

SUBMIT
BID TO:

Pinellas County Board of County Commissioners
Purchasing Department
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

INVITATION TO BID

PINELLAS COUNTY
BOARD OF COUNTY COMMISSIONERS

BID TITLE: **LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1
(SUNSET PT RD TO TAMPA RD)**

PRE-BID CONFERENCE: **MANDATORY**

DATE/TIME: **October 26, 2005 @ 10:00A.M.** in the General Services Conference Room, 1st Floor, Room 138, Annex Building, 400 S. Ft. Harrison Avenue, Clearwater, Florida 33756

BID NO.: **045-792-B (RC)**

www.pinellascounty.org



BID SUBMITTAL IS DUE: **November 15, 2005 @ 3:00 P.M.** AND MAY NOT BE WITHDRAWN FOR 120 DAYS AFTER SUCH DATE AND TIME

DEADLINE FOR WRITTEN QUESTIONS: **November 3, 2005 by 3:00P.M.**
CONTACT PERSON: **RICK CASAMO, CPPB**

EMAIL ADDRESS: **rcasamo@co.pinellas.fl.us**

PHONE: **727-464-3311** FAX **727/464-3925**

ISSUE DATE

October 7, 2005

COMMISSIONERS

JOHN MORRONI - CHAIRMAN
KENNETH T. WELCH - VICE CHAIRMAN
RONNIE DUNCAN
CALVIN D. HARRIS
SUSAN LATVALA
KAREN WILLIAMS SEEL
ROBERT B. STEWART

THE MISSION OF PINELLAS COUNTY

Pinellas County Government is committed to progressive public policy, superior public service, courteous public contact, judicious exercise of authority and sound management of public resources to meet the needs and concerns of our citizens today and tomorrow.

Joseph Lauro
JOSEPH LAURO
CPPO/CPB
Director of Purchasing

SECTION A

GENERAL CONDITIONS OF INVITATION TO BID

1. PREPARATION OF BID:

Bid will be prepared in accordance with the following:

- (a) Our enclosed Bid Proposal Form is to be used in submitting your bid.
- (b) All information required by the Bid form shall be furnished. The bidder shall print or type his name and manually sign the schedule and each continuation sheet on which an entry is made.
- (c) Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- (d) Alternate bids will not be considered unless authorized by the Invitation to Bid.
- (e) Proposed delivery time must be shown and shall include Sundays and holidays.
- (f) Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in bid prices, as the County is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- (g) Bidders shall thoroughly examine the drawings, specifications, schedule, instructions and all other contract documents.
- (h) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. Plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the County or the compensation to the vendor.
- (i) Bidders are advised that all County Contracts are subject to all legal requirements provided for in the Purchasing Ordinance and/or State and Federal Statutes.

2. DESCRIPTION OF SUPPLIES:

- (a) Any manufacturer's names, trade names, brand name, or catalog numbers used in specifications are for the purpose of describing and establishing general quality levels. SUCH REFERENCES ARE NOT INTENDED TO BE RESTRICTIVE. Bids will be considered for all brands which meet the quality of the specifications listed for any items.

SECTION A - GENERAL CONDITIONS - CONTINUED

- (b) Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.
- (c) Bidders will submit, with their proposal, data necessary to evaluate and determine the quality of the item(s) they are bidding.

3. SUBMISSION OF BID:

- (a) Bids or proposals shall be submitted utilizing recycled paper copied on both sides' wherever possible. Failure to comply could result in the bid or proposal being rejected.
- (b) Bid and changes thereto shall be enclosed in sealed envelopes addressed to the Purchasing Department, Pinellas County. The name and address of the bidder, the date and hour of the bid submittal and the material or service bid on shall be placed on the outside of the envelope.
- (c) Bid must be submitted on the forms furnished. Electronic/facsimile bids will not be considered. The County reserves the right to modify the Bid Proposal by electronic/facsimile notice provided such notice is received prior to the time and date set for the bid submittal.

4. REJECTION OF BID:

- (a) The County may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid.
 - 2. The bid does not strictly conform to the law or requirements of bid.
 - 3. The bid is conditional, except that the bidder may qualify his bid for acceptance by the County on an "all or none" basis, or a "low item" basis. An "all or none" basis bid must include all items upon which the bid was invited.
- (b) The County may, however, reject all bids whenever it is deemed in the best interest of the County to do so, and may reject any part of a bid unless the bid has been qualified as provided in 4(a) 3. The County may also waive any minor informalities or irregularities in any bid.

5. WITHDRAWAL OF BID:

- (a) Bid may not be withdrawn after the time set for the bid submittal for a period of time as specified.
- (b) Bid may be withdrawn prior to the time set for the bid submittal. Such request must be in writing.

6. LATE BID OR MODIFICATIONS:

- (a) Bid and modifications received after the time set for the bid submittal will not be considered.
- (b) Modifications in writing received prior to the time set for the bid submittal will be accepted.

7. PUBLIC REVIEW AT BID OPENING: Bids will be opened immediately after the bid submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the bid opening, but may not immediately review any bids submitted. The names of respondents and their bids amounts will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.07(3)(m), all bids submitted shall be subject to review as public records 10 days from opening, or earlier if an intended decision is reached before the ten day period expires.**8. AWARD OF CONTRACT:**

- (a) The contract will be awarded to the lowest responsive, responsible bidder whose bid, conforming to the Invitation to Bid, is most advantageous to Pinellas County, price and other factors considered. For Invitation to Bid for Sale of Real or Surplus Property, award will be made to the highest and most advantageous bid including price and other factors considered.
- (b) The County reserves the right to accept and award item by item, and/or by group, or in the aggregate, unless the bidder qualifies his bid by specified limitations. Re Par. 4(a) 3.
- (c) If two or more bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to one vendor by drawing lots in public.
- (d) Prices quoted must be FOB Pinellas County with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- (e) A written award of acceptance (Purchase Order), mailed or otherwise furnished to the successful bidder, shall result in a binding contract without further action by either party.

