

2010-2011 ARRA FOREST HEALTH IMPROVEMENT INITIATIVE GRANT
PARK AVENUE TREE PLANTING
REQUEST FOR BID
For the TOWN OF WINDERMERE, FLORIDA

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Windermere, Florida is requesting sealed bids from Contractors for the below identified project, for the performance of the following work:

Park Avenue Tree Planting consisting of Low-Growing, Class A-1 Florida Dept. Agriculture Grades and Standards Florida Native Trees under Power Lines.

DESIGN LOCATION:

South Side of Park Avenue following underneath the power lines from the Western most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.

Going East on Park Avenue to intersection of Wild Myrtle Court,

Going East on Park Avenue to intersection Bay Meadow 3400,

Going East on Park Avenue to intersection Wax Berry Court,

Going East on Park Avenue to intersection 11460 Park Avenue,

Going East on Park Avenue ending at intersection Lake Butler Blvd. 11100

Sealed bids will be received by the Town of Windermere and the Town of Windermere Tree Board until **3:00 p.m. April 22, 2011** at the Windermere Town Clerk's office, 614 Main St., Windermere, FL 34786 and publicly opened and read aloud at **3:30 p.m., April 22, 2011** in the Town Manager's office.

The goals of this project are to plant Florida Native trees on the Town's public right-of-way using the "Right Tree, Right Place" concept for shade, beautification, to increase the ratio of old trees to young trees and to diversify the tree canopy for optimum health.

Bidders are requested to submit bids for the above on the Bid Forms provided. Bidders must submit bids for all items of work shown on Bid Form. No bid may be withdrawn after the scheduled closing time for receipt of bids for a period of thirty (30) days. Bids received after the time and date specified will not be considered and will be returned unopened. No facsimile or telegraphic submissions will be accepted.

Each bid must be accompanied by a Bid Security, in an amount no less than five percent (5%) of the base bid amount. Said security shall be in the form of a certified or cashier's check on a solvent National or State Bank payable to the Town of Windermere, Florida.

A Performance and Payment Bond in a sum equal to 100% of the amount of the Contract awarded will be required.

The Town of Windermere and the Town of Windermere Tree Board reserves the right to waive informalities in any bid, to reject any or all bids with or without cause, and/or to accept the bid that in its best judgment will be in the best interest of the Town of Windermere, Florida.

Dated this ____ day of _____, 201___. TOWN OF WINDERMERE, Florida
Dorothy Burkhalter, Town Clerk

INSTRUCTIONS TO BIDDERS

SCOPE OF WORK

Provide all trees, labor, materials, Ooze Tube irrigation to install and water to maintain the following Florida Native species under power lines on Park Avenue commencing at

DESIGN LOCATION:

**South Side of Park Avenue following underneath the power lines from the Western most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.
Going East on Park Avenue to intersection of Wild Myrtle Court,
Going East on Park Avenue to intersection Bay Meadow 3400,
Going East on Park Avenue to intersection Wax Berry Court,
Going East on Park Avenue to intersection 11460 Park Avenue,
Going East on Park Avenue ending at intersection Lake Butler Blvd. 11100**

90% Florida Native Tree Species Required for Planting As Indicated:

Dahoon Holly, 2"-3" caliper (*Ilex cassine*)
Fringe Tree, 2"-3" caliper (*Chionanthus virginicus*)
Purple Leaf Plum, 2"-3" caliper (*Prunus cerasifera*)
Flatwoods Plum, 2"-3" caliper (*Prunus umbellate*)
Simpson Stopper, 2"-3" caliper (*Myrcianthes fragrans*)
Yaupon Holly, 2"-3" caliper (*Ilex vomitoria tree*)
Red Bud, 2"-3" caliper, (*Cercis canadensis*)
Florida Dog Wood (*Cornus florida*)

10% Non-Native Tree Species used only as last resort for Planting:

Crepe Myrtle, 2"-3" caliper (*Lagerstroemia*) Underutilized, disease resistant varieties Sioux, Wichita, Tuskegee, Tuscarora, Miami, Lipan, Comanchee.

- A. Tree planting locations are marked on site plan provided and should be visited during the pre-bid site-visit.
- B. Contractor should follow the Landscape Conceptual Site Plan provided with bid showing estimated cost of tree planting and tree varieties specified above.
- C. A Certified ISA (International Society of Arboriculture) Arborist shall be present to supervise during all tree delivery, inspection, planting, pruning and installation activity.
- D. All trees shall be Florida #1 Grade-A and planted to ANSI A300 Transplanting Standards. Florida Grades and Standards apply to both the above-ground portion of the tree as well as the root ball. Trees with circling roots will have to be root pruned according to directions of the supervising ISA (International Society of Arboriculture) Certified project arborist who shall be on-site or be rejected by the Division of Forestry.
- E. After transport and delivery, and prior to planting any trees, the attached form, PLANTING REQUEST FOR PROGRESS INSPECTION, must be submitted to and approved by Louis Shepherd, Division of Forestry, 8431 S. Orange Blossom Trail, Orlando, FL 32809, Email: shepheL1@doacs.state.fl.us Ph: (407) 463-6236.
- F. The contractor shall provide a one-year warranty period to commence at the substantial completion date.
- G. All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc... must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be

- taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.
- H. If trees are planted with wire baskets around the root ball, the top two tiers of wire shall be cut and removed after the root ball is set in the planting hole. The topmost lateral root or the root flare should be visible on each tree. If not, soil should be removed from the top of the root ball until the topmost lateral root or root flare is visible.
 - I. The planting hole should be at least 3-5 times the diameter of the root ball (where possible) and the same depth as the root ball. Trees should be spaced at appropriate intervals of 25 feet apart.
 - J. Position the tree in the center of the planting hole with the topmost root of the root ball even with or 1-2 inches slightly above grade on the surrounding soil surface.
 - K. Backfill with soil from the planting site, if not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area. Water thoroughly to remove air pockets and secure the soil around the roots.
 - L. It is the contractor's responsibility to water-in all trees at a minimum rate of 2.5 gallons per 1-inch diameter tree trunk, per day, for the first 90 day grow-in period after planting.
 - M. Stake trees if necessary using flexible materials such as strapping that allows the tree to move slightly. This movement helps the tree develop taper and increase trunk diameter. Biodegradable tree staking material is required. For example, see www.treefrogEP.com
 - N. Do not use wire even if the wire is inside rubber hosing.
 - O. At the time of planting, only dead, damaged, rubbing or cross branches should be removed. Remove sucker sprouts from the base of the tree after planting.
 - P. Mulch the tree areas and planting beds to connect the trees at odd groupings of 3 or 5 trees per mulch bed. Install minimum 25 gallon Ooze Tube tree irrigation devices, Watering weekly after initial planting for 90-day grow-in period shall be the responsibility of the contractor. After 90-day grow-in period the watering responsibility shall transfer to Town of Windermere Tree Board. General mowing and maintenance shall transfer to Town of Windermere Public Works after planting.
 - Q. The contractor shall be responsible for obtaining any underground utility locates at Sunshine State One Call System 811 before any digging occurs. Contractor shall be aware that underground water pipes and utilities exist at planting site and should exercise extreme care. All digging should be done with care by hand shovel to avoid underground cable utilities.
 - R. Contractor shall repair or replace any damage done to owner's property such as; existing landscape, irrigation, sidewalk, underground utilities, etc. Safety is of the upmost importance. No holes shall be left unattended. No equipment shall be left unattended. All equipment shall have the keys removed when unattended.
 - S. All excess debris shall be removed.

