

CITY OF VERO BEACH

TREE TRIMMING ANNUAL SERVICE CONTRACT

BID NO. 100-11/PJW

CITY OF VERO BEACH

PREPARED BY

PURCHASING DIVISION

COUNCIL MEMBERS

MAYOR – JAY KRAMER

VICE MAYOR – PILAR E. TURNER

TRACY M. CARROLL

A. CRAIG FLETCHER

BRIAN T. HEADY

CHARTER OFFICERS

INTERIM CITY MANAGER – MONTE K. FALLS

CITY CLERK - TAMMY VOCK

CITY ATTORNEY – CHARLES VITUNAC

TABLE OF CONTENTS

SECTION	PAGE NO.
Invitation to Bid	1 - 2
Instructions to Bidders	
1. General	3
2. Examination of Site and Contract Documents	3
3. Interpretations, Inconsistencies and Addenda	3
4. Preparation of Bids	3
5. Bid Pricing.....	4
6. Submission of Bids.....	4
7. Familiarity with Laws.....	5
8. Rejection of Bids	5
9. Withdrawals and Modifications	5
10. Contract Award	5 - 6
11. Subletting or Assigning of Contract	6
12. Patent Fees, Royalties and Licenses	6
13. Performance Bond and Payment Bond.....	6
14. Liens	7
15. Financial Statement	7
16. Public Entity Crimes	7
17. Local Preference.....	7 – 10
18. Expenditures	10
General Conditions	
1. Definition of Terms	11 - 12
2. Control, Supervision and Inspection of the Work	13
3. Superintendents	13
4. Subcontractors	13
5. Employees	14
6. Changes in Scope of Work; Extra Work	14
7. Omitted Work.....	14
8. Termination of Contract	15
9. Gratuities	15
10. Safety, Maintaining the Site	15
11. Loss Control / Safety	15
12. Suspension of work	16
13. Royalties and Patents.....	16
14. Indemnification.....	16
15. Insurance.....	17
16. Interpretation of Specifications	17
17. Disputed Work	17

18. No Waiver of Legal Rights.....	17
19. Defective Work	18
20. Tools & Equipment	19
21. Testing	19
22. Permits and Fees.....	19
23. Miscellaneous	19 - 21

Supplementary General Conditions

1. Modifications	22
2. Conflicts	22
3. Force Majeure	22
4. Applicable Standards.....	23
5. Security of Work Area.....	23
6. Quality of Items and Workmanship.....	23
7. Materials Disposal and Cleanup.....	24
8. Contractor Safety.....	24
9. Miscellaneous	24
10. Inspection	24

Drug-Free Compliance	25
-----------------------------------	-----------

Bid Proposal	26
---------------------------	-----------

Questionnaire	27 – 28
----------------------------	----------------

Bid Bond Form.....	29
---------------------------	-----------

Form of Agreement	30 – 35
--------------------------------	----------------

Payment and Performance Bond.....	36 - 42
--	----------------

Affidavit	43
------------------------	-----------

Technical Specifications	44 – 47
---------------------------------------	----------------

Special Requirements	48 – 52
-----------------------------------	----------------

Bid Proposal	53 - 54
---------------------------	----------------

Bid Schedule	55 - 56
---------------------------	----------------

Type I Insurance Required	57 - 58
--	----------------

Local Preference Certification	59
---	-----------

CITY OF VERO BEACH, FLORIDA

**INVITATION TO BID
BID NO. 100-11/PJW**

Sealed Bids will be received by the Manager of Purchasing, 3455 Airport West Drive, Vero Beach, Florida, 32960, until 2:30 p.m., Tuesday, March 29, 2011, and subsequently opened in a meeting to be held in the T&D Conference Room for the following:

**TREE TRIMMING ANNUAL SERVICE CONTRACT FOR ELECTRIC
TRANSMISSION AND DISTRIBUTION DEPARTMENT**

Bid Documents may be obtained from DemandStar.com, Inc. at <http://WWW.Demandstar.com>, Telephone No. (800) 711-1712.

All Bids shall be submitted in duplicate on the Bid Proposal forms provided within the Specifications. A Bid Bond must accompany each Bid and be properly executed by the Bidder and by a qualified Surety, or a certified or cashier's check on any State or National Bank, or an irrevocable letter of credit, in the sum of not less than five percent (5%) of the total amount Bid, made payable to the City of Vero Beach. This Bid Bond will guarantee that the Bidder will not withdraw from the competition after the opening of Bids. In the event the Contract is awarded to the Bidder, said Bidder shall enter into a Contract, under the terms and conditions established herein, with the City and furnish the required Payment and Performance Bonds. Failure to do so will result in forfeiture of said Bid Bond as liquidated damages. The Bid Bond requirements shall be waived if the Bid is in a sum of less than \$25,000.

A Payment-and Performance Bond for 125% of the Contract amount and on the form provided by the City shall be used for contracts more than \$25,000. This Bond shall be from a Surety authorized to do business in the State of Florida and otherwise meeting the City's bond requirements. In place of the Bonds, an irrevocable letter of credit from a qualified lending institution acceptable to the City for 125% of the Contract amount may be submitted. If the Contract is awarded in a sum less than \$25,000, the Performance and Payment Bond requirements may be waived if permitted by law, in which case the cost of the Bond shall be deducted from the Contract price and only a single, final payment will be made.

Bids must be sealed and plainly marked " **TREE TRIMMING ANNUAL SERVICE CONTRACT, BID NO. 100-11/PJW**" on the outside of the envelope and addressed as follows:

By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389

By Courier:

City of Vero Beach
Manager of Purchasing
3455 Airport West Drive

Vero Beach, FL 32961-1389

Vero Beach, FL 32960

The City reserves the right to delay awarding of the Contract for a period of sixty (60) days after Bid Opening, to waive informalities in any Bid, or reject any or all Bids in whole or in part with or without cause and/or to accept the Bid that, in its judgment, will serve the best interest of the City of Vero Beach, Florida. Notwithstanding any clause or statement to the contrary, or in the event of any conflict, inconsistency or need for interpretation concerning any Bid or Bid-related documents, the provisions of Chapter 2, Article VIII, Section 2-351 of the Vero Beach Code concerning Bidding Procedures and this Invitation to Bid shall control in this order.

Issued at Vero Beach, Florida this 1st day of March 2011.

CITY OF VERO BEACH, FLORIDA

MONTE K. FALLS
INTERIM CITY MANAGER

CITY OF VERO BEACH, FLORIDA

INSTRUCTIONS TO BIDDERS

1. GENERAL

The following instructions are given for the purpose of guiding Bidders in properly preparing their Bids or proposals. These Instructions and the Invitation to Bid shall be binding on all Bidders, and incorporated into and made part of the Contract.

2 EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder is required, before submitting his Bid, to visit the Site of the proposed Work and familiarize himself with the nature and the extent of the Work and any surface and subsurface conditions that may in any manner affect the Work to be done, and the equipment, materials, and labor required, and the cost thereof. The Bidder is also required to examine carefully any and all Contract Documents. Ignorance on the part of the Bidder will in no way relieve him of the obligations and responsibilities assumed under the Contract. No information derived from maps, Drawings, Specifications, or from the City, shall relieve the Contractor from any risk or from fulfilling all terms of the Contract.

3. INTERPRETATIONS, INCONSISTENCIES AND ADDENDA

The Bidder must request interpretations or clarifications regarding the Contract Documents and any Specifications received prior to Bid Opening, in writing from the Manager of Purchasing. To be considered, such request must be received at least four (4) days prior to Bid Opening. The Manager of Purchasing will notify all prospective Bidders of any and all interpretations and supplemental instructions. These notices shall be in the form of written Addenda. The failure of any Bidder to receive any such Addenda shall not relieve the Bidder from the obligation to comply with the terms of the Addenda in addition to all other Contract Documents, should the Bidder submit a Bid and become the Contract Awardee. All Addenda so issued shall become a part of the Contract Documents. The City shall not be bound by any oral interpretations or clarifications.

4. PREPARATION OF BIDS

All Bids shall include the Bid Proposal and such other forms and statements, such as the Questionnaire, and Sworn Statement, as are herein provided or otherwise required. The Bid Schedule must have all blank spaces filled in with a price for each lump sum item and for every item for which a quantity is given. All Bids must be typed or in ink and submitted in duplicate.

One Bid from any individual, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any individual, partnership, or corporation has an interest in more than one Bid for the Work contemplated, the City shall reject all Bids in which such individual, partnership, or corporation has such interest.

5. BID PRICING

The Bid price shall include the selling and delivering of all materials, equipment, tools, including applicable taxes, necessary or proper for the completion of the Work except as may be otherwise expressly provided for in the Contract Documents. The unit prices shall be construed as including all of Contractor's direct and indirect costs of doing the Work required, including such costs as insurance, obtaining required permits, testing, etc., unless otherwise expressly provided in the Contract Documents.

The Contractor shall familiarize himself with the requirements of the State of Florida pertaining to the exemption from State Sales Tax as it may apply to the City.

The City may consider Bids as nonresponsive if they contain serious omission, unauthorized alterations of form, unauthorized alternate Bids, incomplete or unbalanced Bid pricing (including via escalator clauses), or irregularities of any kind consider the Time of Completion in evaluating the award of this Bid.

6. SUBMISSION OF BIDS

All Bid proposals must be delivered to the Manager of Purchasing, T&D Facility, 3455 Airport West Drive, Vero Beach, Florida, by the date and time indicated on the Invitation to Bid. Bidders must allow sufficient time for the Manager of Purchasing to time-stamp the sealed Bid by the time indicated in the Invitation to Bid.

All Bid proposals must be sealed in an envelope marked on the outside with Bidder's name, address, Bid number, description, and date.

EXAMPLE: By Mail:

City of Vero Beach
Manager of Purchasing
P.O. Box 1389
Vero Beach, FL 32961-1389

By Courier:

City of Vero Beach
Manager of Purchasing
3455 Airport West Drive
Vero Beach, FL 32960

BID NO. _____
BID DESCRIPTION _____
BID DATE _____

7. FAMILIARITY WITH LAWS

The Bidder is assumed to be familiar with all federal, state and local laws and regulations that may affect the Work. The Contract Documents may describe some of these laws and regulations; however, the Bidder is responsible for knowing and complying with any and all such laws and regulations. Ignorance on the part of the Bidder will in no way relieve him from the responsibility of compliance therewith.