SECTION A - GENERAL CONDITIONS - CONTINUED

9. **BIDS FROM RELATED PARTIES OR MULTIPLE BIDS RECEIVED FROM ONE VENDOR:** Where two (2) or more related parties each submit a bid or proposal or multiple bids are received from one (1) vendor, for any contract, such bids or proposals shall be judged non-responsive. Related parties mean bidders or proposers or the principles thereof, which have a direct or indirect ownership interest in another bidder or proposer for the same contract or in which a parent company or the principles thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same contract.
10. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:** The laws of the State of Florida apply to any purchase made under this Invitation to Bid. Bidders shall comply with all local, state, and federal directives, orders and laws including, but not limited to, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA.
11. **PROVISION FOR OTHER AGENCIES:** Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.
12. **COLLUSION:** The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".
13. **CONTRACTOR LICENSE REQUIREMENT:** All contractors performing construction and related work in Pinellas County must comply with our regulatory legislation, Chapter 75-489, Laws of Florida, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or contract award.
14. **BID TABULATION INQUIRIES:** Inquiries relating to the results of this bid, prior to the official bid award by the Pinellas County Board of County Commissioners may be made by visiting the Pinellas County Purchasing Office. Telephone inquiries will be acknowledged after fourteen (14) days from the date of the bid opening. IF A TABULATION OF BIDS IS DESIRED, PLEASE ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WHEN SUBMITTING BID PROPOSAL. IF MORE CONVENIENT, TABULATIONS ARE AVAILABLE FOR PICK-UP AFTER FINAL AWARD.
15. **MATERIAL SAFETY DATA SHEETS REQUIREMENTS:** If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the successful bidder shall provide a Material Safety Data Sheet at the time of each delivery.
16. **RIGHT TO AUDIT:** Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three (3) years from the date of final payment.
17. **STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":** The contractor is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the County's requirement that the successful bidder comply with it in all respects prior to and during the term of this contract.
18. **MULTIPLE COPIES:** Unless otherwise specified, responses to an Invitation to Bid or Request for Proposal (RFP) should be submitted in duplicate.
19. **COUNTY INDEMNIFICATION:**
- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

SECTION A - GENERAL CONDITIONS - CONTINUED

b. The successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

20. **VARIANCE FROM STANDARD TERMS & CONDITIONS:** All standard terms and conditions stated in Section A apply to this contract except as specifically stated in the subsequent sections of the document, which take precedence over Section A, and should be fully understood by bidders prior to submitting a bid on this requirement.

21. **ADA REQUIREMENT FOR PUBLIC NOTICES:** Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 727/464-4062 (voice/tdd) fax 727/464-4157, not later than seven days prior to the proceeding.

22. **"OR EQUAL" DETERMINATION:** Where bidding other than specified, the determination of equivalency will be at the sole discretion of Pinellas County and its specialized personnel.

23. **CERTIFICATE OF INSURANCE:** The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C, prior to issuance of Purchase Order or commencement of any work hereunder.

24. **PROCUREMENT POLICY FOR RECYCLED MATERIALS:**
Pinellas County wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the County and that such a policy will serve as a model for other public entities and private sector companies.

When awarding a purchase of \$5000 or less, or recommending a purchase in excess of \$5000 for products, materials, or services, the Director of Purchasing may allow a preference to a responsive bidder who certifies that their product or material contains the greatest percentage of postconsumer material. If they are bidding on paper products they must certify that their materials and/or products contain at least the content recommended by the EPA guidelines.

On all bids over twenty-five thousand dollars (\$25,000) and formal quotes under twenty-five thousand dollars (\$25,000), or as required by law, the Director of Purchasing shall require vendors to specify which products have recycled materials, what percentage or amount is postconsumer material, and to provide certification of the percentages of recycled materials used in the manufacture of goods and commodities procured by the County.

Price preference is not the preferred practice the County wishes to employ in meeting the goals of this resolution. If a price preference is deemed to serve the best interest of the County and further supports the purchase of recycled materials, the Director of Purchasing will make a recommendation that a price preference be allowed up to an amount not to exceed 10% above the lowest complying bid received.

DEFINITIONS:

Recovered Materials: Materials that have recycling potential, can be recycled, and have been diverted or removed from the solid waste stream for sale, use or reuse, by separation, collection, or processing.

Recycled Materials: Materials that contain recovered materials. This term may include internally generated scrap that is commonly used in industrial or manufacturing processes, waste or scrape purchased from another manufacturer and used in the same or a closely related product.

Postconsumer Materials: Materials which have been used by a business or a consumer and have served their intended end use, and have been separated or diverted from the solid waste stream for the purpose of recycling, such as; newspaper, aluminum, glass containers, plastic containers, office paper, corrugated boxes, pallets or other items which can be used in the remanufacturing process.

25. **ASBESTOS MATERIALS:**
The contractor shall perform all work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor shall be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances.

SECTION A - GENERAL CONDITIONS - CONTINUED

The County shall be responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful bidder. The contractor must keep this copy on site at all times during the actual demolition.

26. **PAYMENT/INVOICES:** The bidder must specify on the Bid Summary form exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, *et. seq.*, the Florida Prompt Payment Act.
27. **CANCELLATION:**
- (a) Pinellas County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to cancel or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
 - (b) Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
 - (c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate on the last day of current fiscal period without penalty or expense to the County.
 - (d) In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to cancel and obtain from another source, any items which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
28. **BIDDER CAPABILITY/REFERENCES:** Prior to contract award, any bidder may be required to show that the company has the necessary facilities, equipment, ability and financial resources to perform the work specified in a satisfactory manner and within the time specified. In addition, the company must have experience in work of the same or similar nature, and can provide references, which will satisfy the County. Bidders must furnish a reference list of at least four (4) customers for whom they have performed similar services (SEE SECTION D)
29. **DELIVERY/CLAIMS:** Prices quoted shall be F.O.B. Destination, FREIGHT INCLUDED and unloaded to location(s) within Pinellas County. Actual delivery address(es) shall be identified at time of order. Successful bidder(s) will be responsible for making any and all claims against carriers for missing or damaged items
30. **MATERIAL QUALITY:** All materials purchased and delivered against this contract will be of first quality and not damaged and/or factory seconds. Any materials damaged or not in first quality condition upon receipt will be exchanged within twenty-four (24) hours of notice to the Contractor at no charge to the County.
31. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:** No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid/proposal must be sent in writing (mail or fax) to the Purchasing Department and received by the date specified in Section A. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the bid/proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified time frame.
32. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:** The Contractor shall perform this contract. If a bidder intends to subcontract a portion of this work, the bidder must disclose that intent in the bid. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a bid to a bidder, which has disclosed its intent to assign or subcontract in its response to the ITB, without exception shall constitute approval for purposes of this Agreement.