Requirements

- Bid must include full cost breakdown detailed in following manner. **Budget must be submitted on attached form.**
- **Contractual**

- 1. Site Preparation and Planting** Refer to landscape conceptual site plan. All earthwork preparation, including but not limited to; clear and grub, strip topsoil and grasses, preparing planting hole.
- 2. Arborist**-Cost of ISA Certified Arborist for project management.
- 3. Irrigation**-90-day water-in period. Installation of Ooze Tubes and weekly watering during first year.

- **Supplies**

- 1. **Biodegradable Tree Staking Materials** Example: www.treefrogEP.com
- 2. **Eucalyptus Mulch or Recycled Oak Mulch**
- 3. **Ooze Tube Tree Watering Systems**

- **Trees**

- 1. **2" to 3" Diameter Florida Native Trees**- Florida #1 Grade-A, Florida Grades and Standards applies to both the above-ground portion of the tree as well as the root ball.

As part of the scope of work, the Contractor shall:

1. Provide safety barriers during site preparation and tree installation.
 2. Please attach 3 business references.
 3. Clean the site daily, removing all debris.
 4. All work shall be performed in a workmanlike manner.
 5. At the end of tree installation the site shall be completely cleaned to insure a safe and clean site.
1. **Preparation of Bids:** Each bid shall be submitted on a copy of the Bid Form included herein which shall be completed legibly. The bid price of each item on the form must be stated in words and numerals; in case of a conflict, words will take precedence. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
 2. **Signature of Bidder:** The Bidder shall sign the Bid Form in the space provided for the signature. If the Bidder is an individual, both the firms' name, if different from the individual's name and the individual's business address shall be given. In the case of partnership, the signature of at least one of the partners shall follow the firm name and the word, "Partner," should be written beneath such signature. In addition, the partnership's business address and the names of the other partners shall be shown beneath the signature. If the Bidder is a corporation, the title of the officer signing the Bid on behalf of the corporation shall be stated and evidence of its authority to sign the Bid shall be submitted. The corporate seal must be affixed and the corporate address and state of incorporation shall be given. When the state of incorporation is other than Florida, proof of registry with Florida must be attached.
 3. **Receipt and opening of Bids:** The Bid Form and Bid Guarantee shall be submitted in a sealed, opaque envelope marked **"2010-2011 ARRA FOREST HEALTH IMPROVEMENT INITIATIVE GRANT, PARK AVENUE TREE PLANTING REQUEST FOR BID addressed to Dorothy Burkhalter, Town Clerk, Town of Windermere, 614 Main Street, P.O. Drawer 669, Florida, 34786** by the time called for in the Advertisement for Bids. Bids will be opened and read publicly at the time and place specified in the Advertisement for bids. Bids received after the time and

date specified in the Advertisement for Bids will not be considered and will be returned unopened. No Bid will be considered which is not based upon these Drawings and Specifications, or which is not properly made out and signed in writing by the Bidder.

4. Bid Guarantee: A Certified or cashier's check on a national or state bank, or bid bond executed by a surety acceptable to the Town of Windermere, hereinafter referred to as the Owner, for not less than five percent (5%) of the amount of the Base Bid, made payable to the Town of Windermere, shall accompany each bid as guarantee that the Bidder will, if awarded the contract, promptly enter into agreement to do the work and furnish the required Performance and Payment Bonds.
5. Power of Attorney: Attorneys-in-Fact, who sign Bid Bonds, and Performance and Payment Bonds, must file with such bonds a certified copy of their power of attorney to sign such bonds.
6. Contract Documents: The Contract Documents give the location and description of the work to be done under this Contract, the time in which the work must be completed, the amount of Bid Guarantee, the amount of Payment and Performance Bond, time and place of receipt and opening of Bids.
7. Responsibility of Bidder to Inform Itself as to all Conditions Relating to Project: The Bidder, by and through the submission of his Bid, agrees that it shall be held responsible for having theretofore examined the site of the proposed work and completely familiarized itself with the nature and extent of the work to be performed and the equipment, materials and labor required.
8. Interpretation of Contract Documents: Each Bidder shall thoroughly examine the RFB Documents, the Proposal Form, the Agreement (Contract) Form, and all other papers comprising the Contract Documents. It shall also examine and judge for itself all matters relating to the location and the character of the proposed work. If the Bidder should question any of the scope of work as identified, it should report such question or questions to the **Town Manager, Cecilia Bernier**, 614 Main Street, Windermere, FL 34786, (407) 876-2563 at least seven (7) days before the date of the formal opening of proposals so that appropriate addenda may be issued, if necessary, to all prospective Bidders and mailed by certified mail or delivered not later than three (3) days before bids are filed with the Town Clerk.
9. Basis for Bidding: The total amount bid shall be based on the sum of the Base Bid.
10. Life and Withdrawal of Bid: All Bids shall remain open for 30 days after the date of the Bid opening. Any bid may be withdrawn prior to the time scheduled in the Advertisement for Bids for the opening of bids. A bid may also be withdrawn after thirty (30) days following the date of opening of the bids, provided that the Bidder has not been notified that its bid has been accepted.
11. Qualifications and Disqualifications of Bidders: The Contract will be awarded by the Town Council on **May 10, 2011, 7:00 p.m. in the Town Hall located at 520 Main Street, Windermere, Florida.** The Town of Windermere reserves the right before awarding the contract, to require the Bidder to submit such evidence of his

qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Bidder.

- a. The Bidder is assumed to be familiar with all Federal, State or local laws, codes, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the Contract. Ignorance of legal requirements on the part of the Bidder will in no way relieve him of responsibility.
- b. Any Bidder may be required to show to the complete satisfaction of the Town of Windermere that he has the necessary personnel, facilities, abilities and financial resources to perform the work in a satisfactory manner and within the time specified.