8. REJECTION OF BIDS

The City reserves the right to reject any Bid, if the evidence submitted by the Bidder, or if the investigation of such Bidder, fails to satisfy the City that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated therein. Any or all Proposals will be rejected, if there is reason to believe that collusion exists among the Bidders. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or irregularities of any kind. The City reserves the right to reject any or all Proposals and to waive such technical errors as may be deemed best for the interest of the City.

9. WITHDRAWALS AND MODIFICATIONS

Any Bidder may, without prejudice to himself, withdraw or modify his Proposal at any time prior to Bid Opening, by physically delivering written notice of withdrawal or the written modification in writing to the Manager of Purchasing. All written requests for withdrawal and written modifications must be signed by a person duly authorized to make such withdrawal or modification; and, in case signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification.

10. CONTRACT AWARD

The Contract Awardee, if any, shall execute the Contract, furnish good and sufficient bonds as herein required, and provide a certificate of insurance as herein required, within ten (10) days after receiving the Contract for execution. If the Contract Awardee fails to execute the Contract or furnish the bonds within such time, the City may annul the award and award the Contract to another Bidder, or take any other actions as authorized under Section 3.04 of the Vero Beach Code, including the award of the Contract to another Bidder. The new Contract Awardee, if any, shall fulfill every stipulation embraced herein as if he were the original party to whom award was made.

If the Contract Awardee is a corporation, it shall furnish certificates as to its corporate existence and evidence that the officer signing the Contract is authorized to do so on behalf of the corporation, prior to the City's execution of the Contract.

11. SUBLETTING OR ASSIGNING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof or the Work provided for therein or of any part or all of his right, title or interest therein without the express written consent of the City. Any such attempt without the prior written consent of the City shall be void ab initio and shall allow the City, at its option, to void the Contract.

12. PATENT FEES, ROYALTIES AND LICENSES

If the Contractor requires or desires to use any design, trademark, material or process covered by letters of patent or copyright, the Contractor and his Surety shall indemnify and save harmless the City from any and all claims for infringement by reason of the use of any such patented designs, trademark, mentioned or processed in connection with the Work agreed to be performed under the Contract and shall indemnify the City from any costs, expense or damage which he may be obliged to pay by reason of any infringement at any time during the prosecution of, or after completion of, the Work.

13. PERFORMANCE BOND AND PAYMENT BOND

The Contractor shall furnish the payment and performance bonds required herein, within ten (10) days of the execution of the Contract. The payment bond shall ensure that the Contractor shall pay all of the debts the Contractor incurs under the Contract, for any goods, materials, equipment, or services (other than labor furnished from any employee of the Contractor) provided to or on behalf of the Contractor. The performance bond shall ensure that Contractor shall perform any and all Contractual obligations, including with respect to guarantee, and shall continue in effect for one (1) year after completion and acceptance of the Work. Alternatively, the City in its sole discretion may allow the Contractor to terminate the initial performance bond and provide a new performance bond for the one (1) year guarantee period.

14. LIENS

Because the Work called for under the Contract is "public Work" under Chapter 255, Florida Statutes, the Contractor shall insert the following Article in all subcontracts hereunder:

"Notice: Claims for labor, materials and supplies cannot be asserted against the City of Vero Beach and are subject to proper prior notice to (Contractor's Name) and to (Contractor's Surety Company Name), Surety, pursuant to Chapter 255 of Florida Statutes. This Article shall be inserted in every sub-Contract hereunder."

15. FINANCIAL STATEMENT

If requested by the City, bidders may be required to provide a summary of their financial statement.

16. PUBLIC ENTITY CRIMES

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 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 s. 287.133 or CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

17. LOCAL PREFERENCE

Section 2-352. Local Preference in Purchasing or Contracting.

A. Definitions.

(1) "Local business" shall mean a business that meets all of the following criteria:

(a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River, Martin, or St. Lucie Counties for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the City. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and

(b) Has had, for at least 12 months immediately prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax

Receipt” issued by the City of Vero Beach, Indian River, Martin, or St. Lucie Counties, if applicable; and

(c) Holds any license or competency card required by Indian River County, if applicable, and;

(d) If the contract is awarded, will be the person or entity in direct privity of contract with the City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

(2) “Non-local business” means a bidder that is not a local business, as defined herein.

B. Certification.

Any person or entity claiming to be a local business, as defined herein, and desiring to receive local preference, shall complete and submit, together with all required attachments, a “Local Business Certification Form,” in the form provided by the City and contained within the bid package accompanying a public notice/advertisement. Any bidder who fails to complete and submit the “Local Business Certification Form” together with all required attachments with the bid shall not be granted local preference consideration for the purposes of that specific contract award. The Purchasing Division shall determine if a person or entity meets the definition of a “local business.”

C. Local preference in purchases by means of formal competitive bid.

In connection with any solicitation to which this Ordinance applies, local preference may be given to local businesses in the following manner:

1. When a qualified and responsive, non-local business submits the lowest price bid (herein, “Apparent Low Bidder”), and the bid submitted by one or more qualified and responsive local businesses is equal to or within five percent (5%) of the price submitted by the Apparent Low Bidder, then the local business with the apparent next-lowest qualified and responsive bid offer (herein, the “Lowest Local Bidder”) shall have the opportunity to submit an offer to match the price(s) offered by the Apparent Low Bidder as follows:

(a) The Purchasing Division shall invite, in writing, by e-mail, fax, or certified mail, the Lowest Local Bidder to submit a written matching offer to the Purchasing Division (herein “Invitation”);

(b) The Lowest Local Bidder may, but shall not be obligated to, submit a written, faxed or e-mailed matching offer to the Purchasing Department within five (5) business days after receipt of the Invitation;

(c) If the Lowest Local Bidder submits a written offer that matches the bid from the Apparent Low Bidder, such written offer shall be accepted and the Lowest Local Bidder shall be awarded the contract;

(d) If the Lowest Local Bidder submits a written offer that does not match the bid from the Apparent Low Bidder, such written offer shall be rejected; and

(e) Thereupon, the next successive lowest qualified and responsive local bidder, if and only if its bid is less than or within five percent (5%) of the Apparent Low Bidder, will receive the Invitation.

(f) This cycle shall be repeated until there are no remaining local bidders less than or within five percent (5%), then the award shall be made to the Apparent Low Bidder

2. If the Lowest Local Bidder and successive next lowest local bidders do not respond, decline, or are unable to match the Apparent Low Bidder bid price(s), then the award will be made to the Apparent Low Bidder.

D. Notice.

All solicitations that are subject to this Ordinance shall include the substance of this local preference Ordinance and the “Local Business Certification Form”.

E. Exclusions and limitations.

1. Waiver of local preference.

The application of this Ordinance to a particular purchase or contract of the City of Vero Beach may be waived only prior to bid solicitation/advertisement and with the approval of the City Council.

2. The provisions of this Ordinance shall not apply where prohibited by federal law or Florida law, or under the conditions of any grant or other funding source.

3. The provisions of this Ordinance shall not apply to contracts under the Consultants Competitive Negotiation Act (CCNA), Florida Statutes Section 287.055, as CCNA allows consideration of location in the evaluative process.

4. The provisions of this Ordinance shall not apply to any procurement where the local nature of a business has been addressed through scoring criteria.

5. The Purchasing Division shall be responsible for developing, implementing, and maintaining administrative procedures in support of this policy.

F. Subsequent review and sunset provision.

On or about six months after the Effective Date of this Ordinance, the Purchasing Division will provide the City Council with the results to date of this local preference policy and the status of regional reciprocity for Indian River County businesses by Martin and St. Lucie Counties. Within one year after the first bid awarded under this policy, the City Council shall receive a similar report from the Purchasing Division and shall determine whether to continue or modify this policy. Nothing in this section shall prevent the City Council from taking action sooner to revise or remove this local preference policy.

Section 2. Conflict and severability. In the event any provision of this ordinance conflicts with any other provision of this Code or any other ordinance or resolution of the City of Vero Beach on the subject matter of this ordinance, the more strict provision shall apply and supersede. If any provision of this article is held to be invalid, unconstitutional, or unenforceable for any reason by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining portions of this article, which shall be deemed separate, distinct, and independent provisions enforceable to the fullest extent possible.

18. EXPENDITURES

The City expects to spend an estimated \$300,000 under the terms of this contract. This is only a guideline and should not be considered a guaranteed contract dollar amount. Neither the City nor any of its representatives shall be held responsible for estimated dollar amounts.

CITY OF VERO BEACH, FLORIDA

GENERAL CONDITIONS

1. DEFINITION OF TERMS

Where the following terms, or their pronouns, occur herein or in any of the Contract Documents, they shall have the following meanings:

A. Addendum

A modification of the Contract Documents issued in writing by the City prior to the Bid Opening.

B. Bid Opening

The time and place for the opening of Bids, as described in the Invitation to Bid.

D. Change Order

A written order issued by the City to the Contractor directing certain changes, additions, or reduction in the Work.

C. City ("Owner")

City of Vero Beach, P.O. Box 1389, Vero Beach, Florida 32961-1389.

E. Commencement Date

The date on which the Contractor may start the Work.

F. Completion Date

The date on which all Contract Work, other than guarantee and maintenance Work, is required to be completed.

G. Contract

The written agreement between the City and the Contractor covering the Work to be performed, including all Contract Documents.

H. Contract Documents

All forms and documents comprising the Contract, including Invitation to Bid, Addendum as Required, Instructions to Bidders, General Conditions, Supplementary General Conditions, Sworn Statement, Questionnaire, Drug-Free Workplace Compliance Form, Bid Proposal, Bid Bond, Form of Agreement, Performance and Payment Bond, Affidavit, Final Payment Request by Contractor, and Periodic Estimate for Partial Payment, Technical Specifications, Drawings, and Change Orders.

I. Contractor

The individual, partnership, or corporation who, by executing the Contract, agrees to perform the Work described therein.

K. Extra Work

Work not included as a unit of Work described in the Bid Schedule and not reasonably related to or incidental to such Work.