SECTION A - GENERAL CONDITIONS - CONTINUED

33. **EXCEPTIONS:** Contractor is advised that if it wishes to take exception to any of the terms contained in this Bid or the attached service agreement it must identify the term and the exception in its response to the Bid. Failure to do so may lead County to declare any such term non-negotiable. Contractor's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
34. **NON-EXCLUSIVE CONTRACT:** Award of this Contract shall impose no obligation on the County to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each term.
35. **LOBBYING:** Lobbying of Evaluation Committee members, Pinellas County Government employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, an agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the Board of County Commissioners and shall be prohibited until either an award is final or the protest is finally resolved by the County Administrator or Purchasing Director; provided, however, nothing herein shall prohibit a prospective bidder/proposer from contacting the Purchasing Department to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.
36. **ADDITIONAL REQUIREMENTS:** The County reserves the right to request additional goods or services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.
37. **ADD/DELETE LOCATIONS SERVICES:** The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.
38. **PROTEST PROCEDURE:**
- As per Section 2-162 of County Code
1.
 - (a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract may protest to the director of purchasing. (Ord. No. 94-51, § 5, 6-7-94)
 - (b) *Posting.* The purchasing department shall post the formal award on the departmental website. The formal award shall be publicly posted on the purchasing department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.
 - (c) *Requirements to Protest.*
 - (1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.
 - (2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

SECTION A - GENERAL CONDITIONS - CONTINUED

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) Authority to resolve. The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) Review of Purchasing Director's decision.

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the purchasing department, the County Administrator shall immediately cancel or revise the solicitation or award as deem appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

2. Stay of Procurement During Protests. There shall be no stay of procurement during protests.

39. **INTEGRITY OF BID DOCUMENTS**

Bidders shall use the original Bid Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Bidders may use an attachment as an *addendum* to the Bid Form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original bid documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of a bid.** Any such modifications or alterations a bidder wishes to propose must be clearly stated in the bidder's proposal response and presented in the form of an addendum to the original bid documents.

SECTION B SPECIAL CONDITIONS

Bid Title: **LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)**

Bid Number: **045-792-B (RC)**

1. **INTENT:** In accordance with attached specifications, it is the intent of Pinellas County to establish a contract for **LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)**, as and when required.
2. **QUANTITIES:** Quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the contract period. Estimated quantities are based upon previous use and/or anticipated needs.
3. **PRICING/PERIOD OF CONTRACT:** Unit prices bid of listed items shall be held firm for the duration of the contract. Duration of the contract shall be from the notice to proceed until January 31, 2009.
4. **OPTION OF RENEWAL:** The contract may be extended subject to written notice of agreement from the County and the successful bidder(s) for two additional twenty-four (24) month periods beyond the primary contract period. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or five percent (5%), whichever is less. This option shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval.

It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised option period, the vendor's request for adjustment should be submitted 90 days prior to expiration of the then current contract term or at time of renewal request from the County. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period may not be considered.

5. **MANDATORY PRE-BID CONFERENCE:** A mandatory pre-bid conference will be held on October 26, 2005, at 10:00 A.M, 1st Floor, Room 138, Conference Room, 400 South Fort Harrison Avenue, Clearwater, Florida. All questions pertaining to the bid or technical specifications will be reviewed at this time. Bid suggestions or modifications may be discussed with County representatives at this meeting and may be considered by representatives as possible addenda to the Invitation to Bid. Due to the scope of this project, bids received from bidders who did not attend the "Mandatory" pre-bid conference will be judged non-responsive and will not be considered for award.
6. **BID DEPOSIT WITH PERFORMANCE BOND:** A bid deposit in the amount of five percent (5%) shall accompany each bid. The bid deposit must be in the form of a bid bond, cashier's check, certified check, bank draft, trust company treasurer's check or irrevocable letter of credit. Checks shall be payable to Pinellas County Board of County Commissioners. **NO PERSONAL, COMPANY CHECKS OR CASH WILL BE ACCEPTED.** Negotiable instruments (as listed above) of the unsuccessful bidders shall be returned upon award of bid by the Board of County Commissioners.

The successful bidder must supply a Performance Bond in the amount of \$100,000.00 (one hundred thousand dollars) prior to execution of the contract or issuance of a Purchase Order. Upon receipt of the Performance Bond, the bid deposit will be returned. The bid deposit is subject to be forfeited if the successful bidder fails to furnish the required performance bond or to satisfy any other conditions precedent, within a reasonable time as determined by the County.

7. **BREACH OF CONTRACT:** Failure of Contractor to perform any of the services required by this contract within ten (10) days of receipt of written demand for performance from the County shall constitute breach of contract.

SECTION B - SPECIAL CONDITIONS - CONTINUED

8. **PERMITS, FEES AND COSTS IMPOSED BY PINELLAS COUNTY TO BE OBTAINED BY AND/OR BORNE BY CONTRACTOR:** Pursuant to section 218.80, Florida Statutes, Pinellas County discloses to the contractors the following permits and fees which will have to be obtained by and will be payable by the contractor who is the successful bidder or proposer.

A. License Fees:

1. The application fee for the licensure for the following Contractor Classifications (some or all of which may apply to this contract), payable to and through the Pinellas County Construction Licensing Board, is \$125:
 - a. General Contractor
 - b. Building Contractor
 - c. Residential Contractor
 - d. Electrical Contractor
 - e. Plumbing Contractor
 - f. Mechanical Contractor
 - g. Class "A" Air Conditioning Contractor
 - h. Class "B" Air Conditioning Contractor
 - i. Class "C" Air Conditioning Contractor
 - j. Sheet Metal Contractor
 - k. Roofing Contractor
 - l. Aluminum Contractor
 - m. Veneer Specialty Contractor
 - n. Commercial Swimming Pool Contractor
 - o. Residential Pool Contractor
 - p. Swimming Pool Servicing Contractor
 - q. Underground Utility Contractor
 - r. Low Voltage Specialty Contractor
 - s. Communication System Specialty Contractor
 - t. Painting Specialty Contractor
 - u. Alarm Specialty Contractor - Limited
 - v. Marine Specialty Contractor
 - w. Structural Masonry Specialty Contractor
 - x. Flatwork Masonry Specialty Contractor
 - y. Gypsum Drywall Specialty Contractor
 - z. Natural Gas Specialty Contractor
 - aa. Carpentry Specialty Contractor
 - bb. Tile and Marble Specialty Contractor
 - cc. Irrigation Systems Specialty Contractor

N.B. If the contractor and/or any subcontractors are already licensed by the Pinellas County Licensing Board, only the annual renewal fees of \$100.00 per year by each licensed trade is required. If the contractor and/or any subcontractors are licensed by the State of Florida, then only the original and annual renewal registration fee of \$25.00 per year by each licensed trade is required.