Any of the following causes, among others, may be considered as sufficient justification to disqualify a Bidder and reject the Bid:

- a. Submission of more than one Bid for the same work by an individual, partnership, or corporation under the same or different name.
 - b. If it is believed that collusion exists among Bidders, the bids of all participants of such collusion will be rejected.
 - c. Previous participation in collusion Bidding on work for the Town of Windermere, Florida.
 - d. Submission of an unbalanced Bid in which the prices bid for some items are out of proportion to the prices bid for other items, or if the Bid shows omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate bids or other irregularities of any kind.
 - e. Uncompleted work for which the Bidder is committed by Contract, which in the judgment of the Town, might hinder or prevent the prompt completion of the work under this contract.
 - f. Being in arrears on any existing Contracts with the Town, or any taxes, licenses or other monies due the Town or in litigation with the Town having defaulted on a previous contract with the Town.
13. Bidding Errors: If after the opening of bids, a Bidder claims an error and requests to be relieved of the Award, or the Town believes that an error may have been made, the Bidder shall present its certified work sheets and supplier quotations to the Town for verification. This information shall be presented on the same day as the bid opening or if the opening is in the afternoon, then by noon of the following business day. When the Town suspects an error and has required the documents, failure to produce them within the time specified shall make the Bidder non-responsive and thereby disqualified. Award may then be made to the next lowest responsive, responsible Bidder, or the work may be re-advertised as the Town Council desires. If after review, the Town is convinced that an honest, allowable (excusable mathematical) error has been made, the Bidder shall be relieved of responsibility and his Bid Guarantee shall be returned. If the Town is not convinced that an honest, allowable error has been made, the Bid Guarantee shall be held by the Town for damages incurred. Should the actual damages be less than the Bid Guarantee, any excess amount will be returned to the Bidder. If actual damages are greater than the Bid Guarantee, the Town shall have the right to proceed against the defaulting Bidder for the additional damages. Award may then be made as stated above.

14. Award of Contract: The Town Council reserves the right to reject any or all bids or any part of any bid, to waive any informality in any bid, or to re-advertise for all or any part of the work contemplated. If a bid is found to be acceptable by the Town Council, written notice will be given to the lowest qualified responsive, responsible Bidder.
15. Return of Bid Guarantees: As soon as the bid prices have been compared, the Town of Windermere may, at its discretion, return or release the guarantee deposits accompanying such bids, as in its judgment, would not likely be considered in making the award. All the bid guarantees will be held until the contract and bond have been executed, after which any sums of money representing bid security deposits will be returned to the respective Bidders whose bids they accompanied. Bid Bonds will not be returned unless requested.
16. Guaranty of Faithful Performance and Payment: Performance and Payment Bonds, written by a Surety firm satisfactory to the Town of Windermere will be required of the successful Bidder to guarantee that it will deliver a complete project under its Contract in strict accordance with the Contract Documents and that it will pay promptly all persons supplying it with labor or materials for the work.

The Performance and Payment Bonds shall be for an amount not less than the Total Bid Price listed on the Bid. The cost of these bonds shall not be included as part of the bid. These bonds shall be substantially in the form given herein and written by a qualified Surety firm and through a reputable and responsible surety bond agency licensed to do business in the State of Florida and Orange County. The Surety must be rated as "A" or better in the latest edition of "Best's Key Rating Guide", published by A. M. Best Company, Inc. On projects not exceeding \$500,000, a bond written by an un-rated surety will be accepted provided evidence is submitted to show full compliance with Florida State Statutes Section 287.0935.

17. Insurance: Evidence of general liability and Worker's Compensation insurance must comply with the provisions of the General Conditions and Florida Statutes.
18. Permitting Registration: The Awardee and all Sub-Contractors, in order to obtain any Town of Windermere permit, must register with the Town of Windermere Permitting Department. Registration must be current and in effect prior to the execution of the Contract by the Town of Windermere. Registration can be obtained upon presenting the following:
 - a. Proof of valid insurance with the Town of Windermere named as the certificate holder to receive notification upon insurance expiration or cancellation.
 - b. An Occupational License within the State of Florida.
 - c. State of Florida Certification or Registration as Licensed Tree Nursery with Florida Grade #A-1 Standard Trees and/or Licensed Landscape Contractor.
19. Execution of Contract: The Bidder to whom a Contract is awarded will be required to execute and deliver two copies of the following to the Town:
 - a. The Contract.
 - b. Performance and Payment Bond.
 - c. Evidence of required insurance.

- d. Proof of authority to execute the Contract.
- e. Proof of authority to execute the Bond on behalf of the Awardee.
- f. State of Florida Certification or Registration as Licensed Tree Nursery with Florida Grade #A-1 Standard Trees and/or Licensed Landscape Contractor.

The above documents must be furnished, executed and delivered before the Contract will be executed by the Town. The Contract shall not be binding upon the Town until it has been executed by the Town and a copy of such fully executed Contract is delivered to the Contractor

- 20. Failure to Execute Contract, Bid Guarantee Forfeited: Should the Bidder to whom the Contract has been awarded refuse or fail to complete the requirements of Article 18 above within ten (10) business days after Notice of Award, the additional time in days (including weekends) required to correctly complete the documents will be deducted, in equal amount, from the Contract Time, or the Town may elect to revoke the Award. If the Town elects to revoke the Award, the Town shall be entitled to the full amount of the Bid Guarantee, not as a penalty, but in liquidation of and for damages sustained. A Notice of Intent to Award may then be provided to the next lowest qualified responsive, responsible bidder or the Town may elect to reject all bids and re-advertise for bids.
- 21. Time Allowed: Time is of the essence and Contractor shall complete the work within the total number of calendar days as provided for in the Bid and Contract.
- 22. Permits: The Contractor and Sub-Contractors must obtain the standard permits required by the Orange County for all work covered under this contract. The Contractor or Sub-Contractors shall also be responsible to call for inspections required by the Orange County.
- 23. Sunshine Act: All decisions regarding award of the Contract will be made by the Town at open public meetings in accordance with the requirements of Florida Statutes, Section 286.11 (the "Florida Sunshine Act"), and all interested parties are invited to attend such meetings.

GENERAL CONDITIONS

- 1. Scope: The scope of the work includes furnishing all labor, equipment, tools, materials, trees, irrigation, water and incidentals necessary to complete the work in accordance with these specifications therefore in a first-class workmanlike manner, compete in all respects and ready for use.
- 2. Applicable Specifications and Requirements: These documents.
- 3. Permits and Regulations: The Contractor shall procure and pay for all permits, licenses, and bonds necessary for the prosecution of the Work, and/or required by Municipal, State and Federal regulations, laws and procedures, unless specifically provided otherwise in the contract Documents. The Town shall provide all required easements.

The Contractor shall give all notices, pay all fees, and comply with all Federal, State and Municipal Laws, ordinances, rules and regulations and building and construction codes bearing on the conduct of the Work. This Contract, as to all matters not particularly referred to and defined herein, shall notwithstanding, be subject to the provisions of all pertinent ordinances, codes and normal regulatory procedures of the municipality or other political subdivision within whose limits the work is constructed, which ordinances, codes and procedures are hereby made a part hereof with the same force and effect as if specifically set out herein, Municipal permits and licenses may be waived for this project.

4. Bond: The Contractor shall furnish a surety bond in an amount at least equal to one hundred percent (100%) of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing material on the project under this contract, and shall indemnify and save harmless the Town against and from all costs, expenses, damages, injuries or conduct, want of care or skill, negligence or default, including patent infringement on the part of said principal agents, or employees, in the execution of performance of said contract. The surety on such bond shall be a duly authorized surety company listed in the latest issue of the U.S. Treasury Department list of approved sureties. Each proposal shall be accompanied by a Proposal Guaranty in the form of a bid bond or cashier's check. The Proposal Guaranty shall be an amount equal to at least five (5%) percent of the amount of the proposal, payable to the Town, as a guaranty that the Bidder will execute the Contract, and file acceptable Performance Bond within the (10) days after the award of the Contract.
5. Insurance and Hold Harmless: The Contractor shall save and hold harmless the Town and Town Manager from claims under workers' compensation acts and other employees benefit acts, from all others; and from claims for damages to property--any or all of which may arise out of or result from the contractor's operations under this Contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them.

