT FORMS included herein, the sites, the localities and all local conditions and laws and regulations that may in any manner affect cost, schedule, progress, performance or furnishing of the goods and/or services under the CONTRACT included herein.
- 26.4. The BIDDER has read the CONTRACT FORMS included herein, and accepts all of the terms and conditions of the CONTRACT FORMS. All BIDS shall remain open as specified in the INSTRUCTIONS TO BIDDERS included herein.
27. CONTRACT EXECUTION AND BONDS
- 27.1. The BIDDER agrees that upon receipt of the NOTICE OF AWARD, it shall execute and deliver to TAMPA BAY WATER three (3) copies of the CONTRACT, the TAMPA BAY WATER CERTIFICATE OF INSURANCE, and, if required herein, the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND, the forms of which are included herein, within 15 days of receipt of the NOTICE OF AWARD.
28. CERTIFICATES OF INSURANCE
- 28.1. The CONTRACTOR shall furnish to TAMPA BAY WATER, before providing goods and/or services under the CONTRACT included herein, the certificates of insurance as specified in the CONTRACT, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein, or approved ACORD form.
29. SALES AND USE TAXES
- 29.1. The BIDDER agrees that all applicable federal, state, and local sales and use taxes are included in the stated proposed prices for the goods and/or services under the CONTRACT included herein.
30. QUALIFICATION OF BIDDERS
- 30.1. BIDS will only be considered from BIDDERS who provide **FENCE LINE CLEAR-ZONE CLEARING SERVICES**. BIDDER shall document their qualifications and experience in providing **FENCE LINE CLEAR-ZONE CLEARING SERVICES** on the BIDDER'S EXPERIENCE LIST.
31. QUANTITIES

- 31.1. The quantity specified on the BID SCHEDULE is to be used for establishing the basis of award purposes only and TAMPA BAY WATER reserves the right to increase or decrease quantities shown or used without penalty.

32. PRICING

- 32.1. The BIDDER acknowledges and agrees that the separate prices on the BID SCHEDULE, where they are applicable and deemed acceptable by TAMPA BAY WATER, will be used by TAMPA BAY WATER and the BIDDER, if awarded the CONTRACT included herein, whenever similar service is added to or deducted from the CONTRACT.

33. AWARD

- 33.1. TAMPA BAY WATER will award the CONTRACT included herein to the lowest responsive, responsible BIDDER deemed most qualified to provide the specified goods and/or services under the CONTRACT included herein.

BID FORMS

BID SUBMISSION - REQUIRED INFORMATION CHECKLIST**FENCE LINE CLEAR-ZONE CLEARING SERVICES**

The following information/forms must be submitted with your bid on **Tuesday, May 10, 2011 at 10:00 a.m.** for your bid to be considered responsive.

	DESCRIPTION OF INFORMATION/FORM	OWNER SUPPLIED FORMS (PAGE #)	CHECK BIDDER CONFIRMS SUBMISSION
1.	ADDENDA –acknowledgement of receipt of addenda	12	
2.	BID SCHEDULE - entries filled in, BIDDER information provided, BID SCHEDULE signed and dated.	13 -15	
3.	AUTHORIZED SIGNATURES	16 - 17	
4.	NON-COLLUSION AFFIDAVIT	18	
5.	FLORIDA BID BOND – certified check, or cashier's check drawn on a bank in good standing, or the FLORIDA BID BOND issued by a surety authorized to issue such bonds in the	19 - 20	
6.	BIDDER'S EXPERIENCE LIST – must include active similar contracts	21	
7.	BIDDER'S LIST OF AVAILABLE EQUIPMENT	22	
8.	Copy of current business license	**	

****** No form – See Page 45 of Specifications

ADDENDA

The BIDDER acknowledges that he has received Addenda Number(s):

Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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Number	Addendum Title	BIDDER Initials
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BIDDER shall insert number and name of each addendum received and agrees that all addenda issued are hereby made a part of the proposed CONTRACT FORMS, and the BIDDER further agrees that its BID is submitted after consideration of said addenda.

BID SCHEDULE

FENCE LINE <u>CLEAR-ZONE</u> CLEARING SERVICES Bidders must provide prices for each unit bid price line item and each extended bid price line item for their bid to be considered responsive.							
ITEM	DESCRIPTION	UNIT OF MEASURE	UNIT BID PRICE	X	WEIGHTED FACTOR	=	EXTENDED BID PRICE
SECTION A: TREE REMOVAL (Reference 1.8.9 in Technical Specifications)							
1	4" to 12" diameter	Each	\$	X	4	=	\$
2	>12" to 24" diameter	Each	\$	X	3	=	\$
3	>24" to 36" diameter	Each	\$	X	2	=	\$
4	>36" diameter	Each	\$	X	1	=	\$
SECTION B: STUMP GRINDING AND TREATMENT (Reference 1.8.10 in Technical Specifications)							
5	4" to 12" diameter	Each	\$	X	1	=	\$
6	>12" to 24" diameter	Each	\$	X	2	=	\$
7	>24" to 36" diameter	Each	\$	X	3	=	\$
8	>36" diameter	Each	\$	X	4	=	\$

FENCE LINE CLEAR-ZONE CLEARING

Bidders must provide prices for each unit bid price line item and each extended bid price line item for their bid to be considered responsive.

SECTION C: VEGETATION REMOVAL/TREE TRIMMING/REMOVAL OF VEGETATION AND TRIMMINGS (Reference 1.8.8, 1.8.11, and 1.8.12 in Technical Specifications)

9	Palm Pruning (Per Stem)	Each	\$	X	1	=	\$
10	Clearance Trimming (Technical Specifications, Section 1.8.8)	Hourly	\$	X	3	=	\$
11	Trimming to Alleviate the Obstruction of Overhead Light Illumination (Technical Specifications, Section 1.8.8)	Hourly	\$	X	1	=	\$
12	1 Bucket Truck, 1 Chipper, 2-Men Crew (Technical Specifications, Sections 1.8.8 and 1.8.9)	Hourly	\$	X	3	=	\$
13	1 Bucket Truck, 1 Chipper, 3-Men Crew (Technical Specifications, Sections 1.8.8 and 1.8.9)	Hourly	\$	X	3	=	\$
14	1 Bucket Truck, 1 Chipper Truck, 1 Chipper, 3-Men Crew (Technical Specifications, Sections 1.8.8 and 1.8.9)	Hourly	\$	X	4	=	\$
15	1 Bucket Truck, 1 Chipper Truck, 1 Chipper, 4-Men Crew (Technical Specifications, Sections 1.8.8 and 1.8.9)	Hourly	\$	X	4	=	\$
16	Bulldozer and Operator (Technical Specifications, Sections 1.8.2 and 1.8.3)	Hourly	\$	X	3	=	
17	Tractor Mowing (Technical Specifications, Section 1.8.5)	Hourly	\$	X	3	=	
18	Extra Chipper	Hourly	\$	X	2	=	\$
19	Extra Bucket Truck (Technical Specifications, Sections 1.8.8 and 1.8.9)	Hourly	\$	X	2	=	\$
20	Extra Ground Person	Hourly	\$	X	3	=	\$

FENCE LINE <u>CLEAR-ZONE</u> CLEARING							
Bidders must provide prices for each unit bid price line item and each extended bid price line item for their bid to be considered responsive.							
21	Prentice Loader (Technical Specifications, Section Sections 1.8.7 and 1.8.11)	Hourly	\$	X	2	=	\$
22	Dump Truck (Technical Specifications, Sections 1.8.7 and 1.8.11)	Hourly	\$	X	3	=	\$
23	Heavy Pickup Truck (Technical Specifications, Section Sections 1.8.7 and 1.8.11)	Hourly	\$	X	2	=	\$
24	Extra Arborist	Hourly	\$	X	3	=	\$
25	Bahia sod, delivered and installed at various locations in OWNER'S system. (Technical Specifications, Section Sections 1.8.5)	/Sq. Ft	\$	X	3	=	\$
TOTAL BID PRICE (SUM OF LINES 1 – 25)							\$ _____

TOTAL BID PRICE (SUM OF LINES 1 – 25) (Amount Written in Words)

Authorized Signature

Date

Bid Prepared By (Print Name)

Firm Name

Firm Address

Telephone Number

Fax Number

Email Address

AUTHORIZED SIGNATURES

BID submitted on the _____ day of _____, 20____.