L. Notice to Proceed

A written notice issued by the City, designating the Commencement Date, the Time of Completion, and the Completion Date.

M. Site

The area upon or in which the Contractor is to perform the Work and such other areas adjacent thereto as may be designated as such by the City.

N. Specifications

All of the technical requirements and standards of performance applying to the Work as hereinafter detailed, designated by reference (e.g., on Drawings), or which may be stated in an Addendum.

O. Subcontractor

Any individual, partnership, or corporation, other than the Contractor's employees, who Contracts with the Contractor to furnish, or actually furnishes, labor, materials, or equipment, or any combination thereof, in connection with the Work performed under the Contract.

P. Surety

Any person, firm or corporation bound by the Contract bonds with and for the Contractor acceptable performance of the Work and for payment of all debts pertaining thereto.

Q. Time of Completion

The total number of calendar days from and including Commencement Date through the Completion Date.

R. Work

Everything expressly or implied required to be done by the Contractor under this Contract, including furnishing and installing materials, as well as any Extra Work properly authorized by the City.

2. CONTROL, SUPERVISION AND INSPECTION OF THE WORK

- A. The City shall have full control and direction of the Work in all respects. The City shall have the right to supervise the Work as the City deems necessary.
- B. The City shall at all times have the right to inspect the Work and the Site. If requested by the City, the Contractor shall uncover any of the Work for inspection and replace same, all at the Contractor's expense. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, respecting the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.
- C. The Contractor shall perform night Work only as directed or permitted by the City. The Contractor shall receive no extra payment for such Work.
- D. The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the Workmen, the safeguarding of the Work, or the proper performance of the Contractor.

3. SUPERINTENDENTS

When the Contractor is not present at the Site, any orders given by the City to the Contractor's foremen or superintendents shall be strictly obeyed and shall be treated in all respects as if given to the Contractor. Furthermore, the Contractor shall provide the City an emergency phone number to allow contact with him or his representative at times when he is not on the Site.

4. SUBCONTRACTORS

- A. The Contractor shall not sublet the whole or any part of the Work without the written consent and approval of the City. In all cases, the Contractor shall give his personal attention to the Work, the Subcontractors being considered as foremen employed by the Contractor and liable to be discharged by the City for neglect of duty or incompetency or misconduct.
- B. After acceptance of any Subcontractor by the City, the Contractor shall not replace the Subcontractor with a new Subcontractor without the written approval of the City.

5. EMPLOYEES

None but skilled foremen and Workmen shall be employed on Work requiring special qualifications. Any person employed on the Work who fails, refuses, or neglects to obey the instructions of the City in anything relating to this Work, or who appears to the City to be disorderly, insubordinate, unfaithful, or incompetent, shall, upon the order of the City, be at once discharged and not again employed on any part of the Work. Any interference with, or abusive or threatening conduct toward, any City employee by the Contractor or his employees or agents, shall be authority for the City to annul the Contract and relet the Work.

6. CHANGES IN SCOPE OF WORK; EXTRA WORK

While the City has tried to anticipate all Work required under and during the term of this Contract, the parties understand and agree that the Work required herein may require, without notice to the sureties, the performance of Extra Work or the omission of Work previously required. The City may, at any time and without notice to the sureties, require changes in the scope of Work under this Contract, as the City may find necessary or desirable. Such changes may include the omission of Work previously required.

- A. The City shall notify the Contractor of the change in scope via a Change Order, which shall become a part of the Contract Documents. If a Change Order directs Contractor to omit Work, the Contractor shall refrain from performing it.
- B. The Contractor shall perform Extra Work only pursuant to the issuance by the City of a Change Order. Records of any Extra Work performed by Contractor shall be reviewed daily by the Contractor and the City, duplicate copies of accepted records made and signed by both the Contractor or his representative and the City, and one (1) copy retained by each.

7. OMITTED WORK

The City may, at any time by a written order and without notice to the Sureties, require the omission of such Contract Work as the City may find necessary or desirable. All Work so ordered must be omitted by the Contractor. The amount by which the Contract price shall be reduced shall be determined as follows:

- A. By such applicable unit prices, if any, as are set forth in the Contract; or
- B. If there are no applicable unit prices, then by an appropriate lump sum price, if any, set forth in the Contract; or
- C. If there is no such lump sum price, then by the reasonable and fair estimated cost of such omitted Work as determined by the City.

8. TERMINATION OF CONTRACT

City may terminate this Contract at any time without further obligation hereunder, except with regard to any services already delivered by Contractor under a purchase release issued by city, by delivering written notice to Contractor, which notice shall include the date upon which termination becomes effective. City's right to terminate is in addition to City's other rights hereunder.

9. GRATUITIES

City may, by written notice to Contractor, cancel this Contract without liability to Contractor if it is determined by City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with a view toward securing a Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a Contract. In the event this Contract is canceled by City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Contractor in providing such gratuities.

10. SAFETY; MAINTAINING THE SITE

- A. The Contractor shall maintain safety at all times in cooperation with the City. The Contractor shall be responsible for any damage to existing utilities, property, or persons arising out of the Contractor's Work at the Work Site. The Contractor shall take precautions as are necessary to protect the public, the City and its employees, and the Contractor's employees from hazards associated with the Contractor's use and occupancy of the Work Site, in cooperation with the City.
- B. The Contractor shall maintain the Work Site in a safe and reasonable condition. For any period, including weekends and holidays, during which Work is halted, Contractor shall ensure that the Work Site on which Work has been halted is in a condition that is clean, orderly, and satisfactory to the City.

11. LOSS CONTROL/SAFETY

- A. All costs due to loss, theft, or damage to all City materials, equipment, and property shall be the responsibility of the Contractor.
- B. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees and property. The Contractor shall comply with all applicable laws, regulations and ordinances related to safety and health, shall make

special effort to detect hazardous conditions, and shall take prompt action when loss control/safety measures are reasonably necessary.

- C. The City may order work to be stopped if conditions exist that present an immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the City.

12. SUSPENSION OF WORK

The City shall have the right to require the Contractor to suspend Work during inclement weather. The City may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than thirty (30) days by notifying the Contractor to cease Work. The City's decision as to suspensions shall be final and binding. Whenever the Contractor is required to suspend Work for any reason, the Contractor shall secure the Site and protect the Work, so as to preserve the Site and the Work from damage, destruction, and loss.

13. ROYALTIES AND PATENTS

All fees, royalties, and claims for any invention, or pretended invention, or patent of any articles, material, arrangement, appliance, or method that may be used upon or in any manner be connected with the construction of this Work or appurtenances, are hereby included in the prices stipulated in this Contract for said Work.

14. INDEMNIFICATION

- A. Contractor agrees to indemnify, hold harmless and defend (with counsel reasonably acceptable to City) City, its council members, directors, officers, employees, partners, principals, Contractors, agents, representatives, and each of them, against any and all administrative and judicial proceedings and orders, charges, claims, costs, damages, demands, expenses, fines, judgments, liabilities, losses, penalties, and remedial actions of any kind, including the costs of any hazardous materials remedial actions of any kind and all other related costs and expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees and the costs of defense arising out of injury to persons, including, but not limited to death, or damage to property, caused by, directly or indirectly, in whole or in part, the negligence of Contractor in the performance of the Work set forth in the Contract Documents.
- B. The indemnification and hold harmless provisions set forth in paragraph 17A. above, shall be binding upon the successors, assigns, and sub-licensees of Contractor.

15. INSURANCE

Before starting the Work and until final acceptance of the Work by the City, the Contractor shall procure and maintain insurance of the types and to the limits specified in the Attachment Section of the document. Further, the Contractor shall require each of his Subcontractors to procure and maintain, until completion of that Subcontractor's Work, insurance of types and to the limits specified in Attachment Section of document. It shall be the responsibility of the Contractor to ensure that all of his Subcontractors comply with all of the insurance requirements contained herein relating to such Subcontractors.

Certificates of Insurance evidencing the insurance coverage specified herein shall be filed with the City before Work is begun. The required Certificates of Insurance not only shall name the types of policies provided, but also shall refer specifically to this Contract and the specific Contractual provisions thereof which require such insurance, and shall state that such insurance is as required by this Contract. If the initial insurance expires prior to the completion of the Work, renewal Certificates of Insurance and required copies of policies shall be furnished thirty (30) days prior to the date of their expiration.

16. INTERPRETATION OF SPECIFICATIONS

The City shall decide all questions concerning the interpretation of all Contract Documents pertaining to the character, quality, amount and value of any Work done under or by reason of this Contract and the City's estimate and decisions shall be final and conclusive.

17. DISPUTED WORK

If the Contractor is of the opinion that any Work required, necessitated, or ordered is not within the terms and provisions of this Contract, he must promptly notify the City, in writing, of his contentions with respect thereto and request a final determination thereon. If the City determines that the Work in question is not Extra Work, and that the order complained of is proper, the City will direct the Contractor to proceed and the Contractor shall promptly comply.

Final determination and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefor, until the matter in question has been determined.

18. NO WAIVER OF LEGAL RIGHTS

- A. The City shall not waive any rights hereunder by making any payment of any kind, or accepting any Work, unless expressly stated otherwise. The consent by City to any act by Contractor shall not be deemed to imply consent or to constitute a waiver of a breach of any provision of the Contract or continuing waiver of any subsequent breach of the same or any other provision, nor shall any custom or practice which may arise between City and Contractor be construed to waive or lessen the right of City to insist upon the

performance by Contractor in strict accordance with the provisions of the Contract.

- B. The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after the Final Payment has been made, to claim and recover, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work.