Certificates of Insurance acceptable to the Town shall be filed with the Town prior to commencement of the work and the Town shall be named as additional insured. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled unless at least thirty (30) days prior written notice has been given to the Town. The limits of coverage of insurance required shall be not less than the following:

- A. Workers' compensation disability or other similar employee benefits as required by law.
- B. Contractor's General Public Liability and Property Damage Insurance including vehicle coverage issued to the Contractor and protecting him from all claims for bodily injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contract Documents, whether such operations under the Contract Documents be by himself or by any subcontractor under him or anyone directly or indirectly employed by the contractor or by a subcontractor under him. Insurance shall be written with a limit of liability of not less than \$1,000,000 for all damages arising out of bodily injury, including death, in any one accident; and a limit of liability of not less than \$1,000,000 for all property

damage sustained by any one person in any one accident; and a limit of liability of not less than \$1,000,000 for bodily injury, including death, for damage sustained on a person in any one accident. Contractual liability insurance shall be included. The CU exclusions shall be specifically deleted by endorsement.

C. Broad Form Type Fire & Extended Coverage including vandalism and malicious mischief property insurance - 100% of completed value.

The Contractor shall provide any other insurance as may be required by local, State, and Federal laws and regulations.

6. Sales Tax: The Contractor shall include in his bid, and shall pay all Florida State sales tax and other local, State, and Federal taxes in accordance with existing laws and regulations.
7. Layout of Work: The Contractor shall perform and be responsible for all layout work in connection with the project. The Town Manager will furnish benchmarks and will consult with the Contractor on the landscape site plan of the project, at the Contractor's request. All lines and grades established by the contractor shall be subject to checking by the Town Manager and/or Director of Public Works, but this shall in no way relieve the Contractor of the responsibility for accurately establishing the lines and grades.
8. Deviations: Any deviations from these specifications must be approved by the Town Manager in advance of the landscape work and installation. The Contractor agrees that he will do such work as may be required for the proper landscape construction of the whole work herein contemplated, including all labor, equipment and materials reasonably necessary for the proper completion of the work. The contractor agrees that he will make no claim for extra work unless that materials or work is not covered by or properly inferable from the Contract Documents. All such claims for extra work shall be filed in writing with the owner prior to performing said extra work, and if allowed, will be made a part of the Contract Documents by written change order, and payment determined in accordance with the provisions for changes in work. The failure to file such claims prior to doing the work shall be deemed a waiver thereof and admission that no such claims exist.
9. Definition and Coordination of Contract Documents: The request for bids, Proposal and Agreement, General Conditions, Special Conditions, and addenda, any change orders, specifications, and any supplementary documents are essential parts of this contract and together constitute the Contract Documents. Any errors or omissions as to standards or work in the specifications shall in no way relieve the Contractor of the obligation to furnish a first class job in accordance with the best standard practice and in accordance with the intent of the Contract Documents.

In case of conflict, the precedence of the contract documents shall be as follows:

- | | |
|----------------------------|-------------------------------------|
| 1. Bid Request | 7. Payment Bond |
| 2. Instructions to Bidders | 8. General Conditions |
| 3. Bid Form | 9. Supplementary General Conditions |
| 4. Bid Bond | 10. Specifications in Scope of Work |
| 5. Contract | 11. Landscape Site Plan Compliance |
| 6. Performance Bond | |

10. Planting Schedule: Immediately after execution and delivery of the contract, the Contractor shall deliver to the Town Manager a planting progress schedule in form satisfactory to the Town Manager showing the proposed date of commencement and completion of the required job under the specifications.
11. Payments: The Town shall retain Ten percent (10%) of the total value of work completed to date as a retainage until final completion and acceptance of work by the Town Manager. Final payment, including the retainage, will be made upon the completion of the work and certification by the Town Manager and acceptance by the Town Manager that all of the work has been completed in accordance with the approved plans and specifications and will be paid to the contractor not later than thirty (30) days after final acceptance of the work by the Town Manager.
12. Payments Withheld: The Town may withhold from payment to the contractor, in addition to the retained percentage, such as the amount or amounts as may be necessary to cover:
 - (a) Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
 - (b) For defective work not remedied.
 - (c) For failure of the contractor to make proper payments to his subcontractors.
 - (d) Reasonable doubt that this Contract can be completed for the balance then unpaid.
 - (e) Evidence of damage to another Contractor or Party.

The Town will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Town Manager will render to the Contractor a proper accounting of all such funds disbursed by the Town pursuant to this provision. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town Manager a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof and, if required in either case an affidavit that as far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Town Manager, to indemnify himself against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Town all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

13. Town Manager's Right To Do Work Or To Terminate Contract: If the Contractor shall neglect to prosecute the work properly, or fail to perform any provision of this Contract, the Town Manager, after seven (7) days written notice to the Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due

to the Contractor; provided, however, that the Town shall approve both such action and the amount charged to the Contractor.

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors for material or labor, or persistently disregard laws, ordinances or the instruction of the Supervising ISA Certified Arborist, or otherwise be guilty of a substantial violation of any provision of the Contract, upon the certificate of the Town Manager that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient.

In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, such excess shall be paid to the Contractor. If such expense shall exceed the unpaid balance, the Contractor shall pay the difference to the Town.

The expense incurred by the Town as herein provided, and the damage incurred through the Contractor's default shall be certified by the Town Manager.

14. General Guarantee: All work to be performed under this contract shall be constructed in compliance with the plans, the specifications and standard construction codes, and must be guaranteed in writing by the Contractor and surety for a period of one (1) year from date of final acceptance against defective workmanship and material of any nature. On all items of equipment to be incorporated in the work, the Contractor and his surety must guarantee that the type, quality, design and performance will fully meet the specifications.

15. Location: This project's **DESIGN LOCATION** is:
South Side of Park Avenue following underneath the power lines from the Western most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.
Going East on Park Avenue to intersection of Wild Myrtle Court,
Going East on Park Avenue to intersection Bay Meadow 3400,
Going East on Park Avenue to intersection Wax Berry Court,
Going East on Park Avenue to intersection 11460 Park Avenue,
Going East on Park Avenue ending at intersection Lake Butler Blvd. 11100

- ❖ Owner: The property is owned by the Town of Windermere, Florida with whom the contract will be made.
- ❖ Bids: Bids for the proposed work will be received by **the Town of Windermere at their offices addressed to Dorothy Burkhalter, Town Clerk, Town of Windermere, 614 Main Street, P.O. Drawer 669, Florida, 34786** by the time called for in the Advertisement for Bids.

- ❖ Inspection: All work to be performed under these specifications will be under the general supervision of the Town Manager, the Director of Public Works and other appropriate persons or agencies that have jurisdiction and/or may be required or designated by the Town.