For the Contractor and/or any subcontractors not already licensed by the Pinellas County Construction Licensing Board or the State of Florida for whom licensure is required, an additional testing fee payable to the testing company may be required.

SECTION B - SPECIAL CONDITIONS - CONTINUED

2. IDENTIFY OTHER LICENSES AND APPROPRIATE FEES

- B. Permits and Associated Fees:
IDENTIFY WHAT PERMITS AND APPROPRIATE FEES OR APPROPRIATE FORMULAE EXPRESSED AS PERCENTAGES FOR COMPUTING FEES.
- 1.
 - 2.
 - 3.
- C. Impact Fees:
IDENTIFY TYPES OF IMPACT FEES AND APPROPRIATE AMOUNTS
- 1.
 - 2.
 - 3.
- D. Inspection Fees:
IDENTIFY TYPES OF INSPECTIONS AND APPROPRIATE FEES
- 1.
 - 2.
 - 3.
- E. Other Permits or Fees Required by Pinellas County for the Completion of the Subject Construction:
IDENTIFY WHAT PERMITS AND APPROPRIATE FEES OR APPROPRIATE FORMULAE EXPRESSED AS PERCENTAGES FOR COMPUTING PERMIT FEES AND OTHER APPLICABLE FEES.
- 1.
 - 2.
 - 3.

The foregoing list of fees apply only to those fees imposed by Pinellas County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to Pinellas County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency or board.

9. **WORKSITE SANITATION:** At the end of each workday, the contractor shall remove from the premises the daily accumulation of waste materials or rubbish caused by his operations. Safety hazards will be immediately corrected by the contractor. The contractor is also responsible for ensuring that any subcontractor hired by him or his subcontractors totally cleanup the worksite at the completion of the work. If the contractor fails to clean up at the completion of the work, the County may do so and deduct the cost of such cleanup from the contractor's most current invoice. The contractor will not be responsible for cleaning up debris left by the County's employees, the public utilizing other areas in the vicinity of the worksite, or left by other contractors.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS

I MINIMUM INSURANCE REQUIREMENTS FOR GENERAL LOW RISK CONTRACTS

- A. Prior to the time Contractor is entitled to commence any part of the project, work or services under this Contract, Contractor shall procure, pay for and maintain at least the following insurance coverage's and limits. Said insurance shall be evidenced by delivery to the County of (1) certificates of insurance executed by the insurers listing coverage's and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies; and (2) upon request a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Contract. In addition, the County reserves the right to request physical evidence of this coverage by requesting the policy declaration page.
- (1) Worker's Compensation in at least the limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.
 - (2) Comprehensive General Liability Insurance including, but not limited to, Independent, Contractor, Contractual, Premises/Operations, Products/Completed Operation and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage, and Fire Legal Liability of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.
 - (3) Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence, for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.
- B. Each insurance policy shall include the following conditions by endorsement to the policy:
- (1) Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage's or limits, a notice thereof shall be given to County by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756. Contractor shall also notify County, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer; and nothing contained herein shall absolve Contractor of this requirement to provide notice.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) Pinellas County, Board of County Commissioners shall be endorsed to the required policy or policies as an additional insured.
The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature.
- C. Contractor hereby waives subrogation rights for loss or damage against the County.
- D. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

SECTION C - INSURANCE AND INDEMNIFICATION REQUIREMENTS**II MINIMUM INSURANCE REQUIREMENTS FOR HIGH RISK CONTRACTS OVER \$100,000.00**

- A. For selected high-risk contracts over \$100,000.00 aggregate value, the County may require an insurance certificate, policy declaration page and required endorsements. These required items shall be received by the County after formal Board of County Commissioners award and prior to execution of contract. Failure to provide required insurance documentation may cause your company to forfeit award.
- B. There may be certain projects or services less than \$100,000.00 in aggregate value that would be an exception and must be treated the same way as those services of \$100,000.00 and greater i.e. services involving obvious potentially dangerous conditions. Examples of such services would be any contracts involving construction, alterations, renovations, painting, spraying, roofing, mowing, scaffolding, excavation, demolition, environmentally sensitive work and any other condition that appears to be dangerous in nature.

SECTION D -VENDOR REFERENCES

**LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)
045-792-B (RC)**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR BID MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

LOCAL COMMERCIAL AND/OR GOVERNMENTAL REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1. _____
Company

2. _____
Company

Address

Address

Telephone/Fax

Telephone/Fax

Contact

Contact

3. _____
Company

4. _____
Company

Address

Address

Telephone/Fax

Telephone/Fax

Contact

Contact

SECTION E - SPECIFICATIONS

Bid Title: **LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)**

045-792-B (RC)

TECHNICAL SPECIFICATIONS FOR ROADWAY BEAUTIFICATION PROJECTS
CONTRACT L3: ROUTE SECTIONS 6,7 & 8

The technical specifications shall supersede any language that may state the contrary in the plans or specifications for this project.

Note: Plans are not available to contractors obtaining this bid over the Internet. Plans are available at the Pinellas County Purchasing Department, 6th Floor, Annex Building, 400 South Fort Harrison Avenue, Clearwater, Florida 33756

Scope of Work:

The scope of work includes two (2) phases of landscape installation with continuing maintenance, and 1 phase of landscape maintenance with potential replanting, on arterial roadway medians and traffic separators from the Notice to Proceed until 1/31/09. Plans delineate the scope of installation work. Work includes landscape installation as per Plans, and landscape maintenance according to contract specifications, including median mowing and keeping concrete traffic separators clear of weeds. Replanting work plans will be produced at a later date, and on an as-needed basis.

Phase 1, Part 1 consists of the landscape installation in County Road 1(CR1) medians from Sunset Point Road to Curlew Road. Installation is to be completed in 90 calendar days. The landscape maintenance portion of Phase 1, Part 2 consists of 15 cycles per year and begins after acceptance and continues through 1/31/09. Median area is approximately 2.38 acres.

Phase 2 is targeted to begin on 5/26/07, and consists of landscape maintenance on CR1 from Curlew Road to Tampa Road, at a rate of 15 cycles per year, according the prescribed route and schedule, until 1/31/09. Median area is approximately .92 acres.

See Appendix D – Locations and Median Acreage Map.