19. DEFECTIVE WORK

- A. If, at any time, defects therein shall be found, the Contractor shall promptly correct such defects, remove and dispose of all defective or unsatisfactory Work or materials, and supply others in accordance with the Contract. Previous Work will not relieve the Contractor of the responsibility for good Work or materials, although the defects may have been overlooked by the City, or may have been the result of damage from any cause.
- B. Should the Contractor fail or refuse to remove and renew any defective Work performed, or to make any necessary repairs in an acceptable manner, and in accordance with the requirements of the Contract within the time indicated in writing, the City shall have the authority to cause the unacceptable or defective Work to be removed or renewed, or such repairs as may be necessary to be made at the Contractor's expense. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs, promptly, fully, and in an acceptable manner, shall be sufficient cause for the City to declare the Contract forfeited, in which case the City at its option may instruct the City to purchase materials, tools, and equipment and employ labor or may contact with any other individual, firm or corporation, or may proceed with its own forces to perform the Work.
- C. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any monies due, or which may become due him, or shall be charged against the Contract bond.
- D. At the request of the City, the Contractor shall, at any time remove or uncover such portions of the Work as may be directed. After examination, the Contractor shall restore said portions of the Work to the standard required by the Contract Documents. Should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for by Change Order; but should the Work so exposed or examined prove unacceptable, the uncovering or removing and replacing of the covering or making good of the parts removed shall be at the Contractor's expense.
- E. Failure to reject any defective Work or material shall not in any way prevent later rejection when such defect be discovered, or obligate the City to final acceptance.

20. TOOLS & EQUIPMENT

If, at any time before the commencement or during the progress of the Work, tools or equipment appear to the City to be insufficient, inefficient or inappropriate to secure the quality of Work required or the proper rate of progress, the City may order the Contractor to increase their efficiency, to improve character, to augment their number or substitute new tools or equipment, as the case may be, and the Contractor shall conform to such order. The failure of the City to demand such increase of efficiency shall not relieve the Contractor of his obligation to secure the quality of Work and the rate of progress necessary to complete the Work within the time required by the Contract and to the satisfaction of the City.

21. TESTING

The Contractor shall perform, or obtain the performance of, any testing required herein. The Contractor shall bear the cost of any testing required under the Contract, as well as any retesting required as a result of failures. The Contractor's Bid prices shall be construed as including the cost of any such testing or retesting.

22. PERMITS & FEES

The successful bidder (Contractor) shall be responsible for obtaining and paying the respective fees of all local government permits. Payment for the cost associated with this obligation will be reimbursed by the City upon presentation of paid receipt and/or copy of said permit (as determined by the City).

23. MISCELLANEOUS

A. Notice:

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be:

- (1) in writing;
- (2) delivered (to the addresses listed in this Article 5, below, or such other address as the Parties may provide to each other in writing) by one of the following means:
 - (a) by hand;
 - (b) by overnight mail service (such as Federal Express); or
 - (c) by certified mail, postage prepaid, and certified return receipt requested

to the following address, or such other address as the Parties may provide to each other in writing:

To: [Name of Division]
Attn:
Name of Company
Street Address
City / State / Zip Code
Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx

With a copy to: [Name of Division]
[Contact] [Title] Attn: [Contact] [Title]
Name of Company
Street Address
City / State / Zip Code
Telephone: (xxx)xxx-xxxx
Facsimile: (xxx)xxx-xxxx

To CITY: With a copy to:

City of Vero Beach, Florida
Attn: Carol Shoaf,
Contract Administrator
3455 Airport West Drive
P. O. Box 1389
Vero Beach, FL 32961
Telephone: (561) 978-5473
Facsimile: (561) 770-6860

City of Vero Beach, Florida
Attn: John O'Brien,
Manager of Purchasing
3455 Airport West Drive
P.O. Box 1389
Vero Beach, FL 32961-1389
Telephone: (561) 978-5470
Facsimile: (561) 770-6860

A copy of any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement may also be sent via facsimile. However, delivery via facsimile shall not constitute an alternative or substitute means of delivery (i.e., notice must still be sent via hand delivery, over night mail, or certified mail return receipt requested as set forth, above).

B. The parties expressly recognize that the relationship between the City and the Contractor is that of independent Contractors, and that neither the Contractor nor any of his servants, agents or employees shall ever be considered to be an agent, servant or employee of the City.

C. Severability

In the event that any provision of this Agreement shall be held unconscionable, unenforceable, or void for any reason by any tribunal of competent jurisdiction, it is agreed that the provision in question shall be modified to eliminate the elements of concern to the tribunal and as modified shall be binding on the parties hereto. The remaining provisions shall not be affected by the action of any tribunal or modification of such provision, and shall remain in full force and effect.

D. Choice of Law; Venue

The validity, interpretation, and enforcement of this Agreement shall be governed by the laws of Florida without regard to conflict of law applications. Indian River County, Florida, shall be proper venue for any litigation involving this Agreement. Any legal proceedings of any nature brought by either Party to enforce any right or obligation

arising out of this Agreement shall be submitted to trial without jury before any court of competent jurisdiction in Indian River County, Florida. The Parties consent and submit to the jurisdiction of any such court in Indian River County, Florida, and agree to accept service of process outside the state of Florida in any matter submitted to any court pursuant hereto.

E. Attorneys' Fees

The prevailing party in any litigation, arbitration or mediation relating to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs from the other party for all matters, including, but not limited to, appeals.

F. Article Headings For Convenience Only

The Article headings, and underlined sub-article headings, hereof are inserted for convenience of reference only, are not a part hereof, and shall have no effect on the construction or interpretation of this Contract.

CITY OF VERO BEACH, FLORIDA

SUPPLEMENTARY GENERAL CONDITIONS

1. MODIFICATIONS

This Contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2. CONFLICTS

The following principles shall apply in resolving any conflict among or ambiguity in the Contract Documents:

- A. The Supplementary General Conditions shall have priority over the General Conditions and Form of Agreement in case of conflict. The Technical Specifications shall take precedence over all other Contract provisions.
- B. Full size details shall take precedence over scale Drawings and large scale Drawings shall take precedence over small scale Drawings. Dimensions given in figures shall take precedence over scaled dimensions.
- C. When measurements are affected by conditions already established or where items are to be fitted into constructed conditions, it shall be the Contractor's responsibility to verify all such dimensions at the Site and the actual job dimensions shall take precedence over scaled or calculated dimensions on the Drawings.

3. FORCE MAJEURE

Except as otherwise expressly provided herein, City shall not be liable for any failure or delay in the performance of its obligations under this Agreement due to causes not reasonably within its control, including, but not limited to, acts of civil or military authority, including courts and regulatory agencies, superior governmental authority, God, war, riot or insurrection, inability to obtain required construction permits, blockages, embargoes, sabotages, epidemics, fires, floods, strikes, lockouts or other labor difficulties, provided such labor difficulties do not arise from inequitable labor practices. In the event of any failure or delay resulting from such causes upon notice to the other party within five (5) business days of occurrence of the event giving rise to the delay the time for performance hereunder shall be extended for a period of time reasonably necessary to overcome the effects of such delays. In the event any such failure or delay shall last for a period of more than ten (1) calendar days, then either Party may terminate this Agreement forthwith, in whole or in part, by notice in writing to the other.

4. APPLICABLE STANDARDS

All standards referred to herein shall mean the latest revision under the same specification number or for those provisions in the new or revised Specifications which are clearly inapplicable. The following abbreviations have been used in referring to other standards:

DBPR	Department of Business and Professional Regulations
DHR	Department of Hotel and Restaurants
NEC	National Electrical Code
NEMA	National Electrical Manufacturer's Associates
IEEE	Institute of Electrical and Electronic Engineers
OSHA	Occupational Safety and Health Administration
ASME	American Standard of Mechanical Engineers
ANSI	American National Standards Institute
NFPA	National Fire Protection Association
AISC	American Institute of Steel Construction
AWS	American Welding Society
EPA	Environmental Protection Agency
ASTM	American Society of Testing Materials
FDEP	Florida Department of Environmental Protection

Whenever a conflict exists between these standards and the Contract Documents, the Contract Documents shall govern. In the event of a conflict among any of the above codes and standards, the one having the most stringent requirements shall take precedence unless otherwise approved in writing by the City.

5 SECURITY OF WORK AREA

All doors in all City buildings shall remain locked while the building is being cleaned.

6. QUALITY OF ITEMS AND WORKMANSHIP

All materials and equipment furnished for this project shall be new and unused. Any materials or equipment which, in the opinion of the City, have become excessively weathered or damaged since manufacture, shall not be considered as new. Workmanship shall be first class and the finished product equal to the best accepted standards of the trade for the category of Work performed. All Work shall be performed by experienced, skilled tradesmen.

7. MATERIALS DISPOSAL AND CLEANUP

The Contractor shall comply with all pertinent local, state and federal regulations as enforced by the EPA, FDER, U.S. Coast Guard and any other regulatory agency. The Contractor shall be responsible for the disposal of all hazardous and non-hazardous materials in accordance with EPA, FDEP, and OSHA requirements. Additionally, the Contractor shall comply with all regulatory requirements for the clean-up of all spills as a result of the Work performed.

8. CONTRACTOR SAFETY

- A. The Contractor shall ensure that all personnel meet OSHA and ANSI requirements for the Work being done.
- B. Any Contractor personnel not wearing required safety equipment, or when required, complying with all safety standards and requirements will be removed from the Work Site until such time as appropriate safety equipment is worn or standards observed.

9. MISCELLANEOUS

The City reserves the right to correct any error that may be discovered in any estimate that may have been paid and to adjust the same to meet requirements of the Contract. The City further reserves the right, should conclusive proof of defective Work on the part of the Contractor be discovered after payment has been made, to claim and recover by process of law such sums as may be sufficient to correct the error or make good the defects in the Work.

10. INSPECTION

The City shall at all times have the right to inspect the Work. The Contractor shall furnish all reasonable means for obtaining such information as the City may desire, respecting the quality of the Work and materials and the manner of conducting the Work. The City shall not have the power to waive the Contractor's obligation to properly perform the Work as herein prescribed.

The City's right to inspect and supervise shall not relieve the Contractor from his responsibilities and obligations under the Contract. The City shall not be responsible for the safety of the workmen, the safeguarding of the work, or the proper performance of the Contractor.

DRUG-FREE WORKPLACE COMPLIANCE FORM

IDENTICAL TIE BIDS

Preference shall be given to business with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a Bid received from a business that certifies that it has implemented a drug-free Workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors has a drug-free Workplace program. In order to have a drug-free workplace program, a business shall:

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 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 employer's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of this section. As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

VENDOR'S SIGNATURE

BID PROPOSAL

BID NO:100-11/PJW– TREE TRIMMING ANNUAL SERVICE CONTRACT

To: The City Manager
City of Vero Beach
P.O. Box 1389
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all Work Sites. The undersigned is familiar with the nature and extent of the Work and any local conditions that may in any manner affect the Work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the Work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increases and decreases, and for the purpose of Bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any Work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City Council, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor in accordance with Article 15, of the General Conditions.
2. To begin and complete Work as required in the Notice to Proceed.
3. To allow the City of Vero Beach to reduce invoices per fines in the amount and under the conditions specified in the Contract Documents.
4. To keep in force all insurance and bonding requirements as set forth in the Contract Documents for the duration of the Contract and to give thirty (30) days notice of expiration of insurance and/or bonding.