If the BIDDER is an individual (sole proprietor):

Signature:_____

Name and Title:_____

By: _____
(if other than named individual, attach Power of Attorney)

Doing Business As:_____

Business Address: _____

(City, State, Zip)

Phone #: _____ Fax #: _____

If the BIDDER is a Partnership:

By:_____

Name of General or Limited Partner(s) Authorized to Sign

By:_____

(Attach Evidence of Authority to Sign)

Name of General or Limited Partner(s) Authorized to Sign

By:_____

(Attach Evidence of Authority to Sign)

Business Address:_____

(City, State, Zip)

Phone #: _____ Fax #: _____

If BIDDER is a Corporation:

By: _____
(Legal Corporation Name)

Name and Title: _____

By: _____
(Attach Evidence of Authority to Sign)

Name and title and Signature of Official Attesting:

Name: _____

Title: _____

By: _____

Business Address: _____

City, State, Zip

Phone #: _____ Fax #: _____

State of Incorporation: _____

If BIDDER is a Joint Venture:

Each joint venture shall sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture shall be in the manner indicated above.

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

_____ ("AFFIANT"), being first duly sworn, deposes and says that:

1. AFFIANT is _____ of _____, (the "BIDDER") and has submitted the attached BID;

2. AFFIANT has personal knowledge of the matters set forth herein and is competent to testify;

3. AFFIANT is fully informed respecting the preparation and contents of the attached BID and all pertinent circumstances respecting the BID;

4. The BID is genuine and is not a collusive or sham BID;

5. Neither the BIDDER nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including AFFIANT, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other BIDDER, firm, or person to submit a collusive or sham BID, or has in any manner, directly or indirectly, sought by contract or collusion or communication or conference with any other BIDDER, firm, or person to fix the price or prices in the attached BID or of any other BIDDER, or to fix any overhead, profit, or cost element of the BID price or the BID price of any other BIDDER, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against TAMPA BAY WATER or any person interested in the CONTRACT.

By: _____

(Corporate Seal)

Title: _____

Subscribed and sworn before me this _____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

Notary Public:

Print Name

My commission expires:

FLORIDA BID BOND

Know all men by these presents:

That the "BIDDER", _____, a corporation _____, individual _____, partnership _____, of the state of Florida, qualified to do business in this State, as principal, and the "SURETY", _____, a corporation of the state of _____, authorized to do business as a surety in this State, as surety, are hereby held and firmly bound unto TAMPA BAY WATER, A Regional Water Supply Authority ("TAMPA BAY WATER"), as obligee, in the sum _____, lawful money of the United States of America for the payment of which the BIDDER and the SURETY hereby bind ourselves, our respective heirs, successors, legal representatives and assigns, jointly, and severally, firmly by these presents.

WHEREAS, the BIDDER has submitted to TAMPA BAY WATER, its BID to which this FLORIDA BID BOND ("BOND") is attached, to enter into the CONTRACT with TAMPA BAY WATER for **FENCE LINE CLEAR-ZONE CLEARING SERVICES, Contract No's.: 2011-052 & 2011-053**, which CONTRACT is incorporated herein by this reference:

NOW, THEREFORE: THE CONDITION OF THIS OBLIGATION IS THAT, the BIDDER and SURETY are jointly and severally bound by all of the provisions of this BOND, and if the BIDDER faithfully performs and fulfills all the understandings, covenants, terms, conditions and requirements of the CONTRACT (including ADDENDA issued before the date of the opening of the BID) within the time specified or any extension thereof, with or without notice to the SURETY, or if the BIDDER fails to comply with all requirements of the CONTRACT (as modified) within the time specified or any extension thereof, with or without notice to the SURETY, but pays TAMPA BAY WATER the full amount of the sum set forth in this BOND as liquidated damages, then this obligation shall be null and void, otherwise to remain in full force and effect.

A. If TAMPA BAY WATER makes demand on the SURETY to perform in accordance with the SURETY'S obligations under this BOND, then the full amount of this BOND shall be immediately due and payable to TAMPA BAY WATER, and the SURETY shall pay that sum without delay. Additionally, the SURETY shall reimburse TAMPA BAY WATER for all costs of collection (including but not limited to attorney's fees).

B. The SURETY, for value received, stipulates and agrees that the obligations of the SURETY and this BOND shall be in no way impaired or affected by any extension of the time within which TAMPA BAY WATER may accept the BID, and the SURETY does, by this agreement, waive notice of any such extension.

C. The term this "State" means the State of Florida. Other defined terms (i.e., capitalized terms) used in this BOND have the intent and meanings assigned to them in the CONTRACT.

IMPORTANT: Sureties executing this BOND shall be currently authorized to do business in the State as surety and, except as otherwise provided by the Florida Statutes, be on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies. Bonds can not be in excess of the amount indicated as approved by that list.

(Name of SURETY)

(Address)

(Telephone Number)

(Name of Duly Authorized Florida Agent)

(Address)

(Telephone Number)

Signed and sealed this _____ day of _____, 20_____.

BIDDER/Principal:

Witness

By:_____

Name and Title

Surety:

Witness

By Agent:_____

By Attorney-In-Fact
(Attach Certified Copy of Power of Attorney)

BIDDER'S EXPERIENCE LIST

To enable TAMPA BAY WATER to evaluate the BIDDER's qualifications to provide the GOODS and/or perform the SERVICES, the BIDDER shall submit, with the bid response, on the form below the name and address of **three (3)** firms located within the State of Florida with whom the bidder has current contracts of similar **FENCE LINE CLEAR-ZONE CLEARING SERVICES** scope. As well the BIDDER shall submit, with the bid response, on the form below similar **FENCE LINE CLEAR-ZONE CLEARING SERVICES** contracts the BIDDER has completed within the last **five (5) years**.

EXPERIENCE LIST

CUSTOMER NAME	ADDRESS	PHONE NUMBER	# YEARS SERVICE	CONTACT NAME

**BIDDER'S LIST OF AVAILABLE EQUIPMENT
FOR THIS CONTRACT**

List all equipment which will be dedicated to the Land Clearing Services as listed in these bidding documents. (Additional equipment may be submitted on a separate sheet in this format).

EQUIPMENT	NUMBER AVAILABLE		EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
	Rented /Leased	Owned	
1. 60 foot aerial bucket truck per Section 1.4.8			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			

CONTRACT FORMS

CONTRACT

This CONTRACT is made this ____ day of _____, 2011, by and between **TAMPA BAY WATER, A Regional Water Supply Authority**, an interlocal governmental agency of the State of Florida, created and existing pursuant to Sections 163.01, 373.1962 and 373.1963, Florida Statutes, ("TAMPA BAY WATER"), and _____ ("CONTRACTOR"), a corporation in the State of _____ and authorized to do business in the State of Florida.