Visit to Site:

The Contractor acknowledges that he has satisfied himself as to the nature and general location of the work; the general and local conditions, including but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, river stages, tides or similar physical conditions in Pinellas County, Florida; the confirmation and conditions of the terrain in Pinellas County; and the character of equipment and facilities needed to perform the work contemplated by this contract. Bidders shall carefully examine the entire service area of the proposed work and adjacent premises as well as the various means of approach and access to each segment. Bidders shall also make all necessary investigations to inform themselves thoroughly as to the facilities necessary for delivering, placing and operating the necessary equipment in order to overcome all difficulties involved in the completion of all the work in accordance with these specifications. Refer to Section A. 1. (h) of the General Conditions.

Any failure by the Contractor to acquaint himself with available information shall not relieve them of responsibility for properly estimating the difficulty or cost of successfully performing the work contemplated by this contract. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations that are not expressly written in the contract and related bid documents. The bidder shall accept no verbal specifications as a result of any tour or conversation. Any additions or deletions to these specifications shall be made in writing by the Pinellas County Department of Public Works, via addendum to these specifications.

SECTION E – SPECIFICATIONS - CONTINUED

2. **Mandatory Pre-Commencement Conference:** As stated in Section A, all bidders must disclose sub-contractors with their Bid, along with a specific description of the work assigned each sub-contractor. The County reserves the right to accept, or reject each sub-contractor. A mandatory pre-commencement conference shall be held including County Representatives, other County staff as deemed appropriate at the discretion of the County and the successful bidder prior to commencement of any work under this contract. At this meeting, the Contractor shall supply the Work Schedule, Appendix 'A'.

The lowest responsive and responsible bidder shall, as a condition to being awarded the contract, be visited and interviewed by the County representative at their facility to verify that the recommended contractor has the equipment required to fulfill the contract. All materials and equipment must comply with State and Federal laws and regulations.

3. **Communication:** Prior to award of Bid, all communications must go through the Purchasing Department. After award of Bid, all official communications shall be directed to the County Representative or designee in writing. A verbal discussion, comments, notices and requests shall not be considered official communication. Any authorization for additional work shall be in writing. Failure to do so shall be deemed unauthorized work and shall result in non-payment.

4. **County Representative:** Following the award of contract, the County Representative shall be:

Anne Kramer, Registered Landscape Architect
440 Court St.
Clearwater, FL 33756
727-453-3274

5. **Mobilization 101-0100:** The work specified under this section consists of the preparatory work and operations in mobilizing to begin work on the project, including but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project sites, and for the establishment of safety equipment and first aid supplies as required by these specifications and State and Local laws and regulations. The cost of bonds, any required insurance and any other pre-construction expenses necessary for the start of the work, excluding the cost of construction material, shall also be included in this Section. Costs associated with mobilization during the O&M phases are included in the landscape maintenance pay items.

The work specified under this Section shall be paid for at the lump sum price for Mobilization.

6. **Maintenance of Traffic 102-0100:** The work specified under this section consists of safely maintaining vehicular, bicycle and pedestrian traffic within the limits of the project for the duration of the plant installation and establishment period and complying with traffic safety requirements for all maintenance operations. The Contractor shall not be permitted to isolate residences or places of business.

The Contractor shall furnish, erect and maintain all necessary traffic control and safety devices, in accordance with the approved Maintenance of Traffic Plan and latest editions of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, State of Florida, Department of Transportation, Design Standards for Design, Construction, Maintenance and Utility Operations of the State Highway System, and the Florida Highway Administration's Manual on Uniform Traffic Control Devices, Part VI, applicable edition, and shall take all necessary precautions for the protection of the work and the safety of the public for the duration of the contract period. Watering operations shall comply with Florida Department of Transportation Standard Index 627. Mowing operations and landscape maintenance operations shall comply with MUTCD Typical Application 6H-1. If the Contractor implements lane closure, FDOT Standard Index 623 shall be complied with.

SECTION E – SPECIFICATIONS - CONTINUED

6. Maintenance of Traffic 102-0100: (Continued)

The Contractor shall have a Workaday Traffic Supervisor certified in Traffic Safety in the Work Zone. If the Contractor's Worksite Traffic Supervisor is not an employee of the Contractor, a written and executed subcontract with the designated Worksite Traffic Supervisor shall be submitted to the County for approval. The lowest responsive and responsible bidder shall, as a condition to being awarded the contract, provide an approved Traffic Safety Plan prior to recommendation of award. The Traffic Safety Plan is to be reviewed and approved by Pinellas County Public Works Dept., 440 Court Street, Clearwater, FL. A copy of the approved Maintenance of Traffic Plan shall be available in the field at any time the Contractor is working on the job.

Costs associated with maintenance of traffic during the O&M phases of the contract are included in the landscape maintenance pay items.

The work specified under this Section shall be paid for at the contract unit price for Maintenance of Traffic.

7. Removal of Vegetation for Plant Beds 110-0110: The work specified under this Section consists of removing all existing turf and soil from plant bed areas to a depth of three inches. For replanting projects this pay item also includes the removal of existing plant material as per the replanting plan. The Contractor shall insure that all unwanted vegetation remain at 0% prior to and during the installation of landscape plants until the time of installation acceptance. Plant installation shall begin within fifteen (15) days of completing removal of existing vegetation.

The work specified under this Section shall be paid for at the contract unit price for Removal of Vegetation for Plant Beds.

8. Removal and Replacement of Unsuitable Soil (Allowance) 110-0300: The work specified under this Section includes an allowance for unforeseen areas of unsuitable soils. Where a written agreement is reached between the Contractor and Director of Public Works or designee to perform removal and replacement of unsuitable soil at an agreed upon cost, the County Representative can direct the Contractor to perform said additional services to be paid for, in part or in total, from this part item. Some planting sites may contain materials not suitable for the planting of landscape vegetation. If the native soil at plant bed locations contain old roadbed material, rubble of other unsuitable soil, the Contractor shall totally remove the unsuitable soils or material to a minimum depth of 24" and replace it with suitable planting soil. The County Representative shall authorize, in writing, soil removal quantities and areas prior to any removal. The work specified under this Section shall be paid for at the contract unit price for Removal and Replacement of Unsuitable Soil (Allowance). Use of any portion of this pay item shall require written pre-approval by the Director of Public Works of designee.**9. Landscape Installation 581 Series:** The work specified under this Section consists of purchasing plants, installing plants, adding any specified soil amendments such as water-retention polymer, mycorrhizal inoculants, the cost of watering-in at the time of planting, the cost of staking trees, the cost of fertilizing and pre-emergent herbicide application and the cost of mulching. Planted areas shall be accepted provided all requirements, including weeding, have been satisfied and plant materials are in a healthy condition.