Dated this _____ day of _____, 20__.

Respectfully submitted Bidder _____
Address: _____

City, State and Zip Code

QUESTIONNAIRE

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a supplier of these materials/services?

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete Work awarded to you; if so, where and why?

4. Name three (3) individuals or corporations for which you have performed Work of this size and nature to which you refer:

_____ Phone _____

_____ Phone _____

_____ Phone _____

5. Have you personally inspected the proposed Work and have you a complete plan for its performance?

6. Will you sublet any part of this Work? If so, give details:

7. What equipment do you own that is available for the Work?

8. What equipment will you purchase for the proposed Work?

9. What equipment will you rent for the proposed Work?

10. Minority Business Statement:

Is your firm a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985? YES or NO

11. State the true, exact, correct, and complete name of the partnership, corporation, limited liability company, or trade name under which you do business, and the address of the place of business. (If a partnership, state the name of all partners. If a corporation, state the name of the President and Secretary. If a Limited Liability Company, state the names of all members. If a trade name, state the names of the individuals who do business under the trade name.)

(Correct Name of Bidder)

a. The business is a Sole Proprietorship, Partnership, Corporation, or Limited Liability Company.

b. The address and phone number of principal place of business is

c. The names of the partners, corporate officers, members, or individuals doing business under a trade name, are as follows:

(Bidder)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
_____ (hereinafter called Principal)

and _____ (hereinafter called the Surety), a corporation duly organized under the Laws of the State of Florida with its principal offices in the City of _____ and authorized to do business in the State of Florida, are held and firmly bound unto _____ as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____) for the payment of which sum will and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit or has submitted a Bid for:

_____ and,

WHEREAS, the Principal desires to file this Bond in accordance with law, in lieu of a Certified or Cashier's Check otherwise required to accompany this Bid,

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient Surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Obligee may in good faith Contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

SIGNED AND SEALED this ____ day of _____, 20__.

Principal Seal

Witness

Title

Surety Seal

Witness

Title

FORM OF AGREEMENT

TREE TRIMMING ANNUAL SERVICE CONTRACT

THIS PROFESSIONAL JANITORIAL SERVICES CONTRACT is executed by and between the City of Vero Beach, a municipal corporation organized and existing under the laws of the State of Florida, whose address is P. O. Box 1389, Vero Beach, Florida, 32961-1389 (hereinafter "City"); and

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

CITY, STATE, ZIP CODE: _____

hereinafter called the Contractor, and the CITY OF VERO BEACH, a municipal corporation organized and existing under the Laws of the State of Florida and located in Indian River County, Florida, hereinafter called the City.

WITNESSETH:

That the Contractor and the City, for the consideration hereinafter named, agree as follows:

Article 1. SCOPE OF WORK - The Contractor shall perform all the Work as described in the Documents entitled "**TREE TRIMMING ANNUAL SERVICE CONTRACT**" for the City of Vero Beach, Florida, and shall do everything required by this Form of Agreement and any other Contract Documents.

Article 2. TERM AND RENEWAL -- The term of the Contract shall be for three (3) years beginning and ending _____ . Thereafter, the Contract may be extended on a month-to-month basis by mutual agreement.

Article 3. THE CONTRACT SUM - The City will pay Contractor for performance of the Contract, subject to additions and deductions provided therein, in current funds as follows:

Written Amount Per attached rate schedule/bid schedule

Numerical Amount _____

Article 4. INVOICES & PAYMENT

As full consideration, the City agrees and shall pay the Contractor for properly authorized and completed work at the billing rates as set forth in the Bid. It is mutually agreed that these rates include wages paid, insurance, paid holiday's taxes, supervision, hand tools, tree wound dressing, equipment operation costs, maintenance costs, depreciation, all transportation to and from work site, claims, overhead, profit and any other associated labor or equipment costs.

A. After delivery of services in conformity with each purchase release, Contractor shall submit an invoice, in duplicate, for such purchase release. Each invoice shall contain the following:

- 1) the purchase order number or contract number
- 2) the name and titles of Contractor's employees doing work

- 3) rate and hours worked by Contractor's employees
- 4) equipment used for each job
- 5) description of work completed
- 6) number of trees trimmed and loads of trimmings
- 7) price extension
- 8) total invoice price
- 9) payment terms
- 10) invoice number
- 11) invoice date
- 12) remittance address

Any invoice submitted without this information will be returned to the Contractor without payment.

No invoice shall include Federal Excise, State or City Sales Tax. City shall furnish tax exemption certificates upon request.

Mail to: Accounting Division, City of Vero Beach, P. O. Box 1389, Vero Beach, Florida 32961-1389.

- A. City will pay for all services included in any invoice received, except insofar as the Contractor's Services fail to conform to this Contract.
- B. City's obligation is payable only and solely from funds available for the purpose of any service received. Lack of funds shall render this Contract null and void. To the extent funds are not available.
- C. The unit bid prices contained in the Schedule for Tree Trimming Services are incorporated herein, with changes as noted, and made a part of this Contract.

Article 5. FINAL PAYMENT - Before final payment, the Contractor shall submit evidence satisfactory to the City that all payrolls, material bills, and other indebtedness connected with the Work have been paid. The City shall have the right to demand and receive from the Contractor before making final payment, an affidavit stating that the Contractor has made payment in full for all labor, services and materials incorporated into the Work corresponding to the progress or final payment to be made. The City shall rely on said affidavit at face value.

The making and acceptance of the final payment shall constitute a waiver of all claims by the Contractor and the City, other than any claims the City may have arising from unsettled liens or from faulty Work appearing after final payment. The City may withhold from final payment such amounts as may be described elsewhere herein.

Article 6. INDEMNIFICATION AND INSURANCE - The Contractor shall indemnify City, as provided in Article 15, General Conditions, and procure and maintain insurance provided in Article 16, General Conditions, and Attachment "Insurance Requirements" and, to the extent required in said Articles or Attachment, require any and all Subcontractors to do the same.

Article 7. GUARANTEES - The Contractor shall guarantee via performance bond as described herein, the equipment, articles, devices, and materials furnished or installed, against any and all failure in proper use and operation for a period of one (1) year from the date of final acceptance of the Work completed under this Contract. The Contractor shall also obtain and guarantee by Performance Bond, as described herein, warranties from manufacturers for each article and piece of equipment furnished or installed, so that the manufacturer's warranty fully covers the equipment from date of shipment to the Contractor through the period of one (1) year after date of final acceptance of the Work completed under this Contract.

Article 8. CONTRACTOR'S REPRESENTATIONS - In order to induce the City to enter into this Contract, the Contractor makes the following representations:

- A. The Contractor has familiarized himself with the nature and extent of his obligations under this Contract. Contractor has familiarized himself with the Work Site, locality, and all local conditions and laws and regulations that in any manner may effect his costs, progress, or performance.
- B. The Contractor has carefully studied, or will carefully study, all reports of explorations and tests of subsurface conditions and Drawings of physical conditions which are identified or provided in this Contract or prior to any Work Order and accepts or shall accept the accuracy of any technical data contained in such reports and Drawings, upon which Contractor is entitled to rely.
- C. The Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports, and studies (in addition to those referred to in Sub-Article B, above) pertaining to the subsurface or physical conditions at or contiguous to the Site or otherwise affecting his performance, as the Contractor considers necessary for the performance at the Contract Price and in accordance with the other terms and conditions of this Contract.
- D. The Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
- E. The Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the Site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said underground facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including other revisions specified elsewhere herein.
- F. At the time of entering into the Contract, the Contractor has given the City written notice of all conflicts, errors, and discrepancies that the Contractor had discovered in the Contract Documents and the written resolution thereof by the City is acceptable to the Contractor.

Article 9. CONTRACT UNIT PRICES - The unit prices contained in the Bid Schedule are incorporated herein, with changes as noted, and made a part of this Contract.

Article 10. CONTRACT DOCUMENTS The following documents are attached hereto and made a part of this Contract:

Invitation to Bid, Addendum as required, Bidding Information and Instructions, Bid Proposal, Bid Schedule, Annual Service Contract, Sworn Statement, Drug-Free Workplace Statement, Questionnaire, Special Requirements, and Technical Specifications, Supplementary General Conditions, General Conditions.

Article 11. LIQUIDATED DAMAGES -The parties, recognizing that time is of the essence and that it would be impossible to determine the City's damages in the event that Contractor fails to provide the services when directed, hereby agree that the Contractor shall pay as liquidated damages under normal tree trimming circumstances, the sum of \$50.00 for each calendar day beyond the Date that Contractor was directed in writing to provide the service, and \$1,500.00 for each calendar day beyond the date that Contractor was directed, in writing, to provide Storm Emergency Work. The parties further agree that the City may withhold such liquidated damages from any payment due the Contractor.

Article 12. CONTRACTOR'S WARRANTIES

A. Product

The Contractor shall not limit or exclude any implied warranties. Any attempt by Contractor to do so shall render this Contract voidable at the option of the City. Contractor warrants that the services furnished will conform to the Specifications included herein, and to the sample(s) furnished by Contractor, if any.

B. Safety Warranty

The Contractor warrants that the services sold to City shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA). In the event Contractor fails to make the appropriate correction within a reasonable time, correction made by City will be at Contractor's expense.

Article 13. SPECIAL TOOLS & TEST EQUIPMENT - If any of the prices stated in the Bid Schedule include the cost of any special tooling or special test equipment fabricated or required by Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Contractor as such.

Article 14. APPLICABLE LAW - This Contract shall be governed by the Uniform Commercial Code. Any term used in this Contract and defined in the Uniform Commercial Code, shall have the meaning contained in the Code. As used herein, the term, "Uniform Commercial Code," means the Uniform Commercial Code as adopted in the State of Florida as of the date of this Contract.