BID FORM

Park Avenue Tree Planting consisting of Low-Growing, Class A-1 Florida Dept. Agriculture Grades and Standards Florida Native Trees under Power Lines.

DESIGN LOCATION:

South Side of Park Avenue following underneath the power lines from the Western most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.

Going East on Park Avenue to intersection of Wild Myrtle Court,

Going East on Park Avenue to intersection Bay Meadow 3400,

Going East on Park Avenue to intersection Wax Berry Court,

Going East on Park Avenue to intersection 11460 Park Avenue,

Going East on Park Avenue ending at intersection Lake Butler Blvd. 11100

For the Town of Windermere, Florida

Bid
of _____

(NAME)

TO: Dorothy Burkhalter, Town Clerk
Town of Windermere
614 Main Street
Windermere, FL 34786

Dear Mayor and Council Members:

The undersigned, as Bidder, hereby declares that the only persons interested in this Bid as principal, or principals, is or are named herein and that no person other than herein mentioned has any interest in this Bid or in the Contract to be entered into; that this Bid is made without connection with any other person, company or parties making a bid, and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that it has examined the site of the work and informed itself fully in regard to all conditions pertaining to the place where the work is to be done; the Advertisement for Bids, Instructions to Bidders, Bid Form, Form of Bid Bond, Form of Contract, Form of Performance and Payment Bond, the General and Supplementary General Conditions, and the Addenda furnished prior to the opening of the bids, as acknowledged below; and that it fully understands and has satisfied itself relative to the scope and nature of the work to be performed.

The Bidder agrees, if this Bid is accepted, to enter into and execute the Contract with the Town of Windermere, Florida, in the form of Contract attached, to furnish all necessary trees, materials, equipment, machinery, tools, apparatus, irrigation, water, transportation, supervision, and labor and all means necessary to construct and complete the work covered by this Bid and to deliver the prescribed Performance and Payment Bond.

The Bidder agrees that it will, within ten (10) days after being notified of the award of the contract to it, execute the Contract and furnish the Performance and Payment Bonds as specified in the Instructions to Bidders, written by a reputable Surety Company acceptable to the Town of Windermere and authorized to do business in the State of Florida and Orange County. Said Bonds shall be furnished for not less than the base bid price offered, the premium of the Bonds to be paid by the Bidder.

BID FORM

The undersigned Bidder further agrees that, in case of failure on its part to execute the said Contract and furnish the Performance and Payment Bonds within ten (10) business days of the date of issuance of a Notice of Intent to Award, the check or Bid Bond accompanying its bid, and the money payable thereon, shall be paid into the funds of the Town of Windermere, Florida otherwise the check or Bid Bond accompanying this Bid shall be returned to the undersigned Bidder.

The Bidder agrees to begin work on the effective date established in the "Notice to Proceed" from the Town and complete the work within 120 calendar days after permitting. Provide construction documents for permitting within 60 days of award of contract.

The Bidder agrees to reimburse the Town of Windermere as liquidated damages, for each calendar day elapsing between the date specified for full completion and actual dates of such completion, the sum of fifty dollars (\$50) per calendar day.

This Bidder has included in this Bid, any applicable sales tax, and all other taxes, licenses or permit fees or charges required of the Bidder for its performance of the work if it is successful in securing the award of a contract for such work.

Accordingly, the Bidder proposes to furnish all trees, materials, equipment, services, irrigation, water and labor for the construction of the project listed above in full accordance with the Contract Documents including addenda numbers _____, _____, and _____.

(TOTAL WRITTEN AMOUNT)

Attached is a certified or cashier's check on the _____ Bank of _____ or a Bid Bond on the standard form of the Town of Windermere for the sum of _____ Dollars (\$ _____), according to the requirements of the instructions to Bidders.

BID FORM

In Witness thereof, the Bidder has hereunto set his signature and affixed his seal this _____ day of _____ A.D. (Insert year)

=====

WHEN THE BIDDER IS AN INDIVIDUAL OR SOLE PROPRIETORSHIP:

(Printed Name of Individual or Sole Proprietor)

(Firm Name if different from Individual or Sole Proprietor Name)

_____ (Seal)
(Signature of Individual or Sole Proprietor)

Bidder's Mailing Address:

Phone Number: _____

Certification Number: _____

=====

WHEN THE BIDDER IS A PARTNERSHIP:

(Name of Firm) A Partnership

By: _____ (Seal)
(Partner)

Bidders' Mailing Address:

Phone Number: _____

Certification Number: _____

Name and Address of all Partners:

BID FORM

WHEN THE BIDDER IS A CORPORATION:

(Name of Corporation)

By: _____

(seal)

(Official Title)

Bidders' Mailing Address:

Phone Number: _____

Certification Number: _____

Organized under the laws of the State of _____, and authorized by the law to make this bid and perform all work and furnish materials and equipment required under the Contract Documents.

**CERTIFIED COPY OF RESOLUTION OF
BOARD OF DIRECTORS**

(Name of Corporation)

RESOLVED That

_____ of _____
(Person Authorized to Sign) (Name of Corporation)

be authorized to sign and submit the Bid of this corporation for the Project referenced above.

The foregoing is a true and correct copy of the resolution adopted by

(Name of Corporation)

at a meeting of its Board of Directors held on the _____ day of _____,
20____.

By: _____

Title: _____

The above Resolution MUST BE COMPLETED if the Bidder is a corporation.

INFORMATION REQUIRED OF BIDDERS

The Bidder shall furnish the following information. Failure to comply with this requirement may cause rejection. Additional sheets shall be attached as required.

1. Bidder's Name and Address:

2. Bidder's Telephone
Number: _____

3. Applicable License
Number(s): _____
Primary

Classification: _____
Orange County License

Number: _____
Windermere Certificate of Competency Number (if
obtained): _____

4. Number of years involved in Certified Florida #A-1 Grades and Standards nursery and
or landscape work of type involved in this Contract: _____

5. List of Names and Titles of all officers of Bidder's Firm.

6. Name of person who inspected the site for your firm:

Name: _____
Data of
Inspection: _____

Note: If requested by the Town, the Bidder shall furnish a notarized financial statement, references and other information sufficiently comprehensive to permit an appraisal of the Bidder's current financial condition.

BID BOND

STATE OF FLORIDA}
COUNTY OF ORANGE}
TOWN OF WINDERMERE}

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____ having its home office in the City of _____ and currently licensed to do business in the State of Florida, as Surety, are held and firmly bound unto the Town of Windermere, Orange County, Florida hereinafter called the Town, in the penal sum of (5 percent of the Base Bid) _____ (written amount in dollars and cents) (\$ _____), for the payment of which sum, will and truly to be made, we bind ourselves, our heirs, personal representatives, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated _____, (insert year) for the Project entitled:

Park Avenue Tree Planting consisting of Low-Growing, Class A-1 Florida Dept. Agriculture Grades and Standards Florida Native Trees under Power Lines.

DESIGN LOCATION:

South Side of Park Avenue following underneath the power lines from the Western most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.