WITNESSETH:

WHEREAS, TAMPA BAY WATER desires to retain CONTRACTOR to provide **FENCE LINE CLEAR-ZONE CLEARING SERVICES** goods and/or services, as further described herein, and as more particularly described in the SPECIFICATIONS attached hereto and made a part hereof (the "GOODS AND/OR SERVICES");
and

WHEREAS, TAMPA BAY WATER has selected CONTRACTOR in accordance with TAMPA BAY WATER'S procurement policy and applicable law; and

WHEREAS, CONTRACTOR agrees to serve as TAMPA BAY WATER'S CONTRACTOR for GOODS AND/OR SERVICES based upon the terms and conditions set forth in this CONTRACT, which includes the GENERAL CONTRACT CONDITIONS, the SUPPLEMENTAL GENERAL CONDITIONS, the SPECIFICATIONS, and the EXHIBITS, all of which are attached hereto and made a part hereof, and all formal changes thereto by addendum, change order, or written modification executed by both parties hereto (collectively, the "CONTRACT").

NOW, THEREFORE, in consideration of the premises set forth hereinabove, and of the mutual promises hereinafter set forth, and other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

- 1.0 **RETENTION**: TAMPA BAY WATER does hereby retain and engage the CONTRACTOR and the CONTRACTOR does hereby accept said engagement and agrees to provide the GOODS AND/OR SERVICES.
- 2.0 **TERM**: This CONTRACT shall commence on the date of execution, and terminate September 30, 2015. To the extent CONTRACTOR is required to continue to provide GOODS AND/OR SERVICES under any Assignment given hereunder, this CONTRACT shall remain in full force and until the completion of full performance of that Assignment. This CONTRACT may be terminated as provided in article 5.0. No Assignment shall be given after termination of this CONTRACT.
- 3.0 **GOODS AND/OR SERVICES**: The CONTRACTOR shall provide the GOODS AND/OR SERVICES in a manner satisfactory to TAMPA BAY WATER. Said GOODS AND/OR SERVICES shall commence upon written notice to proceed from TAMPA BAY WATER, which is subject to the CONTRACTOR providing the FLORIDA PERFORMANCE BOND and the FLORIDA PAYMENT BOND in the forms attached hereto and made a part hereof, **as required**.

- 4.0 COMPENSATION: TAMPA BAY WATER shall pay the CONTRACTOR for those GOODS AND/OR SERVICES provided for in article 3.0 above on a monthly basis as provided for in the BID SCHEDULE attached hereto and made a part hereof. The CONTRACTOR will invoice TAMPA BAY WATER monthly, or at such other period as agreed to by the parties; and TAMPA BAY WATER shall make payment of approved invoices within thirty (30) days. Invoices shall meet all requirements of TAMPA BAY WATER, and shall be subject to cost substantiation.
- 5.0 TERMINATION OF CONTRACT:
- 5.1. TAMPA BAY WATER may terminate or cancel this CONTRACT at its discretion and said termination shall be effective, with or without cause, after written notice has been provided to the CONTRACTOR.
- 5.2. Following termination, TAMPA BAY WATER shall make a settlement with the CONTRACTOR upon a pro rata basis as determined by TAMPA BAY WATER, which shall fix the value of the GOODS AND/OR SERVICES performed by the CONTRACTOR prior to the termination or cancellation of this CONTRACT.
- 6.0 SUBCONTRACTORS: The CONTRACTOR shall not sublet, assign, or transfer any GOODS AND/OR SERVICES specifically set forth under this CONTRACT without the prior written consent of TAMPA BAY WATER. All persons used by the CONTRACTOR for fulfilling the requirements of this CONTRACT must be employees of the CONTRACTOR, unless otherwise approved by TAMPA BAY WATER.
- 7.0 INDEMNIFICATION: In consideration of the first \$100.00 paid by TAMPA BAY WATER to the CONTRACTOR, the receipt and sufficiency of which is hereby acknowledged, the CONTRACTOR shall indemnify, defend, or at the option of TAMPA BAY WATER pay the cost of defense, and hold harmless TAMPA BAY WATER from any and all claims, expenses and damages, including, but not limited to reasonable attorneys' fees on account of a demand or claim, or assertion of liability, or any claim or action arising or alleged to have arisen out of or to the extent caused by use of CONTRACTOR's products, or CONTRACTOR's performance of this CONTRACT in a negligent, reckless, or intentionally wrongful manner, including performance by any subcontractor, agent or representative of CONTRACTOR, or as a result of any defaults by the CONTRACTOR under this CONTRACT for breach of any representation or warranty by CONTRACTOR either expressed or implied. However, neither the CONTRACTOR nor any of its subcontractors will be liable under this paragraph for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of TAMPA BAY WATER or any of its officers, agents or employees.
- 8.0 CONTRACTOR'S INSURANCE-GENERAL REQUIREMENT
- 8.1. The CONTRACTOR shall purchase and maintain the following described insurance on policies and with insurers acceptable to TAMPA BAY WATER. The insurance policy shall be written for not less than the limits of coverage specified in articles 9.0 through 10.0 below.

The CONTRACTOR shall submit certificates itemizing the policies issued, limits of coverage, expirations dates and endorsements provided to TAMPA BAY WATER, using the TAMPA BAY WATER CERTIFICATE OF INSURANCE form, attached hereto and made a part hereof.

- 8.2. These insurance requirements shall not limit the liability of the other party. TAMPA BAY WATER does not represent these types or amounts of insurance to be sufficient or adequate to protect the other party's interests or liabilities, but are merely minimums.
- 8.3. CONTRACTOR shall not commence or continue to provide any GOODS AND/OR SERVICES unless CONTRACTOR has in full force and effect all required insurance, and until all correct and complete insurance certificates have been provided to TAMPA BAY WATER evidencing the specific insurance coverage required and indicating TAMPA BAY WATER as additional insured, unless TAMPA BAY WATER approves commencement or continuation of GOODS AND/OR SERVICES, nor shall any payment for GOODS AND/OR SERVICES performed become due and payable until such certificates have been provided to TAMPA BAY WATER. If the use of subcontractors is authorized by TAMPA BAY WATER pursuant to article 6.0 above, CONTRACTOR shall not permit any subcontractor, supplier or other person or organization to provide the GOODS AND/OR SERVICES unless the insurance requirements set forth in this CONTRACT have been complied with by such subcontractor, supplier or other person or organization.
- 8.4. All above-referenced policies of insurance, except worker's compensation insurance, shall be endorsed to include as additional insured: TAMPA BAY WATER, its consultants, subsidiaries or affiliates, and each of TAMPA BAY WATER's directors, officers, employees, representatives, agents or volunteers. Such insurance policies shall include or be enforced to include a cross liability clause so the additional insured will be treated as if a separate policy were in existence and issued to them. If the additional insured have other insurance which might be applicable to any loss, the insurance required of the CONTRACTOR shall be considered primary, and all other insurance shall be considered excess.
- 8.5. All above-referenced policies of insurance (and the certificates or other evidence thereof) shall contain a provision or endorsement that the coverage afforded will not be canceled, adversely changed or renewal refused until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER and the CONTRACTOR by certified mail.
- 8.6. The CONTRACTOR shall be responsible for all deductibles under such policies of insurance.

9.0 LIABILITY INSURANCE

- 9.1. CONTRACTOR shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, automobile and other appropriate insurance for the GOODS AND/OR SERVICES being performed and furnished which shall provide protection from claims set forth below which may arise out of, or result from

CONTRACTOR'S performance and furnishing of the GOODS AND/OR SERVICES and CONTRACTOR'S other obligations under this CONTRACT.

- 9.1.1. Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Worker's Compensation coverage section) and the total amount of coverage required. Limits of coverage shall not be less than the following for Bodily Injury, Property Damage and Personal Injury, Combined Single Limits:

General Aggregate	\$1,000,000
Each Occurrence	\$ 500,000
Personal Injury/Advertising Injury	\$ 500,000
Products Comp/Operations Aggregate	\$ 500,000

- 9.1.2. The CONTRACTOR'S liability insurance shall include contractual liability coverage sufficient to cover the CONTRACTOR'S indemnification obligations under this CONTRACT. The CONTRACTOR agrees to pay on behalf of TAMPA BAY WATER, and to provide and pay for a defense for all claims covered by the CONTRACTOR'S obligations under the indemnification provisions.