Article 15. RIGHT OF ASSURANCE - Whenever a party to this Contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this Contract.

Article 16. SPECIAL CONDITIONS - If a conflict between the parties regarding this Contract results in litigation, venue shall be in the Circuit Court for Indian River County, Florida. Venue shall not lie in any other jurisdiction. The prevailing party shall be entitled to reimbursement of all court costs, the cost of expert witnesses, costs of depositions, and costs of attorney's fees incurred as a result of the default.

TITLE: TREE TRIMMING ANNUAL SERVICE CONTRACT

WITNESSED BY:

(Company)

Sign: _____
Print: _____

Sign: _____
Print: _____
Title: _____

Sign: _____
Print: _____

Sign: _____
Print: _____
Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____, and _____ as _____, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

TITLE: TREE TRIMMING ANNUAL SERVICE CONTRACT

ATTEST:

CITY OF VERO BEACH:

Sign: _____
Print: TAMMY K. VOCK
Title: City Clerk

Sign: _____
Print: JAY KRAMER
Title: Mayor

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this _____ day of _____, 20 ____, by Jay Kramer, Mayor of the City of Vero Beach, and attested by Tammy K. Vock, as City Clerk of the City of Vero Beach, Florida. They are both known to me and did not take an oath.

NOTARY PUBLIC

Sign: _____
Print: _____
State of Florida at Large (seal)
Commission No.: _____
My Commission Expires: _____

Approved as to technical requirements:

Approved as conforming to municipal policy:

Director, Transmission and Distribution Dept.

City Manager

Approved as to form and legal sufficiency:

City Attorney

PAYMENT AND PERFORMANCE BOND

BY THIS BOND, We, _____ (hereinafter "Contractor"),
of _____
(contractor legal name)

_____, _____, _____
(address) (city, state, zip) (telephone number)

as principal, and _____ (hereinafter "Surety"),
of _____
(surety legal name)

_____, _____, _____
(address) (city, state, zip)
(telephone number)

as surety, are held and bound unto the CITY OF VERO BEACH (hereinafter "City"), of
1053 20th Place, P.O. Box 1389, Vero Beach, Florida 32961-1389, 772- _____, as
obligee, (telephone number)

in the sum of _____ Dollars
\$ _____), (125% of contract price)

for payment of which we bind ourselves, our heirs, personal representatives, successors, assigns,
trustees and receivers, jointly and severally, firmly by this presents.

Contractor has by written agreement dated the ____ day of _____ 2010, entered into a
contract with City for _____
(general description of the improvement or work)

located and identified as _____
(legal description or street address of property being improved)

which contract and its terms, conditions, specifications and any amendments or change orders
thereunder (hereinafter collectively the "Contract") are by reference made a part of this bond.

THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Contractor:

(1) Promptly and faithfully performs the Contract at the times and in the manner prescribed in

the Contract; and

- (2) Promptly makes payments to all claimants supplying the Contractor with labor, services, materials, or supplies, used directly or indirectly by Contractor, or otherwise, in or for the prosecution of the work provided for in the Contract; and
- (3) Pays the City all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that City sustains because of a default by the Contractor under the Contract, and that the City sustains in enforcement of this Bond; and
- (4) Performs all guarantees and warranties of all work and materials furnished under the Contract for the time specified in the Contract or as provided by law or otherwise, which ever period is longer;

then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Any changes in or under the Contract documents and compliance or noncompliance with any formalities connected with the contract or such changes shall not affect Surety's obligation under this bond. The Surety waives notice of any alteration or extension of time made or permitted by the City.

In addition, the penal sum of this bond shall automatically be increased by the total cost of all approved change orders.

This bond shall inure to the benefit of all persons, companies and corporations entitled to make a claim for payment pursuant to the applicable provisions of F.S. § 255.05, or their assigns, provided such claimants observe the notice and time limitation provisions of that section. No final settlement between the City and the Contractor or the Surety, or both, shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

Whenever the Contractor shall be and is declared by the City to be in default under the Contract, the City having performed its obligations thereunder, the Surety shall, upon reasonable notice of such default, promptly remedy the default, or shall promptly:

- (1) Complete the Contract in accordance with its terms, conditions, and specifications together with any change orders approved by the City prior to the default; or
- (2) Obtain a bid or bids, in the manner provided by law, for completing the Contract in accordance with its terms, conditions, specifications, amendments and change orders, and upon determination by the Surety of the lowest qualified and responsible bidder, or, if the City so elects at its sole option, upon determination by the City and the Surety jointly of the lowest qualified and responsible bidder, arrange for a contract between such bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion plus all other costs and damages for

which the Surety may be liable, minus the balance of the Contract price, but not exceeding the amount set forth in the first paragraph above plus all automatic increases provided hereunder. The term "balance of the Contract price," as used in this bond, shall mean the total amount payable by the City to the Contractor under the Contract and any amendments and change orders approved by the City prior to the default, less all payments made by the City to the Contractor.

Should the Surety fail to promptly remedy the Contractor's default in one of the manners provided herein, the City may remedy the default or complete or arrange for completion of the Contract, whereupon the Surety shall pay to the City all costs and damages for which the Surety may be liable hereunder plus the excess of the cost of completion that exceeds the balance of the Contract price, together with all expenses and costs incurred by the City as a result of the Surety's failure to remedy the Contractor's default as provided herein. This provision shall be cumulative to any other remedy available at law or equity. In any action on this bond, the prevailing party shall recover its costs, including, but not limited to, reasonable attorney's fees and costs. The aggregate liability of the Surety under this paragraph shall not exceed the amount of this bond plus all automatic increases provided hereunder and all additional expenses and costs provided in this paragraph for which the Surety may be liable.

SIGNED AND SEALED THIS _____ day of _____, 2010.

Witnesses as to Contractor:

ATTEST:

CONTRACTOR (Principal):

(SEAL)
Print Name:

Full Legal Name of Contractor

Print Name:

Signature: _____
Print Name: _____

As its: _____
Title

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,
by _____ as
_____ for
(Name) (Title)
_____.
(Full Legal Name of Contractor)

NOTARY PUBLIC

Print Name:

My Commission Expires:

Witnesses as to Surety:

SURETY:

(SEAL)

Print Name:

Full Legal Name of Surety

Print Name:

Signature:_____

Print Name:_____

As its Attorney-in-Fact

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,

by _____ as _____ Attorney-in-Fact _____ for
(Name) (Title)

(Full Legal Name of Surety)

NOTARY PUBLIC

Print Name:

My Commission Expires:

Witnesses as to Agent:

COUNTERSIGNATURE: (Agent)

Print Name:

Signature_____

Print Name:_____

Print Name:

As:_____

Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2010,

by _____ as

_____ for

(Name)

(Title)

_____.

(Full Legal Name of Surety)

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

INSTRUCTIONS FOR PAYMENT AND PERFORMANCE BOND

- (1) Bond must be a **Payment and Performance** bond and shall be on the form provided by the City. No other format will be accepted.
- (2) Bond must not be dated earlier than date of the Contract for which this Bond is given.
- (3) The form of bond shall be used for each contract. The form contemplates one corporate surety only. In case multiple sureties or non-corporate sureties will be furnished, proper forms must be obtained.
- (4) If the principal (contractor) is a corporation, insert the full legal name and address of the corporation. Verify that the corporation is active and authorized to do business in Florida. Execution by the corporate president or vice-president is required with attestation by the corporate secretary. If executed by other than the appropriate corporate officer, a corporate resolution by the corporation's board of directors authorizing execution by the individual on behalf of the corporation is required and shall be attached. The corporate seal must be impressed or stamped. If the corporation has no seal, a scroll or adhesive seal shall appear following the corporate name.
- (5) If the principal (contractor) is an individual, the individual's full name and address shall be inserted, and the principal shall sign the bond with that person's usual signature on the line opposite the seal.
- (6) If the principals (contractor) are partners, (but not a legally formed partnership) their individual names and addresses shall be inserted, with the recital that they are partners. And if they compose a firm, name it. All such partners must sign. For legally formed and registered partnerships, insert the full legal name and address of the partnership, indicating whether general or limited. Verify that the partnership is active and authorized to do business in Florida. The general partners in a general partnership shall sign, the managing and general partner(s) of a limited partnership shall sign.
- (7) If the principal (contractor) is a limited liability company, insert the full legal name and address of the company. Verify that the company is active and authorized to do business in Florida. The managing member(s) of the company shall sign.
- (8) The above rules for execution also apply to the Surety executing the bond.
- (9) The Surety must meet the requirements of F.S. 287.0935 (and execute under seal if a corporation):
 - (a) the surety company is licensed to do business in Florida (verify the company is active and authorized); and

- (b) the surety company holds a certificate of authority authorizing it to write surety bonds in Florida; and
 - (c) the surety company has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued; and
 - (d) the surety company is otherwise in compliance with the provisions of the Florida Insurance Code; and
 - (e) the surety company holds a currently valid certificate of authority issued by the United States Department of the Treasury under 31 U.S.C. ss. 9304-9308.
- (10) Original current and valid power-of-attorney authorizing execution of the bond by the surety's attorney-in-fact must be attached to the executed counterpart of the bond. (Under seal if a corporation).
- (11) If the bond is executed by an out-of-state agent, the executed counterpart of the bond must be countersigned by a Florida licensed resident agent.

AFFIDAVIT

STATE OF _____

COUNTY OF _____

Before me personally appeared the undersigned who, by me being first duly sworn, deposes and says:

The undersigned is a sub-Contractor under the prime Contractor under a Contract entered into by and between the City of Vero Beach, Florida, and

for the performance of the following described Work:

The undersigned further deposes and says that said labor, materials, and/or services were of a total value of \$_____ of which there remains due owing and unpaid the sum of \$_____ to the undersigned.

Corporate Seal

Sub-Contractor

WITNESS:

_____ By: _____

_____ Title: _____

Sworn to and subscribed before
me this _____ day of _____, 20__.