Going East on Park Avenue to intersection of Wild Myrtle Court,

Going East on Park Avenue to intersection Bay Meadow 3400,

Going East on Park Avenue to intersection Wax Berry Court,

Going East on Park Avenue to intersection 11460 Park Avenue,

Going East on Park Avenue ending at intersection Lake Butler Blvd. 11100

NOW THEREFORE, if the Principal shall not withdraw said Bid prior to the date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written Contract with the Town in accordance with the Bid as accepted, and give a Performance Bond and Payment Bond with good and sufficient surety or sureties as may be required by the Contract Documents, for the faithful performance and proper fulfillment of such Contract and for the prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of failure to enter into such Contract and give such Bond within the period specified, if the Principal shall pay to the Town the difference, not to exceed the penalty hereof, between the amount specified in said Bid and the amount for which the Town may produce or procure the required work and/or supplies, provided the latter amount be in excess of the former then the above obligations shall be void and of no effect; otherwise, to remain in full force and virtue.

Any changes or modifications made in or under the Bid Documents prior to submission thereof, and compliance or noncompliance with any formalities connected with the Bid or with any such changes or modifications, do not affect Surety's obligation under this Bond, notice of such changes or modifications to the Surety being hereby waived.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representatives, each pursuant to authority of its governing body.

Signed, sealed, and delivered
in the presence of:

_____ (DATE)

ATTEST:

Principal

By _____

ATTEST:

SURETY

By _____
Attorney-in-Fact

(Note: If both Principal and Surety are corporations, their respective corporate seals should be affixed hereon, and copy of Surety representatives' Power of Attorney attached hereto.)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the
corporation named as Principal in the foregoing Bond; that

who signed the said Bond on behalf of the Principal was then

of said corporation; that I know his/her signature thereto is genuine; and that said Bond was duly signed, sealed and attested for and on behalf of said corporation by authority of its governing body.

_____(SEAL)
Secretary

STATE OF FLORIDA }
COUNTY OF } SS
TOWN OF }

Before me, a Notary Public duly commissioned, qualified, and acting personally appeared _____ to me well known, who being by me first duly sworn upon oath says that he is the Attorney-in-Fact for _____, Surety, and that he has been authorized by said Surety corporation to execute the foregoing Bond on behalf of the Contractor named herein in favor of the Town of Windermere, Florida.

Subscribed and sworn to before me this _____ day of _____, 20__ .

Notary Public
State of Florida at Large

My commission Expires:

(SEAL)

CERTIFICATE

STATE OF FLORIDA }
COUNTY OF ORANGE }

I HEREBY CERTIFY that a meeting of the Board of Directors of _____, a corporation under the laws of the State of _____, was held on _____, 20__, and the following:

"Resolved, that _____ as President of the corporation, be and is hereby authorized to execute the Contract dated _____, 20__, between the Town of Windermere, a municipal corporation, and the corporation, and that his

execution thereof, attested by the Secretary of the corporation and with the corporate seal affixed, shall be the official act and deed of this corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation, this _____ day of _____, 20__.

Secretary

PERFORMANCE AND PAYMENT BOND

STATE OF FLORIDA }
COUNTY OF ORANGE }
TOWN OF WINDERMERE}

KNOW ALL MEN BY THESE PRESENTS that, _____
as Principal, and _____ a corporation
organized and existing under the laws of the State of _____, having its home office
in the City of _____, are held and firmly bound unto the Town of Windermere,
Florida, hereinafter called the Town, in the penal sum of
_____ Dollars (\$_____), for the
payment of which sum will and truly to be made, we bind ourselves, our heirs, personal
representatives, executors, administrators, successors, and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH that whereas the principal on the
_____, day of _____, 20__, entered into a certain contract
with the Town of Windermere, the said Contract being made a part of this Bond by
reference;

**Park Avenue Tree Planting consisting of Low-Growing, Class A-1 Florida Dept.
Agriculture Grades and Standards Florida Native Trees under Power Lines.**

DESIGN LOCATION:

**South Side of Park Avenue following underneath the power lines from the Western
most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.
Going East on Park Avenue to intersection of Wild Myrtle Court,
Going East on Park Avenue to intersection Bay Meadow 3400,
Going East on Park Avenue to intersection Wax Berry Court,
Going East on Park Avenue to intersection 11460 Park Avenue,**

Going East on Park Avenue ending at intersection Lake Butler Blvd., Windermere, Florida

NOW THEREFORE, if the Principal:

1. Will and truly performs and fulfills all the undertakings, covenants, terms, conditions, and agreements of said Contract Documents that may hereinafter be made; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials or supplies used directly or indirectly by the Principal in the prosecution of the work provided for in said Contract; and
3. Indemnifies and saves harmless the Town of Windermere against and from expenses, damages, injury or conduct, want of care or skill, negligence or default including patent infringement on the part of said Principal, his agents or employees, in the execution or performance of said Contract, including errors in the Drawings furnished by said Principal; and
4. Performs the guarantee of all work and materials furnished under the Contract for a period of not less than one (1) year from the date of completion of the Contract or for such other period or periods of time as are specified in the Contract Documents,

this Bond shall be null and void; otherwise, it remains in full force and effect.

Any changes or modifications in or under the Contract Documents and compliance or non compliance with any formalities connected with the Contract or with any changes or modifications do not effect Surety's obligation under this Bond, notice of such changes or modifications to the Surety being waived.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals on the date indicated below, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by the undersigned representatives, each pursuant to authority of its governing body.

Signed, sealed, and delivered
in the presence of:

_____ (Date)

ATTEST:

PRINCIPAL (Seal)

By _____

ATTEST:

_____(Seal)
SURETY

By _____
Attorney-in-Fact

(Note: If both Principal and Surety are corporations, their respective corporate seals should be affixed hereon, and copy of Surety representative's Power-of-Attorney attached hereto.)

CERTIFICATES AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Bond; that _____, who signed the said Bond on behalf of the Principal was then _____ of said corporation; that I know his/hers signature thereto is genuine; and that said Bond was duly signed, sealed and attests for and on behalf of said corporation by authority of its governing body.

_____(SEAL)
Secretary

STATE OF FLORIDA }
COUNTY OF } SS
TOWN OF }

Before me, a Notary Public duly commissioned, qualified, and acting personally appeared _____
_to me well known, who being by me first duly sworn upon oath says that he is the Attorney-in-Fact for _____, Surety, and that he has been authorized by said Surety corporation to execute the foregoing Bond on behalf of the Contractor named herein in favor of the Town of Windermere, Florida.

State of Florida at Large
My Commission Expires:

(SEAL)

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Town of Windermere, Florida, a municipal corporation of the State of Florida, party of the first part (hereinafter sometimes called the "TOWN"), and

Party of the second part, (hereinafter sometimes called the "CONTRACTOR").