9.2. Excess or Umbrella Liability

- 9.2.1. Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

9.3. Automobile Liability

- 9.3.1. Coverage shall be maintained as to the business use of all its owned, non-owned, leased or hired vehicles with limits of not less than: Bodily Injury & Property Damage Liability \$500,000, Combined Single Limit Each Accident.

- 9.3.2. If CONTRACTOR has no owned autos, a letter from the CONTRACTOR so stating must be included with the certificates of insurance.

10.0 WORKERS COMPENSATION COVERAGE

- 10.1. CONTRACTOR shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by Florida statutes. As of the date of this CONTRACT, these statutes require employers liability limits of at least \$100,000 each accident and \$100,000 each employee, \$500,000 policy limit for disease.
- 10.2. TAMPA BAY WATER requires CONTRACTOR employers to purchase workers' compensation insurance for all their employees and sub-CONTRACTORS regardless of the number of employees they have and regardless of any other exemptions. Florida law permits employers who may be exempt from purchase of coverage to waive their

exemptions and purchase the coverage. TAMPA BAY WATER will expect CONTRACTOR to purchase said coverage.

- 10.3. CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

11.0 CERTIFICATES OF INSURANCE

- 11.1. Required insurance shall be documented in the certificates of insurance which provide that TAMPA BAY WATER shall be notified by certified mail at least 30 days in advance of cancellation, non-renewal or adverse change.
- 11.2. New certificates of insurance are to be provided to TAMPA BAY WATER on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form at least 15 days prior to coverage renewals.
- 11.3. If requested by TAMPA BAY WATER, the CONTRACTOR shall furnish complete copies of the CONTRACTOR'S insurance policies, forms and endorsements.
- 11.4. For Commercial General Liability coverage, the CONTRACTOR shall, at the option of TAMPA BAY WATER, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.
- 11.5. Receipt of certificates or other documentation of insurance or policies or copies of policies by TAMPA BAY WATER, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.
- 11.6. Before providing services, CONTRACTOR shall provide TAMPA BAY WATER with an acceptable certificate of insurance on the TAMPA BAY WATER CERTIFICATE OF INSURANCE form included herein. Only certificates of insurance provided on TAMPA BAY WATER CERTIFICATE OF INSURANCE form will be accepted.

12.0 INSURANCE OF THE CONTRACTOR PRIMARY

- 12.1. Insurance required of the CONTRACTOR or any other insurance of the CONTRACTOR shall be considered primary, and the insurance of TAMPA BAY WATER shall be considered excess, as may be applicable to claims which arise out of the hold harmless, payment on behalf of TAMPA BAY WATER, insurance, additional insurance and certificates of insurance provisions of this CONTRACT.

13.0 LOSS CONTROL/SAFETY

- 13.1. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

- 13.2. TAMPA BAY WATER may order GOODS AND/OR SERVICES to be stopped if conditions exist that present immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to TAMPA BAY WATER.

14.0 MISCELLANEOUS PROVISIONS

- 14.1. CONTRACTOR shall provide GOODS AND/OR SERVICES under this CONTRACT as an independent CONTRACTOR. CONTRACTOR shall not be considered an agent of TAMPA BAY WATER nor shall CONTRACTOR'S subcontractors, suppliers, experts, or other persons, or organizations retained or utilized by the CONTRACTOR be considered agents of TAMPA BAY WATER.
- 14.2. This CONTRACT shall constitute the entire agreement between the parties hereto and this CONTRACT shall not be amended or modified except in writing executed by both parties hereto.
- 14.3. This CONTRACT shall be governed by and construed under the laws of the State of Florida.
- 14.4. Venue for any action arising under this CONTRACT shall lie in Pinellas County, Florida.
- 14.5. Any notices or other writings permitted or required to be delivered as described and required under the provisions of this CONTRACT shall be delivered by sending the notice by certified mail, return receipt requested, and addressed as follows:

If to TAMPA BAY WATER:

TAMPA BAY WATER
2575 Enterprise Road
Clearwater, Florida 33763-1102
Attention: Tommy Brown

If to the CONTRACTOR:

Attention: _____

- 14.6. Pursuant to Subsections 287.133(2) and (3), Florida Statutes, 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, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or 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, Florida Statutes, for CATEGORY TWO, for a period of 36 months following the date of being placed on the convicted vendor list.

- 14.7. Pursuant to Subsection 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.

[THIS SECTION LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties hereto, have caused these presents to be executed by their duly qualified representatives on the day and year first written above.

WITNESS:

(Firm Name)

By: _____

Date: _____

Name

(SEAL)

ATTEST:

TAMPA BAY WATER, A Regional
Water Supply Authority

Secretary

By: _____

Its: _____

Date: _____

APPROVED AS TO FORM:

(SEAL)

Office of General Counsel

TAMPA BAY WATER CERTIFICATE OF INSURANCE or APPROVED ACORD FORM

 TAMPA BAY WATER Supplying Water To The Region	2575 Enterprise Road Clearwater, Florida 33763-1102 Phone: 727.796.2355 Fax: 727.791.2388 Suncom: 513.7010 www.tampabaywater.org	Issue Date: _____ Contract Number: _____ CANCELLATION: Should any of the below described policies be cancelled, non-renewed or adversely changed before the expiration date thereof, the issuing company will provide 30 days written notice to TAMPA BAY WATER by certified mail.
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Producer:	Insured:
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Companies Affording Coverage:	Best Rating/Class:
A.	
B.	
C.	
D.	

COVERAGES: This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated.

Co. Letter	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE	POLICY EXPIR. DATE	LIMITS ALL LIMITS IN THOUSANDS		
	General Liability ☐ Commercial Form ☐ Occurrence ☐ Claims Made ☐ Comprehensive Form ☐ Premises Operations ☐ Explosion, Collapse, Underground Hazard ☐ Products/Completed Operations Hazard ☐ Contractual Insurance ☐ Broad Form Property Damage ☐ Independent CONTRACTOR ☐ Personal Injury					EACH OCCURRENCE	AGGREGATE
					BI & PD Combined	\$	\$
					Bodily Injury	\$	\$
					Property Damage	\$	\$
					Products Comp/OP	\$	\$
					Personal & Adv. Injury	\$	\$
					* Separate Project Agg. For TAMPA BAY WATER		\$
	Automobile Liability ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos				Combined Single Limit		\$
					Bodily Injury (Per Person)		\$
					Property Damage		\$
	Umbrella/Excess Liability ☐ Umbrella Form ☐ Excess Form ☐ Following Form Coverage				Each Occurrence		\$
					Aggregate		\$
	Workers' Compensation and Employers' Liability				☐ Statutory Coverage Limit		\$
					EL Each Accident		\$
					EL Disease Policy Limit		\$
					EL Disease Each Employee		\$
	Professional Liability ☐ Claims Made ☐ Occurrence Retro Date:					\$	\$
	Builder's Risk ☐ All Risk Permission to Occupy ☐ All Owner's CONTRACTORS, Subcontractors' Interests Covered ☐ Installation Floater					\$	\$
	Other						

Description of Operations/Locations/Vehicle/Special Items:

* Specific Project or Location:

CERTIFICATE HOLDER and ADDITIONAL INSURED TAMPA BAY WATER, its Consultants, Subsidiaries or Affiliates and each of TAMPA BAY WATER's Directors, Officers, Employees, Representatives, Agents or Volunteers.	Authorized Representative: _____ (Signature required) Address: _____ Telephone: _____ Fax: _____
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THIS IS TO FURTHER CERTIFY THAT:

1. The company issuing the General Liability Coverage hereby agrees to waive any right of subrogation it may acquire against TAMPA BAY WATER, its engineers, its consultants, and all other parties named as insured by reason of any payment made on account of personal injury, bodily injury, including death resulting there from, sustained by any employee of the insured or property damage arising out of the performance or furnishing of work under the above referenced contract.
2. Each of the above described policies contains a provision or endorsement that the coverage afforded will not be canceled, adversely changed or non-renewed until at least thirty (30) days prior written notice has been given to TAMPA BAY WATER by certified mail.
3. Each of the above listed companies hereby agrees to deliver to TAMPA BAY WATER new Certificate(s) of Insurance at least fifteen (15) days prior to coverage renewals or binder within such period and a certificate within fifteen (15) days thereafter.
4. If requested, each of the above listed companies hereby agrees to deliver two (2) copies of the policies purchased by the Agent to TAMPA BAY WATER.
5. Each of the above listed companies is authorized to do business and has an agent for service of process in Florida and has an "A" policy holders rating and a financial rating of at least Class VIII in accordance with the most current Best's rating. For self-insurance funds, financial statements are to be provided if requested by TAMPA BAY WATER. (At TAMPA BAY WATER's option, a Best's rating or financial information regarding any self-insurance funds may be waived.)

ACORD™ CERTIFICATE OF LIABILITY INSURANCE Clear Save 				DATE (MM/DD/YYYY)	
PRODUCER Your Insurance Agent			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
INSURED Company Name Street City, State, Zip Code			INSURERS AFFORDING COVERAGE INSURER A: Company Name INSURER B: INSURER C: INSURER D: INSURER E:		NAIC #
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
☒	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	Policy Number	effective	expires	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
☒	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Policy Number	effective	expires	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☐	☐ GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
☒	☒ EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$	Policy Number	effective	expires	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$
☐	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below NO OTHER	Policy Number	effective	expires	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 DISEASE - POLICY LIMIT \$ 500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Re: Job Name/Number Tampa Bay Water, Its Engineers, Architects, Consultants, Subsidiaries or Affiliates and each of the Tampa Bay Water Directors, Officers, Employees, Representatives, Agents or Volunteers shall be named as additional insured under the GL Policy per CG 20 10 (07/04) AND CG 20 37 (07/04) or equivalent, and the Automobile Liability policy. Waiver of Subrogation is provided in favor of Tampa Bay Water on all policies. The insurance evidenced by this Certificate is primary and non-contributory to any insurance maintained by Tampa Bay Water.					
CERTIFICATE HOLDER			CANCELLATION		
Tampa Bay Water 2575 Enterprise Road Clearwater, FL 33763-1102			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE		

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

GENERAL CONTRACT CONDITIONS

Non-Construction

1. Definitions

The following definitions are applicable to this CONTRACT:

- (a) "Day" means calendar days, unless otherwise stated.
- (b) "Assignment" means and includes Orders placed for the supply and delivery of Goods, and Tasks for the performance of Services.

2. Priority

In resolving inconsistencies among two or more sections of the CONTRACT, the CONTRACTOR shall be obliged to comply with the more costly or stringent requirement as determined by TAMPA BAY WATER in its sole discretion.

Inconsistencies shall otherwise be determined by order with the first listed controlling the following in the event of a conflict:

- (a) CONTRACT
- (b) SPECIFICATIONS
- (c) SUPPLEMENTARY CONDITIONS
- (d) GENERAL CONTRACT CONDITIONS
- (e) EXHIBITS

3. Change Orders

(a) TAMPA BAY WATER may at anytime, by written order, and without notice to the sureties, if any, make changes within the general scope of the CONTRACT in the services to be performed or supplies to be delivered.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the CONTRACT, or the time required for performance of any part of the good and/or services under the CONTRACT, whether or not changed by the order, or otherwise affects the conditions of the CONTRACT, TAMPA BAY WATER shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the CONTRACT accordingly.

(c) The CONTRACTOR must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if TAMPA BAY WATER decides that the facts justify it, TAMPA BAY WATER may receive and act upon a proposal submitted before final payment of the CONTRACT.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the CONTRACTOR from proceeding with the CONTRACT as changed.

(e) No services for which an additional cost or fee will be charged by the CONTRACTOR shall be furnished without the prior written consent of TAMPA BAY WATER.

4. Disputes

(a) All disputes arising under or relating to the CONTRACT, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the CONTRACTOR shall be made in writing and submitted to TAMPA BAY WATER. A claim by TAMPA BAY WATER against the CONTRACTOR shall be subject to a written decision by TAMPA BAY WATER.

(c) TAMPA BAY WATER shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the CONTRACTOR, within 30 days after receipt of TAMPA BAY WATER's decision, shall notify TAMPA BAY WATER in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the CONTRACTOR has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against TAMPA BAY WATER not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the CONTRACTOR has had a reasonable time to respond to a written request by TAMPA BAY WATER that it submit a final voucher and release, whichever is earlier, then TAMPA BAY WATER's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The CONTRACTOR shall proceed diligently with performance of the CONTRACT, pending final resolution of any request for relief, claim, appeal, or action arising under the CONTRACT, and comply with any decision of TAMPA BAY WATER.

5. Termination for Convenience and Default

(a) TAMPA BAY WATER may terminate the CONTRACT in whole, or from time to time in part, for TAMPA BAY WATER's convenience (without cause) or the failure of the CONTRACTOR to fulfill the CONTRACT obligations (default). TAMPA BAY WATER shall terminate by delivering to the CONTRACTOR a written notice of termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the CONTRACTOR shall: (i) immediately discontinue all services affected (unless the notice directs otherwise), and (ii) deliver to TAMPA BAY WATER all information, reports, papers, and other materials accumulated or generated in performing the CONTRACT, whether completed or in process.

(b) If the termination is for the convenience (without cause) of TAMPA BAY WATER, TAMPA BAY WATER shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its obligations under the CONTRACT (default), TAMPA BAY WATER may (i) require the CONTRACTOR to deliver to it, in the manner and to the extent directed by TAMPA BAY WATER, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause; (ii) take over the good and/or services under the CONTRACT and prosecute the same to completion by contract or otherwise, and the CONTRACTOR shall be liable for any additional cost incurred by TAMPA BAY WATER; and (iii) withhold any payments to the CONTRACTOR, for the purpose of set-off or partial payment, as the case may be, of amounts owed TAMPA BAY WATER by the CONTRACTOR.

(d) If, after termination for failure to fulfill the CONTRACT obligations (default), it is determined that the CONTRACTOR had not failed, the termination shall be deemed to have been effected for the convenience of TAMPA BAY WATER, and the CONTRACTOR shall be entitled to payment as described in paragraph (b) above.

(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

6. Assignment of Contract

The CONTRACTOR shall not assign or transfer any interest in the CONTRACT; except that claims for monies due or to become due from TAMPA BAY WATER under the CONTRACT may be assigned to a bank, trust company, or other financial institution. If the CONTRACTOR is a partnership, the CONTRACT shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by TAMPA BAY WATER.

7. Certificate and Release

Prior to final payment under the CONTRACT, or prior to settlement upon termination of the CONTRACT, and as a condition precedent thereto, the CONTRACTOR shall execute and deliver to TAMPA BAY WATER a certificate and release, in a form acceptable to TAMPA BAY WATER, of all claims against TAMPA BAY WATER by the CONTRACTOR under and by virtue of the CONTRACT, other than such claims, if any, as may be specifically excepted by the CONTRACTOR in stated amounts set forth therein.