Notary Seal

Notary Public State of Florida
at Large

**CITY OF VERO BEACH
TECHNICAL SPECIFICATIONS**

TREE TRIMMING ANNUAL SERVICE CONTRACT

1. SCOPE OF WORK

Work under this Contract shall include furnishing all labor, supervision, tools, transportation to and from work site, equipment, and materials necessary and pay all expenses in conjunction with such work and materials to provide tree trimming services at the various locations throughout the City and as necessary to provide proper and timely tree trimming services in both normal and emergency situations. All proposals shall include sufficient technical information to enable the City to evaluate each offer. Technical information shall include a complete description of all tree trimming methods and personnel to be used in the performance of this Contract where necessary to provide tree trimming services.

2. CREW AND EQUIPMENT

Two (2) crews each with the following:

1 - Climbing/Working Foreman	1 - 50' A/L Truck W/Dump Body
1 - Tree Climber	1 - Brush Chipper - 12" minimum
1 - Climber/Groundman	2 - Portable Power Saws
	2 - Hydraulic Tools

The City estimates, but does not guarantee, the need for two (2) tree trimming crews and equipment on a continuous basis.

3. TREE TRIMMING

- A. Where right-of-way clearing requirements call for pruning, the work practices described in "Pruning Trees Near Electric Utility Lines: A Field Guide for Qualified Line-Clearance Workers" by Dr. Alex L. Shigo and in compliance with ANSI A300 shall be followed. This Guide shall be read and understood by each worker who performs line clearance, and will be available at each work site as a quick reference.

The amount of tree canopy (green mass of the tree) that will have to be removed must be determined on a case by case basis. It is preferable to remove no more than one-third of the tree's canopy. Trees that cannot be trimmed according to the following standards or that would require excessive trimming should be removed.

B. Specifically, the following practices shall be followed:

- 1.) Techniques consistent with the practices of natural, lateral and drop crotch trimming shall be utilized.
- 2.) Cuts are to be made back to the main stem or to a branch which is at least one third the diameter of the portion being removed. In no case shall deciduous tree limbs be stubbed off at the edge of the clearing limits.
- 3.) Wherever possible, all trimming cuts shall be made to direct future growth and sprouting away from the conductors.
- 4.) Conifers should be trimmed in a natural manner that allows them to retain as much of their natural shape as possible.
- 5.) All dead branches overhanging primary conductors at any height shall be removed.
- 6.) A minimum of cuts should be utilized to achieve required clearances. Where practical, cuts should be primarily restricted to large diameter branches made well within the crown. Shaping through the use of many cuts of small diameter branches in the outer crown should be avoided.
- 7.) Remove living branches by making cuts as close as possible to the branch collar. Remove dead branches by making cuts as close as possible to the living tissues that surround the dead branch at the base.
- 8.) Precautions shall be taken to avoid stripping or tearing of bark when cutting large-diameter limbs.
- 9.) When a tree owner requests wound dressings, inform the owner that research shows no benefits; dressings may even cause harm. If they insist, use a very thin coating of a dressing.
- 10.) Where line-clearance trimming adversely alters the shape of a tree, additional trimming may be done to give the tree satisfactory shape and appearance where practical.
- 11.) Climbing irons or "hooks" should not be used except in cases involving tree removal work.
- 12.) Vines growing on a pole or wire shall be pulled down and cut at ground level.

4. TREE REMOVAL SPECIFICATIONS

- A. Unless otherwise specified by the City, the Contractor while trimming shall make special efforts to secure permission and to remove trees, especially those described in the following categories:

- 1.) Small trees which the property owner does not value, but which will require trimming in the future years.
 - 2.) Dead or defective trees which constitute a definite hazard to the wires.
 - 3.) Trees that are unsightly as a result of the necessary trimming and that have no chance for future development
 - 4.) Fast growing, soft wooded or weed trees that have no aesthetic or utilitarian value and that are located under or dangerously close to the wires.
- B. All such trees removed shall be cut even with the ground line except where other treatment is designated by property owner or public authority.

5. CHEMICAL SPRAYING SPECIFICATIONS

- A. Contractor shall furnish, handle and apply all chemicals, but shall secure them from reliable manufacturers who maintain research organizations in the field of chemical brush control.
- B. Unless otherwise specified by the City, the Contractor shall mix and apply the chemicals in accordance with the recommendations of the manufacturer and the general specifications:
 - 1.) For foliage application: This method shall be used only on brush over three feet in average height during the active plant growth period generally between May 1 and September 1. Chemical mixture shall be applied to completely wet the entire leaf, stem and trunk surface of each plant.
 - 2.) For basal application: This method shall be used on brush of any size at any season of the year. Chemical mixture shall be applied to completely wet the entire surface of the stem or trunk from the root down, up the stem eighteen inches with emphasis on completely wetting the root crown.
 - 3.) For stump application: This method shall be used on all new stumps at any time of the year.
- C. No charge for equipment or labor shall be made for work stoppages in excess of thirty minutes, which are due to mechanical failures or weather conditions.
- D. No spraying shall be done within thirty minutes after a fog, dew or rain sufficiently heavy to cause run-off. Areas shall be resprayed at the expense of the City where rain occurs within thirty minutes of spraying.
- E. Contractor shall not be obligated to respray any portion of a line where in his/her opinion damages to crops, orchards, or ornamental plants may be damaged as a result from chemical drift.
- F. If the work under this Contract involves toxic substances, the provisions of Florida

Statute chapter 84-233 (Right to Know Law) shall apply. Toxic substances are defined in the statute as “... any chemical substance or mixture in gaseous, liquid, or solid state, if such substance or mixture causes a significant risk to safety or health during, or as a proximate result of, any customary or reasonably foreseeable handling or use and which is listed in the Florida Substance List... and which is manufactured, produced, used, applied, or stored in the workplace.”

The Contractor is responsible for determining if any substances furnished, used, applied, or stored under this Contract are within the provisions of the referenced statute. Copies of the statute and the Florida Substance List are available from the Secretary of the Florida Department of Labor and Employment Security.

The Contractor shall furnish the City copies of the Materials Safety Data Sheets required by the statute for all toxic substances, if any, furnished under the Contract. The foregoing requirements for City notification shall not be construed as relieving the Contractor, his subcontractors, or suppliers of responsibility imposed upon them by the statute.

**CITY OF VERO BEACH
SPECIAL REQUIREMENTS**

TREE TRIMMING ANNUAL SERVICE CONTRACT

1. SCHEDULING

A work order is generated by the City of Vero Beach Dispatchers to request tree maintenance by the tree trimming crew. The requested tree trimming will be performed on a scheduled basis unless an emergency situation exists.

2. PERMISSION NEEDED

Contractor shall obtain all necessary permission from proper public authorities and/or property owners whose trees are to be trimmed or removed from easements and the City shall be given due and practical consideration at all times. In the event the Contractor is unable to provide proper line clearance at any point, the City shall join the Contractor in securing permission from the property owners in making any other arrangements that may be necessary to enable the work to be accomplished.

3. EQUIPMENT

The major equipment (trucks, chippers, power saws) shall be a maximum of two (2) years old at beginning of contract. Age will be determined by the Department of Motor Vehicle Certificate of Registration. The City may request in writing replacement of equipment which in City's judgment has not performed satisfactorily. Contractor shall comply with city's request within thirty (30) calendar days of review date. Should Contractor fail to comply with City's replacement request within the specified time period, City shall deduct from Contractor's billing twenty (20%) percent of the daily cost of the faulty equipment. The deduction shall continue until Contractor replaces the faulty equipment.

Other related equipment (hand tools, lines, etc.) that may be necessary for the performance of the jobs. The equipment shall be kept in "first class" operating condition at all times. The employees shall conduct themselves in a quiet and courteous manner. All necessary safety precautions to protect human life, public and private property shall be taken.

4. STORM EMERGENCY WORK/EMERGENCIES

The Contractor shall be able to provide a minimum of ten (10) additional crew and equipment as needed during an emergency situation given notice of said emergency. Describe briefly the availability of crews for storm emergency work, as to response time and number of crews working within a 12-hour driving time. The Contractor will be expected to provide a minimum of ten (10) additional crews and equipment within 96 hours of first

notification.

5. RESPONSE TIME

Under normal circumstances, the City of Vero Beach will give the successful bidder one (1) week notice when services are required; however, for an emergency on-call service, response time of the successful bidder shall not exceed two (2) hours from the time the call is placed by the City. Time is of the essence for all work orders placed.

6. SAFETY

The Contractor shall be solely responsible for all safety applications and processes of the tree trimming programs required under this contract. Protective clothing equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

Contractor shall take all necessary safety precautions to protect human life, public and private property. No work shall be considered satisfactory unless it is done safely and without accidents. Contractor shall be solely responsible to use approved safety methods in the performance of all work to protect his employees and other persons. Necessary guards and protective devices shall be used at all locations where work is done. The Contractor agrees to secure from the City information as to the nature of the circuits involved in all cases before work is commenced. It is mutually understood that the circuits of the City are intended to continue in normal operation at all times and the Contractor shall carefully guard against interfering with the normal operation of such circuits. Contractor shall promptly remove all equipment upon completion of the work at each location and shall dispose of all brush and debris in conformity with ordinances and regulations and to the satisfaction of the property owners.

7. DUMPING FEES

The Utilities T&D Department will pay all dump fees.

8. CONTRACTOR'S EMPLOYEES

Technicians should be identifiable by uniform, proper identification, and a marked vehicle. Technicians should administer their work in a professional manner assuring that all facilities are left in the manner in which they were upon arrival.

9. TERMINATION

The City shall retain all rights and privileges to terminate this contract by giving Contractor thirty (30) days written notice in advance of the termination. The determination as to what

constitutes satisfactory performance is a matter within the sole discretion of the City.