WITNESSETH: The Parties hereto, for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE 1. SCOPE OF WORK

Provide all trees, labor, materials, Ooze Tube irrigation to install and water to maintain the following Florida Native species under power lines on Park Avenue commencing at

DESIGN LOCATION:

**South Side of Park Avenue following underneath the power lines from the Western most intersection with Lake Butler Blvd which is at address of 12000 Lake Butler Blvd.
Going East on Park Avenue to intersection of Wild Myrtle Court,
Going East on Park Avenue to intersection Bay Meadow 3400,
Going East on Park Avenue to intersection Wax Berry Court,
Going East on Park Avenue to intersection 11460 Park Avenue,
Going East on Park Avenue ending at intersection Lake Butler Blvd. 11100**

90% Florida Native Tree Species Required for Planting As Indicated:

Dahoon Holly, 2"-3" caliper (*Ilex cassine*)
Fringe Tree, 2"-3" caliper (*Chionanthus virginicus*)
Purple Leaf Plum, 2"-3" caliper (*Prunus cerasifera*)
Flatwoods Plum, 2"-3" caliper (*Prunus umbellate*)
Simpson Stopper, 2"-3" caliper (*Myrcianthes fragrans*)
Yaupon Holly, 2"-3" caliper (*Ilex vomitoria tree*)
Red Bud, 2"-3" caliper, (*Cercis canadensis*)
Florida Dog Wood (*Cornus florida*)

10% Non-Native Tree Species used only as last resort for Planting:

Crepe Myrtle, 2"-3" caliper (*Lagerstroemia*) Underutilized, disease resistant varieties Sioux, Wichita, Tuskegee, Tuscarora, Miami, Lipan, Comanchee.

- A. Locations shown on attached map will be marked and visited during the pre-bid site-visit.
- B. Contractor shall provide the Landscape Conceptual Site Plan provided with bid to show locations of tree plantings and tree varieties specified above.

- C. A Certified ISA (International Society of Arboriculture) Arborist shall be present to supervise during all tree delivery, inspection, planting, pruning and installation activity.
- D. All trees shall be Florida #1 Grade-A and planted to ANSI A300 Transplanting Standards. Florida Grades and Standards apply to both the above-ground portion of the tree as well as the root ball. Trees with circling roots will either have to be root pruned according to directions of the supervising ISA (International Society of Arboriculture) Certified project arborist who shall be on-site or be rejected by the Division of Forestry.
- E. After transport and delivery, and prior to planting any trees, the attached form: PLANTING REQUEST FOR PROGRESS INSPECTION, must be submitted to and approved by Louis Shepherd, Division of Forestry, 8431 S. Orange Blossom Trail, Orlando, FL 32809, Email: shepheL1@doacs.state.fl.us (407) 463-6236
- F. The contractor shall provide a one-year warranty period to commence at the substantial completion date.
- G. All synthetic or non-biodegradable material such as nylon rope, synthetic wrap, treated burlap, etc... must be removed from the root ball before planting. All biodegradable material should be removed from the upper 1/3 of the root ball. Precautions should be taken to eliminate any material from extending above the soil surface where it can act as a wick and dry the surrounding soil.
- H. If trees are planted with wire baskets around the root ball, the top two tiers of wire shall be cut and removed after the root ball is set in the planting hole. The topmost lateral root or the root flare should be visible on each tree. If not, soil should be removed from the top of the root ball until the topmost lateral root or root flare is visible.
- I. The planting hole should be at least 3-5 times the diameter of the root ball (where possible) and the same depth as the root ball. Trees should be spaced at appropriate intervals of 25 feet apart.
- J. Position the tree in the center of the planting hole with the topmost root of the root ball even with or 1-2 inches slightly above grade on the surrounding soil surface.
- K. Backfill with soil from the planting site, if not contaminated. All large rocks should be removed. When the hole is half full, slowly water to saturate the soil and remove air pockets, then continue to fill the hole with soil. It is not recommended that large amounts of organic matter be incorporated into the backfill. Rake the soil evenly around the entire planting area. Water thoroughly to remove air pockets and secure the soil around the roots.
- L. It is the contractor's responsibility to water-in all trees at a minimum rate of 2.5 gallons per 1-inch diameter tree trunk, per day, for the first **90 day** grow-in period after planting.
- M. Stake trees if necessary using flexible materials such as strapping that allows the tree to move slightly. This movement helps the tree develop taper and increase trunk diameter. Biodegradable tree staking material is required. For example: www.treefrogEP.com Do not use wire even if the wire is inside rubber hosing.
- N. At the time of planting, only dead, damaged, rubbing or cross branches should be removed. Remove sucker sprouts from the base of the tree after planting.
- O. Mulch the tree areas and planting beds to connect the trees at odd groupings of 3 or 5 trees per mulch bed. Install minimum 25 gallon Ooze Tube tree irrigation devices, Watering weekly after initial planting for 1-year grow-in period shall be the responsibility of the contractor. After 90-day grow-in period the watering responsibility shall transfer to Town of Windermere Tree Board. General mowing and maintenance shall transfer to Town of Windermere Public Works after planting.
- P. The contractor shall be responsible for obtaining any underground utility locates at Sunshine State One Call System 811 before any digging occurs. Contractor shall be

aware that underground water pipes and utilities exist at planting site and should exercise extreme care. All digging should be done with care by hand shovel to avoid underground utilities.

- Q. Contractor shall repair or replace any damage done to owner's property such as; existing landscape, irrigation, sidewalk, underground utilities, etc. Safety is of the utmost importance. No holes shall be left unattended. No equipment shall be left unattended. All equipment shall have the keys removed when unattended.
- R. All excess debris shall be removed.

Requirements

- Bid must include full cost breakdown detailed in following manner. **Budget must be submitted on attached form.**
- **Contractual**
 - 1. Site Preparation and Planting** landscape conceptual site plan, all earthwork preparation, including but not limited to; clear and grub, strip topsoil and grasses, preparing planting hole.
 - 2. Arborist**-Cost of ISA Certified Arborist for project management.
 - 3. Irrigation**-90-day water-in period. Installation of Ooze Tubes and weekly watering during first 90 days.
- **Supplies**
 - 4. Biodegradable Tree Staking Materials**
 - 5. Eucalyptus Mulch or Recycled Oak Mulch**
 - 6. Ooze Tube Tree Watering Systems**
- **Trees**
 - 2" to 3" Diameter Florida Native Trees**-Florida #1 Grade-A, Florida Grades and Standards applies to both the above-ground portion of the tree as well as the root ball.

As part of the scope of work, the Contractor shall:

- 6. Provide safety barriers during site preparation and tree installation.
- 7. Please attach 3 business references.
- 8. Clean the site daily, removing all debris.
- 9. All work shall be performed in a workmanlike manner.
- 10. At the end of tree installation the site shall be completely cleaned to insure a safe and clean site.

in strict and entire conformity with Technical Specifications and other Contract Documents, which are duly approved by the Town and which said Specifications and other Contract Documents are hereby made part of this Agreement as fully and with that same effects as if the same had been set forth at length in the body of this agreement.

ARTICLE 2. The Contract Sum:

The Town shall pay to the CONTRACTOR for the said work, when fully completed, and subject to the additions and deductions provided in the Contract Documents, the total Bid

Price of _____ Dollars
(\$_____).