8. Organizational Conflicts of Interest

(a) The CONTRACTOR warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of good and/or services under the CONTRACT and the CONTRACTOR's organizational, financial, contractual or other interests are such that:

- (i) Award of the CONTRACT may result in an unfair competitive advantage; or
- (ii) The CONTRACTOR's objectivity in performing the good and/or services under the CONTRACT may be impaired.

(b) The CONTRACTOR agrees that if after award it discovers an organizational conflict of interest with respect to the CONTRACT or any task/delivery order under the CONTRACT, the CONTRACTOR shall make an immediate and full disclosure in writing to TAMPA BAY WATER which shall include a description of the action which the CONTRACTOR has taken or intends to take to eliminate or neutralize the conflict. TAMPA BAY WATER may, however, terminate the CONTRACT or task/delivery order for the convenience of TAMPA BAY WATER if it would be in the best interest of TAMPA BAY WATER.

(c) In the event the CONTRACTOR was aware of an organizational conflict of interest before the award of the CONTRACT and intentionally did not disclose the conflict to TAMPA BAY WATER, TAMPA BAY WATER may terminate the CONTRACT for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the GOODS AND/OR SERVICES provided by the CONTRACTOR. The CONTRACTOR shall include in such subcontracts and

consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

(a) Unless otherwise provided by warranty conditions, TAMPA BAY WATER has the right to review, require correction, if necessary, and accept the GOODS AND/OR SERVICES produced by the CONTRACTOR. Such review(s) shall be carried out within 30 days so as to not impede the GOODS AND/OR SERVICES of the CONTRACTOR. Any product of GOODS AND/OR SERVICES shall be deemed accepted as submitted if TAMPA BAY WATER does not issue written comments and/or require corrections within 30 days from the date of receipt of such product from the CONTRACTOR.

(b) The CONTRACTOR shall make any required corrections promptly at no additional charge and return a revised copy of the product to TAMPA BAY WATER within 7 days of notification or a later date if extended by TAMPA BAY WATER.

(c) Failure by the CONTRACTOR to proceed with reasonable promptness to make necessary corrections shall be a default. If the CONTRACTOR's submission of corrected GOODS AND/OR SERVICES remains unacceptable, TAMPA BAY WATER may terminate the CONTRACT (or the task order involved) or reduce the CONTRACT price or cost to reflect the reduced value of services received.

10. Rights In Data (Ownership and Proprietary Interest).

TAMPA BAY WATER shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by CONTRACTOR pursuant to the terms of the CONTRACT, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of the CONTRACT.

11. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by TAMPA BAY WATER.

12. CONTRACTOR's Status

It is understood that the CONTRACTOR is an independent CONTRACTOR and is not to be considered an employee of TAMPA BAY WATER, or assume any right, privilege or duties of an employee, and shall save harmless TAMPA BAY WATER and its employees from claims suits, actions and costs of every description resulting from the CONTRACTOR's activities on behalf of TAMPA BAY WATER in connection with the CONTRACT.

13. Other CONTRACTORS

TAMPA BAY WATER may undertake or award other contracts for additional work at or near the site(s) of the GOODS AND/OR SERVICES under the CONTRACT. The CONTRACTOR shall fully cooperate with the other CONTRACTORS and with TAMPA BAY WATER and TAMPA BAY WATER's employees and shall carefully adapt scheduling and performing the GOODS AND/OR SERVICES under the CONTRACT to accommodate the additional work, heeding any direction that may be provided by TAMPA BAY WATER. The CONTRACTOR shall not commit or permit any act that will interfere with the performance of work by any other CONTRACTOR or TAMPA BAY WATER's employee.

14. Liens

The CONTRACTOR is prohibited from placing a lien on TAMPA BAY WATER's property. This prohibition shall apply to all subcontractors.

15. Equal Opportunity

(a) At all times during the performance of the GOODS AND/OR SERVICES under the CONTRACT, the CONTRACTOR shall comply with Title VII of the Civil Rights Act of 1964, and the Florida Civil Rights Act of 1992. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, handicap, or marital status. The CONTRACTOR shall take affirmative action to ensure that employment applications are used and that employees are treated without regard to their race, color, religion, sex, national origin, age, handicap or marital status for employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth, the provisions of this non-discrimination clause.

(b) The CONTRACTOR shall state in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, handicap, or marital status.

16. Taxes and Charges

The CONTRACTOR, shall pay any and all sales and use taxes and all withholding taxes, whether State or Federal, and pay all Social Security charges and also all State Unemployment Compensation charges, and pay or cause to be withheld, as the case may be, any and all taxes, charges, fees, or sums whatsoever, which are now required to be paid or withheld under any laws, unless otherwise modified in the SUPPLEMENTAL GENERAL CONDITIONS.

17. Responsibility of CONTRACTOR to Act in Emergency

In case of an emergency which threatens loss or injury to persons or property, the CONTRACTOR shall take appropriate remedial action, without previous instructions from TAMPA BAY WATER, as the situation may warrant, and immediately provide notice to TAMPA BAY WATER of its action. Any claim for compensation by the CONTRACTOR, together with substantiating documentation in regard to expense caused by emergency acts, shall be submitted to TAMPA BAY WATER and the amount of compensation if any, shall be determined by mutual agreement.

18. Cost Substantiation

Any cost reasonably incurred by the CONTRACTOR which is directly chargeable in whole or in part to TAMPA BAY WATER under the CONTRACT shall be subject to the cost substantiation. Accordingly, the CONTRACTOR shall deliver to TAMPA BAY WATER a certificate signed by the CONTRACTOR's financial officer for the CONTRACT, setting forth the amount of such cost and the provisions of the CONTRACT under which such cost is properly chargeable to TAMPA BAY WATER, stating that such cost is a fair market price for the service or materials to be supplied and that such services and materials are reasonably required pursuant to the CONTRACT, and accompanied by copies of such documentation as shall be necessary to reasonably demonstrate that

the cost, as to which cost substantiation is required, has been paid or incurred. Such documentation shall include reasonably detailed information concerning: (i) all subcontracts; (ii) the amount and character of materials furnished, the persons from whom purchased, the amounts payable therefore and related delivery and transportation costs and any sales or personal property taxes, if any; (iii) a statement of the equipment used and any rental payable therefor; (iv) the CONTRACTOR employee and consultant hours, duties, wages, salaries, fees, benefits, assessments, taxes and premiums; and (v) any of the CONTRACTOR expenses that are chargeable to TAMPA BAY WATER pursuant to the CONTRACT. The CONTRACTOR's entitlement to reimbursement of costs shall be calculated in accordance with and subject to the limitations set forth in the CONTRACT.

SUPPLEMENTARY CONDITIONS

SUPPLEMENTARY CONDITIONS

1. The total value of all assignments under the Contract will not exceed \$125,000.00, unless amended.
2. Assignments Under the Contract:
 - a. For proposed assignments under this Contract, Tampa Bay Water (OWNER) will provide the CONTRACTOR a written Scope of Desired Services for the proposed assignment.
 - b. CONTRACTOR will provide to the OWNER, within fourteen (14) calendar days, in writing, a proposed fee based on the Contract Unit Rates for the WORK to complete the Desired Services. The proposed fee must include as a line item(s) each Unit Rate utilized multiplied by the estimated quantity of units required to determine a total cost for the line item. The sum of total cost for the line item(s) is the CONTRACTOR's proposed fee to complete the Desired Services. Should the CONTRACTOR identify effort(s) required to complete the Desired Services for which there is no corresponding Unit Rate in the Contract, each effort should be listed as a separate line item in the proposed fee with its corresponding cost clearly identified. A separate explanation for the effort should be attached to the proposed fee. If accepted, the proposed fee will become the fixed fee that will be paid by the OWNER to the CONTRACTOR for completing the Desired Services.
 - c. If the proposed fee is accepted by the OWNER, OWNER will issue a Purchase Order to the CONTRACTOR for the Desired Services in the amount of the fixed fee. The Purchase Order is the OWNER's notice to the CONTRACTOR to proceed with the WORK.
 - d. Any changes to the Scope of Desired Services or the fixed fee following the issuance of the Purchase Order must follow Section 3 of General Contract Conditions.
3. OWNER will make assignments under this Contract on an as-needed, when needed basis that it deems are in its best interest. OWNER makes no guarantee to the CONTRACTOR that any assignments will be issued to the CONTRACTOR under the Contract.