The County Representative or designee shall inspect and approve all plant material on the planting site or other designated site prior to installation. Requests for inspection and approval shall be in writing. Plant materials not inspected prior to installation may require removal and replacement. All plant materials shall be Florida No. 1 Grade or better as described in Grades and Standards for Nursery Plants, State of Florida, latest edition, unless otherwise approved by the County Representative or designee.

All plants provided shall be true to their botanical name and legibly tagged. Tags shall be removed at the direction of the County Representative or designee. All plant materials specified as container grown shall remain in the container until planted. A minimum of 80% of the container root ball shall be bound by the root system. Encircling roots or root-bound conditions are prohibited.

SECTION E – SPECIFICATIONS - CONTINUED**A. Plant Installation**

Prior to digging or installation of any plant materials, the Contractor shall notify the UTILITY NOTIFICATION CENTER, ("SUNSHINE STATE ONE CALL OF FLORIDA" 800-432-4770) forty eight (48) hours in advance of such work.

The furnishing, preparation, planting and initial care of newly planted trees, shrubs and plants shall be performed in accordance with the requirements listed below. All plants that are not planted within eight (8) hours of being received and inspected shall be protected from desiccation by protection of the root ball and daily irrigation. The cost of this protection shall be included in the unit price of each plant. All material installation and workmanship shall be accomplished in a neat and acceptable manner.

Location of all trees, plants and plant beds shall be located as identified on the plans. Locations where trees are to be planted shall be staked and appropriately marked by the Contractor in order to obtain the County Representative's or designee's review and approval prior to planting. If any other plants or plant beds cannot be located as indicated on the plans, the County Representative shall be notified immediately. Relocation requires the approval of the County Representative or designee. Trees, plants and plant beds incorrectly located may require relocation at the Contractor's expense.

B. Trees

All plant holes are to be dug by hand to a maximum depth of twenty four (24) inches. The diameter of all plant holes should be twice the root ball diameter of the plant being planted. The top most root in the root ball should be even or slightly higher (not more than one half inch) than the surrounding landscape grade. The root mass shall be loosened to facilitate root growth prior to placement in the planting hole. A water retention polymer, such as "Hortasorb" or an approved equal, shall be placed in the planting hole per manufacturer's specifications prior to plant placement. The Contractor shall treat the backfill soil with a slow release 12-4-12 fertilizer, such as "Osmacote®" or an approved equal per the manufacturer's specifications. "Diehard Transplant" micorrhizal fungi stimulant, or approved equal, shall be mixed into the backfill of each tree pit per the manufacturer's specifications. The cost for water retention polymer, slow release 12-4-12 fertilizer and Diehard Transplant shall be included in the unit cost of each tree. The Contractor shall supply the County Representative with the Product Bar Code or other acceptable identification for each bag or container of water retention polymer, fertilizer and micorrhizal fungi stimulant on a weekly basis as the product is used during the installation and maintenance of plant materials.

When planting on a slope, the top of the root ball shall be level with the grade at the center of the plant hole. Soil shall need to be added to the downhill side to cover the sides of the root ball and to construct the water well to hold water. The amount of soil added on the downhill side shall depend on the slope and size of the root ball.

A six-inch (6") high water well shall be formed around the base of each tree and shrub, which has been specified as 10 gallon or larger. The radius of the well shall be three (3) feet. At the time of planting, it is important the Contractor fill all air pockets around the root ball. Normally, this "watering in" is accomplished by the complete saturation of the area. The well is then filled with water by the Contractor to the saturation point, at which time there should be standing water to the top of the well ring.

C. All Other Landscape Plants

The diameter of all plant holes should be twice the root ball diameter of the plant being planted. The top most root in the root ball should be even or slightly higher (not more than one half inch) than the surrounding landscape grade. The root mass shall be loosened to facilitate root growth prior to placement in the planting hole. A water retention polymer, such as "Hortasorb" or an approved equal, shall be placed in the planting hole per manufacturer's specifications prior to plant placement. The Contractor shall treat the backfill soil with a slow release 12-4-12 fertilizer, such as "Osmacote®" or an approved equal per the manufacturer's specifications. The Contractor shall supply the County Representative with the Product Bar Code or other acceptable identification for each bag or container of water retention polymer, fertilizer and micorrhizal fungi stimulant on a weekly basis as the product is used during the installation and maintenance of plant materials.

SECTION E – SPECIFICATIONS - CONTINUED**C. All Other Landscape Plants (Continued)**

Plant materials smaller than 10 gallon shall be watered in as the plant hole is backfilled during the planting process. The cost of this “watering in” of plants at the time of installation shall be included to the unit price of each plant.

D. Acceptance of Installation

Following plant installation, all individual plant specimens, planting beds and mulch areas shall be mulched over their entire surface area with a minimum of three (3) inch thickness. An area surrounding the tree trunk for a distance of three inches (3") shall be free from mulch. Recycled Mulch shall be provided free of charge by:

Pinellas County Solid Waste Department, Administration Reception
3095 114th Avenue N
St. Petersburg, FL 33716
Tel: 727-464-7565
Attn: Deborah Bush, Mulch Project Operations Manager

The specified mulch shall be Recycled Organic Mulch to be picked up at Pinellas County Solid Waste Facility and installed by the Contractor. The cost of the initial mulch installation including transportation and application shall be included in the unit price of each plant.

A pre-emergent granular herbicide, such as Dow Elanco “Snapshot®”, Scott’s “OH II®”, or approved equal, shall be applied. The herbicide shall be applied at a rate recommended by the manufacturer. The pre-emergent granular herbicide shall be broadcast over the planting bed after the plants have been set and before the mulch is distributed. The cost for pre-emergent herbicide application shall be included in the unit price of each plant. The Contractor shall supply the County Representative with the Product Bar Code or other acceptable identification for each bag or container of pre-emergent granular herbicide on a weekly basis as the product is used during the installation of plant materials. The Contractor may elect to use additional treatments of a pre-emergent during the contract period to reduce bed weeding.

All trees shall be staked or guyed, in a manner compliant with plans, solely to prevent overturning until root anchoring occurs. All trees shall be self-supporting at the time of planting. The Contractor shall be responsible for the removal of the staking and guying, based on the determination of the County Representative or designee. The cost for staking shall be included in the unit price of each tree.

The County Representative shall prepare a “punch list” of items, which shall be corrected before re-inspection for acceptance. The County Representative or designee shall determine an appropriate time period for corrections. The Contractor shall submit the request for re-inspection a minimum of two (2) working days before the requested re-inspection date.