ARTICLE 3. Partial and Final Payments:

In accordance with the provisions set forth in the "General Conditions," and subject to additions and deductions as provided, the Town shall pay the CONTRACTOR as follows:

- a. On the _____ day, or the first business day thereafter, of each calendar month, the Town shall make partial payments to the CONTRACTOR on the basis of a certified approved estimate of work performed during the preceding calendar month by the CONTRACTOR (submitted by the 1st of the month), less ten percent (10%) of the amount of such estimate which is to be retained by the Town until all work has been performed strictly in accordance with the Agreement and until such work has been accepted by the Town.
- b. Final payment due to this agreement shall be made within thirty (30) days after completion by the CONTRACTOR of all work covered by this Agreement and acceptance of such work by the Town, if the CONTRACTOR has submitted evidence satisfactory to the Town that all payrolls, material bills and other costs incurred by the CONTRACTOR in connection with the construction of the Work have been paid in full, and, after all guarantees that may have been required in the Specifications have been furnished and found to be acceptable by the Town.

Article 4. Time of Completion:

The Contractor shall commence work to be performed under this contract within ten (10) consecutive calendar days after the date written Notice to Proceed and shall fully complete the Contract in **30** calendar days after said date of written notice, as may be modified in the Notice to Proceed. It is mutually agreed between the parties hereto that time is of the essence and in the event that construction of the work is not complete within the contract time, as may have been modified in accordance with the provisions of the General Conditions of this Contract, the CONTRACTOR shall pay to the TOWN Fifty Dollars (\$50.00) for each day thereafter, including weekends and holidays, until the projected is completed, as liquidated damage sustained by the TOWN as a result of the delay. The TOWN is authorized to withhold said sum from any compensation otherwise payable to the CONTRACTOR or shall withhold such compensation for actual and consequential damages as may be stated therein or contemplated therefrom.

Article 5. The CONTRACTOR:

The CONTRACTOR agrees to indemnify and hold harmless the TOWN from any losses, liabilities, damages, fines or other governmental penalties, and costs, including, but not limited to, reasonable attorney's fees, or any claim thereof, resulting from: (i) the CONTRACTOR or its officers, employees, and agents' noncompliance with or violation of any law, ordinance, or other governmental regulation applicable to the services or products provided by the CONTRACTOR under this Agreement; (ii) the use, generation, storage, treatment, transportation, disposal, or other release into the environment of any hazardous materials by the CONTRACTOR or its officers, employees, and agents or resulting from the CONTRACTOR'S services or products; (iii) or injury to persons or loss or damage to property to the extent caused by any negligent or wrongful act or omission of the CONTRACTOR or its officers, employees, and agents. Nothing herein shall create any

liability on the part of the CONTRACTOR for acts or omissions by the TOWN. This paragraph shall survive the termination of this agreement.

Article 6. Final Payment as Release.

It is also mutually agreed and understood that the acceptance of the final payment by the CONTRACTOR shall be considered as a release in full of all claims against the Town or any of its members or agents, arising out of, or by reason of, work done and materials furnished under this contract.

Article 7. Waiver.

Except as otherwise provided in the Contract Documents, the failure of a party to insist upon the strict performance of any provision of this Agreement or to exercise any remedy for a breach or attempted breach of this Agreement shall not be construed as a waiver. The waiver of any noncompliance with this Agreement shall not prevent a subsequent similar noncompliance from being or becoming a breach of this Agreement. No waiver shall affect any condition other than the one specified in the waiver and then only for the time and in the manner stated.

Article 8. Force Majeure.

Except as otherwise expressly provided in this Agreement, no party shall be liable for any breach of this Agreement for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including but not limited to the weather, strikes or labor disputes, adverse rulings in third-party lawsuits, casualty, war, terrorist acts, riots or civil disturbances, government regulations, acts of civil or military authorities, or acts of God (individually, a "*force majeure*") provided the party affected takes all reasonably necessary steps to resume full performance; provided, however, that if any such *force majeure* shall continue for three hundred sixty-five (365) consecutive days, any party shall have the right to terminate this Agreement without any penalty.

Article 9. Delays Caused by the TOWN.

It is hereby agreed and acknowledged that the CONTRACTOR's sole remedy for any delay caused by the TOWN shall be an extension of the time corresponding to the length of said delay within which to complete the work.

Article 10. Choice of Law.

This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of City now in effect and those hereinafter adopted.

Article 11. Venue.

The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

Article 12. Attorneys' Fees.

In the event of default, the prevailing party shall have the right to recover all attorneys' fees and court costs incurred as a result thereof.

Article 13. Additional Bond:

It is further mutually agreed between the parties hereto that if, at any time after the execution of this agreement and Performance and Payment Bonds attached for its faithful performance, the Town shall deem the surety or sureties upon such bond to be unsatisfactory, or if for any reason, such bond ceases to be adequate to cover the performance of the work, the CONTRACTOR shall, at his expense, within five (5) days after receipt of notice from the Town to do so, furnish an additional bond or bonds in such form and amount, with such surety or sureties as shall be satisfactory to the Town. In such event, no further payment to the CONTRACTOR shall be deemed to be due under this agreement until such new or additional security for the faithful performance of the work shall be furnished in a manner and form satisfactory to the Town.

Article 14. Contract Documents:

All of the documents listed below form the contract and they are as fully a part of the Contract as hereto attached, or repeated in this agreement.

- | | |
|----------------------------|-------------------------------------|
| 1. Bid Request | 7. Payment Bond |
| 2. Instructions to Bidders | 8. General Condition |
| 3. Bid Form | 9. Supplementary General Conditions |
| 4. Bid Bond | 10. Technical Specifications |
| 5. Contract | 11. Landscape Design Plan |
| 6. Performance Bond | |

The Contract is to be binding upon the Town, its successor, or successors and upon the CONTRACTOR (and its heirs, administrator, administrators, or assignees and its successor, successors, and assigns), and is voidable and may be terminated by the TOWN, in accordance with the provisions of the Specifications relative thereto are not complied with.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written in five (5) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

TOWN OF WINDERMERE, FLORIDA
Party of the First Part

By: _____
Town Manager

ATTEST:

By: _____
Town Clerk

Signed, sealed and delivered in the presence of:

Witnesses: _____

CONTRACTOR

By: _____ (Seal)
As to the Party of the Second Part

Witnesses: _____

Approved as to Form:

By: _____

Approved as to Finance:

By: _____

ARRA URBAN & COMMUNITY FORESTRY GRANT PROGRAM
PLANTING
 REQUEST FOR PROGRESS INSPECTION

Grant Recipient: _____

ARRA GRANT# 10A- _____

Project Site: _____

(If more than one work site, submit a request for each individual project location).

Date(s) Planted: _____

Requested Date for Inspection: (*On or after*) _____

Species	Number	Size (Caliper Diameter)

1. What is the quality of the planting stock?

Excellent Good Fair Poor (circle one)

2. Have minimum of (4) photographs showing the planting activity been emailed to: shepheL1@doacs.state.fl.us along with this request? Yes___ No___

Name of Contractor: _____

The above referenced work has been completed in a professional and workmanlike manner and we are requesting a Progress Inspection. As an authorized representative of the above listed grant recipient, I hereby attest that the grant provisions of DACS Contract have been compiled with.

Signed: _____
 Authorized Representative

Date: _____

 Print Name