SPECIFICATIONS

FENCE LINE “CLEAR-ZONE” CLEARING SERVICES

1.0 PERFORMANCE SPECIFICATIONS:

1.1 PURPOSE:

The purpose of this proposal is to establish a contract, to furnish all materials, labor, supervision, and transportation, permits, licenses, equipment and any incidentals necessary for land, fence line and tree clearing / mowing and all related services on an as needed, when-needed basis.

1.2 GENERAL LOCATION OF WORK:

1.2.1 Land, fence line and tree clearing/mowing and all related services per the specifications herein are for OWNER’s locations within the Pasco, Hillsborough, and Pinellas County.

1.3 BIDDERS QUALIFICATIONS

1.3.1 The successful bidder shall have been in the lawn mowing and maintenance or related business for a minimum of one (1) year and maintain a current business license. Bidders shall provide this documentation with their bid.

1.3.2 The successful bidder(s) shall employ only qualified workers and operators who are skilled in the performance of these activities and shall be fully liable and accountable for each maintenance service provided and the quality of workmanship thereof. The successful bidder(s) shall also employ an adequate number of workers to ensure that all required service specifications are met.

1.3.3 Bidders shall submit, with the bid response, the name and address of three (3) firms located within the State of Florida with whom the bidder has current contracts of similar scope.

1.3.4 OWNER may utilize other information on a bidder’s capability to determine performance history. Negative references, in OWNER’s sole discretion, may be cause for disqualification of bidder. Do not use OWNER as a reference.

1.4 PROTECTION:

1.4.1 If property (public or private) is damaged while CONTRACTOR is performing work specified or is removed for the convenience of the work, it shall be repaired or replaced at the expense of the CONTRACTOR in a manner acceptable to OWNER prior to the final acceptance of the work. Such property shall include but not be limited to: structures, parkways, sidewalks, curbs and gutters, driveways, walls, fences, water features, footings, underground utilities, sod, shrubs, and trees.

- 1.4.2 CONTRACTOR shall notify the OWNER in writing of the site having pre-existing damage to structures, parkways, sidewalks, curbs, roadways, swales, adjacent improvements, etc., before beginning work. Failure to do so shall obligate the CONTRACTOR to make repairs per section 1.4.1.
- 1.4.3 The CONTRACTOR shall be solely responsible for pedestrian and vehicular safety and control within the work site and shall provide the necessary warning devices, barricades and ground personnel needed to give safety, protection, and warning to persons and vehicular traffic within the area. All minimum safety standards required by Municipal, County, State and Federal ordinances and laws shall be strictly met by the CONTRACTOR.
- 1.4.4 CONTRACTOR shall make all necessary arrangements with the utility companies concerned for protection of their lines during the work period. CONTRACTOR shall exercise extreme caution to eliminate any possibility of damage to any utilities.
- Prior to commencing of any work at each site the CONTRACTOR shall locate and mark any existing gas lines, water lines, sprinkler heads, fire hydrants, sewers, septic tanks, drain fields, wells, drainage structures, telephone and power cables, buried markers and other utilities that may be endangered by or be a hazard to the clearing operations. Inspection of the site shall include seeking any downed power or telephone lines which may be hidden in the undergrowth. If any are found; report to OWNER for notification of the proper authority immediately. No work shall be performed at the site until after such utility damage has been repaired.
- 1.4.5 CONTRACTOR shall note the location of all valuable trees, shrubs, hedges and similar cultivated plants as defined in the applicable County Ordinance, and shall mark each as necessary and take particular care to avoid damaging them by his/her operations. Subject to approval by OWNER'S representative, CONTRACTOR may be permitted to trim shrubs or trees or remove their lower branches to facilitate the land clearing work.
- 1.4.6 Representative Ordinances – The following is a listing of some of the applicable Statutes, Ordinances, and Rules concerning vegetation management. Others may apply. Compliance is imperative with all applicable Statutes, Ordinances, and Rules.

COUNTY	REPRESENTATIVE ORDINANCES
Pasco	• Tree Removal Rules -- Protection And Restoration -602-1 ldc/1602(1) Pasco County Ord. No. 01-017 8/28/01 602. • LANDSCAPING AND IRRIGATION Section 603, Pasco County Landscaping and Irrigation Ordinance, No. 02-04
Hillsborough	• Hillsborough County Natural Resources Regulations. Sec. 4.01
Pinellas	• LITTER AND WEEDS Sec. 58-300. Intent. • LOT CLEARING Sec. 58-326 • LAND CLEARING Sec. 58-214. • ENVIRONMENTAL AND NATURAL RESOURCE PROTECTION Chapter 16

1.4.7 The CONTRACTOR is responsible for obtaining all permits necessary to perform this legally.

1.4.8 The CONTRACTOR shall have at least one 60 foot aerial bucket truck available use as needed for tree trimming and removal services. Ladders shall only be used when access is restricted.

1.5 EMPLOYEES:

1.5.1 CONTRACTOR shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must be able to supply proper identification at all times.

1.5.2 All employees of the CONTRACTOR shall be considered to be at all times the sole employees of the CONTRACTOR, under the CONTRACTOR's sole direction, and not an employee or agent of the OWNER. The CONTRACTOR shall supply competent and physically capable employees and OWNER may require the CONTRACTOR to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on work site is not in the best interest of OWNER. The OWNER shall not have any duty to implement or enforce such requirements.

1.5.3 CONTRACTOR shall assign an "On Duty" supervisor who speaks and reads English.

1.6 STORAGE OF MATERIALS:

1.6.1 The CONTRACTOR must provide for own storage of material and equipment, if needed. No on-site storage is permitted at the work area or other public areas, except for sod delivered for the specific site.

1.7 REMOVAL OF DEBRIS AND CLEANING UP:

- 1.7.1 Prior to acceptance of the work by the OWNER, the CONTRACTOR shall at its own expense, remove from site all trash and debris and shall dispose of such materials at approved dump sites. CONTRACTOR is required to gather and remove all debris found on the area to be cleared, including paper, cans, scrap metal, scrap lumber, abandoned equipment such as refrigerators, stoves, auto parts, bicycles and similar materials, and any and all vegetations, such as small brush, weed and overgrown grass.
- 1.7.2 NOTE: CONTRACTOR will be required to present along with invoices, disposal receipts or affidavits substantiating proof of the legal disposal of the aforesaid waste. These costs are to be included as part of the successful bidder's fixed flat fee as requested. OWNER will not pay disposal fees.

1.8 WORK TO BE PERFORMED:

- 1.8.1 A FENCE LINE CLEAR ZONE: Is ideally ten (10) feet inside the fence starting at the fence line inward and ten (10) feet outside the fence line beginning at the fence line. Unless otherwise instructed by the OWNER'S representative, these areas will be cleared as per these specifications.
- 1.8.2 CLEARING: Involves the trimming and/or clearing of all vegetative growth except valuable trees and cultivated plants as defined in the applicable County Land Development Regulations.
- By whichever means the work is to be accomplished, it is understood that a certain degree of manual effort with hand tools may be required in the removal of growth and other debris of a nature foreign to the land.
- 1.8.3 BULLDOZING/GRADING: For the purpose of this contract both are defined as the clearing of land by mechanical means through a device which scrapes the surface of the land, whether it be even or have mounds of dry fill, and frees it from weeds, brush, small trees (less than 4" in diameter) and debris.
- 1.8.4 EROSION CONTROL MEASURES: Earthwork shall be brought to final grade immediately when clearing procedures involve the use of bulldozers and/or other grading equipment. All earthworks shall be planned and conducted in such a manner as to ensure that the finished grade follows the natural contour of the land, leaves no gaps under existing fencing of more than four inches (4"), and minimizes the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils -- See 1.8.5 (SODDING) below.