10. BID REQUIREMENTS

- A. The proposal will identify the key management structure, and personnel who will be responsible for the completion of the assignment. A listing of the number of employees by category or type, a listing of the number and types of vehicles owned, and the general capability of the Contractor to trim trees in normal and emergency situations covered by this contract are required. The proposal will include the professional qualifications and experience of these individuals, including necessary licenses.
- B. A list of clients (including name of contact, address, phone number and description of work performed) for whom similar projects have been performed will be provided to the City with this bid.
- C. The bid will include the following information:
 - 1.) Scope of work to be performed. Indicate your understanding of the tasks to be performed.
 - 2.) Provide a description of the approach which will be utilized to accomplish the objectives of the assignment.
- D. Describe briefly the availability of ten (10) additional crews and equipment as required in storm emergency work, as to response time and number of crews working within a 12-hour driving time.
- E. The Contractor shall be responsible for requesting all data necessary for completion of the assignment from the City.
- F. A discussion of normal operating procedures which shall include an emergency plan of the availability of extra crews and equipment during emergency conditions, e.g., often a hurricane.
- G. A written description of the Contractor's experience in the type of work described in this agreement with emphasis on work for electric utilities in the State of Florida.
- H. A written description of the minimum qualifications for each classification of working employees. The City requires the following minimum work experience for evaluation of bids:
 - 1.) Contracted company shall, at a minimum, have twenty (20) years of tree trimming experience with a minimum of ten (10) years experience of tree trimming in and

around power lines. References must reflect all minimum work experience requirements.

- 2.) Climbing/Working Foreman - minimum of five (5) years experience in this field and minimum of one (1) year in this position.
 - 3.) Tree Climber - minimum of three (3) years experience in this field and two (2) years in this position.
 - 4.) Groundman/Climber Helper - minimum of one (1) year experience in this field.
- I. Each bid shall contain a statement of the Contractor's capability. This statement should contain the Contractor's management structure, a listing of the number of employees by category or type, a listing of the number and types of vehicles owned, and the general capability of the Contractor to trim trees in normal and emergency situations covered by this contract. The statement should also reflect a listing of past contracts performed similar to the services covered by this contract as well as any references. This statement of qualifications will be used in conjunction with the bid prices for bid evaluation.

11. EVALUATION CRITERIA

Pricing shall be utilized in determining the most responsible proposal. Individual criteria may in all probability be assigned varying weights at the City's discretion to reflect relative importance. Information and/or factors gathered during the evaluation process, in addition to the evaluation criteria stated in the Request for Proposals, shall be utilized in the final award decision. References may or may not be reviewed or contacted at the discretion of the City.

12. PERMITS AND LICENSES

Contractor shall obtain as follows: Occupational License, and follow the City of Vero Beach Municipal Code-Chapter 72 - Landscaping and Tree Protection.

13. COMPLAINTS

Contractor agrees that complaints of any nature received from property owners, the City, or public authorities shall receive immediate action, within 24 hours, and that all efforts shall be made to effect a prompt adjustment more quickly if possible. All complaints and any action taken by the Contractor in connection with such complaints shall be promptly reported to the City.

It is understood that the Contractor does not represent the City and has no authority to obligate the City for any payment or benefit of any kind to any person.

14. UNIFORMS

All personnel must be visible as Contractor's employee(s) shall wear uniform shirt (with name of company) and uniform pants while performing work for the City. The Contractor's work force shall be neat and clean in appearance and shall be in uniform while performing work for the City.

15. STORAGE OF CONTRACTOR'S VEHICLES

City will allow Contractor to store a maximum of two (2) work vehicles at the Transmission and Distribution complex located at 3455 Airport West Drive, Vero Beach, Florida, 32960. If Contractor wishes, the vehicles may be stored behind a locked chain link fence.

**CITY OF VERO BEACH
BID PROPOSAL
TREE TRIMMING ANNUAL SERVICE CONTRACT**

To: The City Manager
City of Vero Beach
P.O. Box 1389
Vero Beach, Florida 32961

The Undersigned Bidder has carefully examined the Contract Documents and any and all work sites. The undersigned is familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done, and the equipment, materials and labor required.

The undersigned agrees to do all the work in accordance with the Contract Documents and according to the standards of quality and performance established by the City, for the unit prices as provided in the attached Bid Schedule, for each of the items or combination of items stipulated. It is understood that certain quantities shown in the Bid Schedule are approximate only, subject to increase and decreases and for the purpose of bid comparisons for determination of low Bidder. It is further understood that payment will be in accordance with actual quantities placed in the construction as more specifically provided in the Contract Documents. The undersigned further agrees as follows:

1. To do any work, not covered by the Bid Schedule, which may be ordered by the City upon authorization by the City Council, and to accept as full compensation therefore such prices as may be agreed upon, in writing, by the City and the Contractor.
2. To begin and complete work as required in the Notice to Proceed.
3. To reimburse the City of Vero Beach liquidated damages in the amount and under the conditions specified in the Contract Documents.
4. To insert in all Contracts at every tier, the notice stated in Paragraph 27 of the Contract.
5. Within ten (10) days from the date of acceptance of this proposal to execute the Contract, whether or not the Contract is for any Section or combination of Sections.
6. To begin work within ten (10) calendar days after the date of receipt by him of a Notice-to-Proceed, and to provide the service for the time specified herein.

Dated this _____ day of _____, 20__.

Respectfully submitted

Bidder

Address

City, State and Zip Co

BID SCHEDULE
NO. 100-11/PJW - TREE TRIMMING ANNUAL SERVICE CONTRACT

The undersigned as bidder hereby proposes to perform the work as specified in the Tree Trimming Document in full compliance with the terms, conditions, specifications, and addenda contained therein at the following prices:

QUANTITY	DESCRIPTION	HOURLYRATE
1	Climbing/working foreman with minimum of five years experience in this field and at least one (1) year as a climbing foreman	\$_____
1	Tree climber with minimum of three years experience, two (2) years as a climber	\$_____
1	Groundman/climber helper with minimum of one (1) year of experience	\$_____
2	Portable Power Saws	\$_____
1	12" (minimum) brush chipper	\$_____
1	50' aerial lift with dump body	\$_____
2	Hydraulic Circular Tools	\$_____
TOTAL PER HOUR:		\$_____

All the above items must contain an hourly rate or be "No Charge." The hourly rate shall include all travel time to and from the job site. Work can begin within one (1) calendar day after receipt of Notice To Proceed.

BIDDER INFORMATION

Bidder Name:_____

Address:_____

City, State, and Zip Code:_____

Printed Name & Title:_____

Signed:_____

Payment terms:_____

Phone:_____ FAX: _____

BID SCHEDULE

NO. 100-11/PJW - TREE TRIMMING ANNUAL SERVICE CONTRACT

STORM EMERGENCY WORK/EMERGENCIES

The undersigned as bidder hereby proposes to perform the work as specified in the Tree Trimming Document in full compliance with the terms, conditions, specifications, and addenda contained therein at the following prices:

The Contractor shall provide a minimum of ten (10) additional crew and equipment as needed during an emergency situation, given notice of said emergency.

TOTAL PER HOUR: \$ _____

BIDDER INFORMATION

Bidder Name: _____

Address: _____

City, State, and Zip Code: _____

Printed Name & Title: _____

Signed: _____

Payment terms: _____

Phone: _____ FAX: _____

INSURANCE REQUIRED

Revised 02/13/02

A. General

Before starting and until acceptance of the work by the City, the contractor shall procure and maintain insurance of the types and to the limits specified below.

The contractor shall require each of his subcontractors to procure and maintain, until completion of that subcontractor's work, insurance of types and to the limits specified below. It shall be the responsibility of the contractor to ensure that all his subcontractors comply with all of the insurance requirements contained herein relating to such subcontractors. The City reserves the right to request proof of subcontractor's insurance from the contractor.

B. Coverage

Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

1. **Workers' Compensation** - Coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. Companies with three (3) or fewer employees shall be required to have workers' compensation coverage meeting the minimum requirements of this section. In addition, the policy must include Employer's Liability with a limit of \$100,000 each accident or disease. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and Jones Act.
2. **Commercial General Liability** - Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include:
 - a) Minimum limits of \$500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - b) Premises and Operations.
 - c) Independent Contractors.
 - d) Products and Completed Operations.

- e) Coverage on an occurrence basis.

3. **Business Auto Policy** - Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Services Office and must include:

- a) Minimum Limits of \$500,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
- b) Owned Vehicles.
- c) Hired and Non-Owned Vehicles.

4. **Certificate of Insurance** - Certificates of all insurance required from the contractor shall be filed with the City and shall be subject to its approval for adequacy and protection. Certificates from the insurance carrier, stating the types of coverage provided, limits of liability and expiration dates, shall be filed with the City before operations are commenced. The City of Vero Beach shall be identified as an additional insured for general and automobile liability coverages required above. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this contract and section and the above paragraphs in accordance with which such insurance is being furnished, and shall state that such insurance is as required by such paragraphs of this contract. If the initial insurance expires prior to the completion of the work, renewal certificates shall be furnished thirty (30) days prior to the date of expiration.

LOCAL BUSINESS CERTIFICATION FORM

- (1) "Local business" shall mean a business that meets all of the following criteria:
- (a) Has had a staffed and fixed office or distribution point, with a verifiable street address, located within Indian River; Martin; or St. Lucie County for at least one (1) full calendar year immediately prior to the issuance of the request for competitive bids or request for proposals by the County. Post office boxes shall not be used or considered for the purpose of establishing a physical address; and
 - (b) Has had, for at least 12 months prior to the date of the advertisement for the particular good or service being solicited, a current "Local Business Tax Receipt" issued by; Indian River; Martin; or St. Lucie County, if applicable; and
 - (c) Holds any license or competency card required by Indian River County; if applicable; and
 - (d) If the contract is awarded, will be the person or entity in direct privity of contract with City of Vero Beach and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

1. Company Name: _____

2. Address: _____

3. If applicable, Contractor License or Competency Card #: _____

4. PLEASE ATTACH COPY OF CONTRACTOR LICENSE OR COMPETENCY CARD

5. If applicable, Business Tax Receipt #: _____

6. PLEASE ATTACH COPY OF BUSINESS TAX RECEIPT

7. Phone Number: _____. Fax Number: _____

8. I hereby certify that, If the contract is awarded, the entity set forth in item 1 above will be the person or entity in direct privity of contract with Indian River County and not as subcontractor, or any lower-tier subcontractor, materialman, or supplier.

Signature: _____

Name and Title: _____

VENDOR PLEASE DO NOT COMPLETE BELOW
--

To be completed by an authorized representative from City of Vero Beach:

Meets definition of Local Business ____ YES ____ NO

If NO, provide reason:

_____ Date: _____

(Authorized Signature)

To receive Local Bid preference, this certification and copies of all required documents must be submitted with your Bid package.