E. Plant Guarantee

The Contractor shall care for and maintain all newly planted trees, shrubs, and plants to achieve a healthy, vigorous condition during the contract period. This is defined as live foliage out to the tips of all branches and stems and a plant that is bigger twelve (12) months after planting, than at planting. Healthy, vigorous palms have new fronds developing with no necrosis or chlorosis and are green in color. The Contractor shall not be responsible for unforeseen incidences, such as lightning or traffic damage.

The Contractor shall replace any trees, shrubs, or plants that have declined below their pre-planting size in the ninth month of the contract period. Any replacement materials shall meet the original criteria. The County reserves the right to approve all replacements. Replacements shall also be watered at a sufficient rate and frequency to ensure proper establishment. The Contractor at no cost shall do watering for replacement plants to the County.

The work specified under this Section shall be paid for at the contract unit price for Pay Items in the 581 series. The County Representative or designee shall approve payment after acceptance of installation.

SECTION E – SPECIFICATIONS - CONTINUED

10. **Landscape Maintenance 582-0100:** The work specified under this Section consists of a variety of landscape maintenance tasks referred to in Appendix 'B' entitled, Landscape Maintenance for Field Operations, along with mowing of turf grass on medians. Also included are tasks in Appendix 'C' entitled, Typical Mowing And Maintenance Calendar that indicate when pruning, mulching and twice yearly fertilizing is to occur.

Weed eaters shall not to be used around trees, shrubs or plants of any kind within plant beds. Weed eaters may be used in areas outside of plant beds. If weed eaters are used in proximity to trees, shrubs, or non-turf plants outside plant beds, the Contractor shall take extreme care to insure no girdling or de-barking occurs. If girdling does occur greater than one third (1/3) of the diameter of the stem, the Contractor shall replace the tree, shrub or non-turf plant at no cost to the County. Following any chemical application, dead weeds shall be removed within fourteen (14) calendar days. A pre-emergent granular herbicide may be applied at the Contractors option and expense to reduce weed growth. The plant beds and mulch areas shall have their mulch lines reformed to prevent weed and grass intrusion. The cost of weed and grass removal and re-mulching shall be included in the unit price of the Landscape Maintenance pay item.

Pruning is to be performed using trained personnel to maintain a healthy plant and a vigorous appearance. Pruning includes the removal of dead, dying, or diseased limbs; removal of objectionable and weak limbs; maintenance of natural shape of trees and shrubs and removal of spent seedpods from palms within the project limits. All trimmings are to be removed from the project limits on the same day. The lower branches of all trees shall be pruned as needed for ease of mowing and for visibility of traffic signs. All shrubs shall be trimmed/pruned according to good horticultural practices. All crape myrtles shall be trimmed in a tree-like manner. All palms shall be trimmed of spent seedpods and dead fronds.

All landscaped areas shall have mulch refurbished annually maintaining a thickness of three (3) inches total, with an acceptable variance of one half (1/2) inch unless otherwise directed by the County Representative. At no time shall this material exceed a depth of one and one half (1.5") inches, unless otherwise directed by the County Representative. Mulch should not be in contact with tree or shrub trunks. The Contractor shall use free recycled mulch generated by Pinellas County Solid Waste Department. For more information on obtaining this material, please contact:

Pinellas County Solid Waste Department
3095 114th Avenue N
St. Petersburg, FL 33716
Administration Reception
Tel: 727.464.7500

Transport charges associated with usage of this recycled mulch shall be at the Contractor's expense. The cost of re-mulching shall be included in the unit price of the Landscape Maintenance pay item.

A slow release 12-4-12 fertilizer shall be applied to landscape beds exclusively in October and again in April of each year at a rate recommended by the manufacturer. The Contractor shall provide the County Representative with a copy of the label and application record, which reflects the prescribed application rate. The cost associated with the bi-annual fertilizing shall be included in the unit price of the Landscape Maintenance pay item.

Also included in Landscape Maintenance are the pickup, removal and disposal of litter and otherwise undesirable or objectionable appearing debris within the project limits excluding travel lanes as indicated by lane lines.

It shall also be the Contractor's responsibility to remove any item such as bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped scattered or other wise sub-divided by the mower that shall result in an objectionable appearance at no additional cost to the County. The litter removal operation shall be performed with each cycle. All areas to be mowed shall require the removal of debris or obstructions immediately prior to the mowing operation.

SECTION E – SPECIFICATIONS - CONTINUED**10. Landscape Maintenance 582-0100: (Continued)**

All litter and debris shall be placed in trash bags and shall be removed from the project limits at the end of each working day and disposed of at locations provided by the Contractor. Items too large to be placed in trash bags shall be removed from the project limits at the time the Contractor leaves the project for the day.

Disposal of litter and debris shall be made in accordance with applicable local and state laws and any cost incurred for disposal shall be the responsibility of the Contractor. Storage or stockpiling of litter or debris within the project limits shall not be permitted.

At the conclusion of each working day, all required work shall be completed within the longitudinal limits worked. Tasks not compliant with specifications shall be completed by the Contractor and approved by the County Representative before payment shall be approved. Mowing and Landscape Maintenance tasks are to be completed within the week scheduled.

Mow all turf areas within the medians to three (3) inches, plus or minus one-half (½) inch. The trimming operation along the edges of all curbs, drainage structures, sign posts, light poles and other appurtenances shall occur with landscape maintenance operations. Blades are to be sharp and leave clean cuts. Neither streaking nor scalping of turf areas is acceptable. Any damage to turf due to scalping shall be repaired by the Contractor by re-sodding and watering through establishment of new sod. All mowing shall be performed in a manner that does not promote erosion or destabilization. The Contractor shall replace any landscape material damaged by the Contractor or any agents of the Contractor, at the Contractor's expense.

The Contractor shall mow in such a manner that cuttings are not broadcast into plant beds, the roadway, or drainage structures. All hard surfaces within the project limits are to be kept clear of vegetation and clippings. These include curbs and concrete traffic separators. In all cases, grass clippings shall be dispersed or removed from the project limits.

When necessary for mowing machines or other equipment to cross the travel way, a location shall be selected that provides an unobstructed sight distance of 500 feet. The operator shall stop before crossing the travel way and permit closely approaching vehicles to pass before crossing. Operations should be planned to minimize crossings.