Such methods as may be necessary shall be utilized on areas to effectively prevent erosion within the limits required by local, state and/or federal law and/or permit requirements.

By whichever means the work is to be accomplished, it is understood that a certain degree of manual effort with hand tools may be required in ensuring that there are no gaps under existing fencing of more than four inches (4").

The quantities to be paid under these items will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contract, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the OWNER.

- 1.8.5 SODDING: After land has been cleared the CONTRACTOR may be required to plant grass seed or lay sod primarily to prevent erosion and secondarily as a method to keep other vegetation from encroaching clear zones.

Bahia sod shall be in accordance with the latest edition of Florida Department of Transportation, "Standard Specifications for Road and Bridge Construction, Section 981, Turf Materials.

Delivery and Installation

The installed prices proposed by the CONTRACTOR on the bid schedule shall include all costs associated with cutting, loading, delivery and installing sod on all jobs.

Source Requirements for Sod

The CONTRACTOR shall comply with all current restrictions in regard to movement of sod into or within areas which are outside of quarantine boundaries for the white fringed beetle, witch weed, and West Indian sugar cane borer weevil, and other regulated species as issued by the Division of Plant Industry, Florida Department of Agriculture and the Animal and Plant Health Inspection Services, U.S. AR Template Revised 5/26/2010 Department of Agriculture. There will be a zero tolerance for the presence of cogon grass (*Imperata cylindrica*), tropical soda apple (*Solanum viarum*) and other species regulated under 5B-57, Florida Administrative Code.

Staking of Sod on Slopes

Some jobs will require staking of sod in order for the sod to stay on steep slopes. On the bid schedule, price the additional cost per square foot to stake sod in place with biodegradable stakes on slopes generally steeper than 2 horizontal/1 vertical.

Submittals

- A. Roll sod/pallet sod shall be vendor certified grass meeting the specification herein. The CONTRACTOR shall submit documented proof of the sod variety/purity as certified by the appropriate Agricultural agency.
- B. The CONTRACTOR shall provide the County with copies of the delivery invoice slips.

Materials

- A. The sod shall be mechanically cut in rolls and/or palleted. The sod shall be cut with 1 1/2" - 2" root zone. All sod must be delivered within 24 hours of cutting and in healthy condition. The OWNER shall reject any sod that is found stressed or containing pests.

Execution

- A. Sodding
 - 1. The CONTRACTOR shall sod all areas within the twenty (20) foot clear zone areas that are designated on the drawings within contract limits, unless specifically noted otherwise.
 - 2. Remove plastic webbing on sod rolls and dispose of properly prior to installation. Sod shall be laid tightly together with staggered seams so as to make a solid sodded area. Immediately following sod laying, the sodded areas shall be rolled with a sod roller, customarily used for such purposes, and then thoroughly irrigated. If, in the opinion of the OWNER, top-dressing is necessary after rolling to fill the voids between the sod panels and to even out inconsistencies in the sod, clean sand, 70/30 mix (sand/organic) or 80/20 mix (sand/organic) as approved by the OWNER, shall be uniformly spread over the entire surface of the sod and thoroughly watered in.
 - 3. Lay sod within thirty-six (36) hours of being lifted.
 - 4. During delivery, prior to and during the planting of the sodded areas, the sod panels shall at all times be protected from stress and unnecessary exposure of the roots to the sun. All sod shall be stacked so as not to be damaged by sweating or excessive heat and moisture.
 - 5. All edges adjoining existing sod will be cut in so as to provide a flush and level surface.

- 1.8.6 TRACTOR MOWING: Tractor mowing for the purpose of this contract is defined as the clearing of land by mechanical means through a device which mows or cuts, by blades, the weeds and brush to the height of not more than three inches (3") from the surface of the ground (except valuable trees and plants). In this contract, tractor

mowing will be used as the means to clear land where the terrain is level but containing high weeds and/or brush.

CONTRACTOR shall properly dispose of all debris to maintain the properties in a neat and clean condition. CONTRACTOR shall remove all litter, trash and all other debris accumulated and dispose at CONTRACTOR's expense.

- 1.8.7 PICK-UP/LOADING: Pick-up/loading, which comprises clearing of land through mechanical or hand means, (including but not limited to raking, pitch-forking, or shoveling, to pick-up paper, cardboard, cans, bottles and similar light debris), will be loaded into dump trucks properly equipped for over-the roadway hauling and dumping. Occasional heavy pickups will also be required.
- 1.8.8 TREE AND SHRUB TRIMMING: Trimming and/or clearing of all vegetative growth and cultivated plants shall be as defined in the applicable County Ordinance.

By whatever means the work is to be accomplished, it is understood that a certain degree of manual effort with hand tools may be required in the removal of growth and other debris of a nature foreign to the land.

All tree work shall be done in accordance with the ANSI Z133.1-2000, safety requirements and shall comply with ANSI 300 Standards for Tree Care Operators.

“Clearance Trimming” is for vertical and horizontal clearance of shrubs and trees within the vertical extension of the “Clear Zone” area, including large canopy trees requiring removal of varying size branches as per ANSI 300A pruning standards. The vertical extension of the “Clear Zone” is forty feet (40’) high and 20 feet wide covering the contiguous areas ten (10) feet inside and Ten (10) feet outside the perimeter fence.

Trimming to Alleviate the Obstruction of Overhead Light Illumination (while similar to Clearance Trimming) may be required in areas outside the “clear-zones” so that security lighting may reach its intended target.

- 1.8.9 TREE REMOVAL: Trees designated for removal must be cutoff as close to ground surface as conventional cutting tools or field conditions will permit. This includes the removal and disposal of trees, logs, limbs, vines, and associated debris.
- 1.8.10 STUMP GRINDING: CONTRACTOR shall ensure that all stumps shall be ground to a minimum depth of 8 inches and shall be the responsibility of the CONTRACTOR to call for utility locations.

Stump grinding shall be *priced per Section B* of the Bid Form including all labor, equipment, clean up and disposal of all debris in accordance with State, County and Local laws

1.8.11 HAULING: CONTRACTOR shall remove from the property all trees, brush, vegetation, trimmings, debris, trash and refuse either created by other work described herein or found thereon.

1.8.12 DISPOSAL: CONTRACTOR shall properly dispose of any and all vegetation, paper, cardboard, cans, bottles and similar light debris, scrap metal and scrap-lumber, abandoned equipment such as refrigerators, stoves, auto parts, bicycles and similar materials at its own expense.

1.9 SUPERVISION:

1.9.1 OWNERS's authorized representative is to have free access to the site and the work being performed at all times for inspecting or directing the same, the CONTRACTOR is to afford him necessary facilities and assistance for so doing.

1.10 PHOTOGRAPHS:

1.10.1 A minimum eight (8) photographs shall be taken of each location requiring clearing. Four (4) before and four (4) after clearing (and sodding as required): amounting to one (1) each from the four compass directions, i.e., "North", "South", "East" and "West," and one (1) from each direction afterwards.

1.10.2 Photographs shall be required of any debris as delineated in section 1.10.1.

1.10.3 Photographs shall be submitted with invoice for payment.

1.10.4 Photographs must be digital.

1.10.5 All photographs must have the property address imprinted, must be signed, dated and display the printed name of the person who took and signed the picture.