All service and supply operations shall be conducted in such a manner as to maximize public safety and to minimize damage to public and private property. It shall be a special requirement of this work that workmen wear clothing in compliance with FDOT standards or current standard when performing any contractual work operations. The County Representative may also require the usage of advance warning signs. If traffic control is required, then the Manual on Uniform Traffic Control Devices and the Roadway and Traffic Design Standards, Section 600 shall be used.

Except in ornamental grass beds, along curb lines and in groundcover beds, herbicides may be used for weed control. Manual weed removal shall be used in beds with ornamental grasses or other plants sensitive to herbicides. Dead vegetation resulting from chemical treatment shall be removed. All pesticides and herbicides shall be applied in a manner consistent with the manufacturer's label and all Federal, State, and Local laws and guidelines, paying particular care to avoid any chemical drift according to label requirements. Applicable licenses and/or certifications must be submitted along with the bid. The Contractor shall be responsible for any damage to County property or adjoining public or private property as a result of chemical drift and/or chemical spill. Public notification placard(s) shall be placed at all sites following pesticide or herbicide applications where required per product label.

The Contractor shall comply with all local, state and federal regulations concerning the application of pesticides and herbicides. All of the Contractor's employees applying chemicals shall be licensed or certified in accordance with all federal, state and local requirements. Evidence of appropriate license shall be provided to the County Representative. A summary of any applications shall be supplied to the County Representative.

SECTION E – SPECIFICATIONS - CONTINUED

10. Landscape Maintenance 582-0100: (Continued)

The Contractor shall maintain a comprehensive file of all Material Safety Data Sheets information for any chemical product used in this contract. The Contractor shall also provide a duplicate hard copy of this same information to the County Representative prior to usage.

The work specified under this Section shall be paid for at the contract unit price for Landscape Maintenance.

11. Unspecified Work (Allowance) 586-0100: The work specified under this Section includes an allowance for any unspecified or unforeseen items of work not included in other bid items but necessary for accomplishing the work in this contract. Where a written approval is reached between the Contractor and Director of Public Works or designee to perform an additional service at an agreed upon cost, the County Representative can direct the Contractor to perform said additional services to be paid for, in part or in total, from this part item. Typically, this will be used for replanting efforts within the project limits, establishment watering and related maintenance, or for re-staking trees on an as-needed basis. All replanting work is to comply with Section 8. Landscape Installation 581 Series of this contract, including the plant guarantee.

Unspecified work may also include an insect and disease control program provided on an “as needed” basis to insure healthy tree, shrub and groundcover growth.

The work specified under this Section shall be paid for at the contract unit price for Unspecified Work (Allowance). Use of any portion of this pay item shall require written pre-approval by the Director of Public Works of designee.

12. Watering for Landscape Plants (Establishment) 983-0100: The work specified under this Section consists of watering the newly installed plant materials at a rate and frequency sufficient to provide for plant establishment as evidenced by new shoot growth. The watering pay item will commence upon acceptance of the installation. The Contractor shall get prior approval from the County Representative or designee before proceeding with each Establishment Watering event. The Contractor shall verify gallons of water applied by notifying the County Representative or designee whenever the water-truck fills up with water. A recommended watering schedule after initial installation would be three (3) times per week for the first four (4) weeks, two (2) times per week for the second four (4) weeks and one (1) time per week for the third four (4) weeks. Watering shall be applied so that the force from a water truck will not damage plants or destroy the mulch bed around each plant, and in an efficient manner so that excessive water is not wasted by being applied to hard surfaces. The Contractor at no cost to the County shall repair damage to plants from the force of the watering operations.

It is a requirement of this contract that the Contractor use, for the duration of the contract, a water truck with a minimum 2,000 gallon capacity or 2 trucks, each with a minimum 1500 gallon capacity. Verification of the specified water truck(s) is a condition of Award.

Recycled water is available at no charge from:

Pinellas County Sewer Department
W.E. Dunn Water Reclamation Plant
4100 Dunn Drive
Palm Harbor, FL 34683
Contact: Wayne Nichols
Telephone: (727) 453-6744

This facility is normally open seven days a week from 6:00 AM to 5:00PM

The work specified under this Section shall be paid for at the contract Gallons price for Watering for Landscape Plants (Establishment).

SECTION E – SPECIFICATIONS - CONTINUED

13. **Watering for Landscape Plants (Supplemental Allowance) 983-0200:** The work specified under this Section consists of supplemental watering of landscape plants on an as-needed basis when natural rainfall is not sufficient to prevent decline of plant materials. The Contractor shall get prior approval from the County Representative or designee before proceeding with each Watering event. The Contractor shall verify gallons of water applied by notifying the County Representative or designee whenever the water-truck fills up with water.

Watering shall be applied so that the force from a water truck will not damage plants or destroy the mulch bed around each plant, and in an efficient manner so that excessive water is not wasted by being applied to hard surfaces. The Contractor at no cost to the County shall repair damage to plants from the force of the watering operations.

The work specified under this Section shall be paid for at the contract Gallons price for Watering for Landscape Plants (Supplemental Allowance).

14. **Site Protection:** The Contractor shall be solely responsible for all unauthorized cutting, mowing, removal, or disposal or damage to landscape plants, including damage to same, due to careless operation of equipment, stockpiling of materials, tracking of grass areas by equipment or other incidental damage caused by the Contractor's work crews or equipment. The Contractor shall be required to repair or restore said damage promptly at the Contractor's expense.

The Contractor shall also be solely responsible for damage to existing structures or the interruption of any utility service resulting from Contractor's negligence.

15. **Equipment:** If the County Representative determines the equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall remove the equipment from service immediately and until the deficiency is corrected. Inspection of the Contractor's equipment by the County Representative shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment. The equipment used by the Contractor shall be in good repair and shall be maintained so as to produce clean cuts.

The Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein. If, in the opinion of the County Representative, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall provide additional equipment as directed by the County Representative.

16. **Prosecution of Work:** Work shall not be permitted on Sundays and recognized Holidays unless the Contractor has requested the County Representative or designee in writing and approval, in writing, has been granted. The County Representative shall receive request for permission to work no less than twenty-four (24) hours prior to the workday. Work on Saturdays may be permitted by verbal notification and approval.

No work shall be permitted on: New Years Day, Independence Day, Thanksgiving Day, or Christmas Day.

When approval is granted in accordance with the provisions stated above, work shall be allowed on: Martin Luther King, Jr. Day, Memorial Day, Labor Day, Veterans Day, or the Friday after Thanksgiving Day. If Christmas or New Year's Day fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday falls on a Sunday, the following Monday shall be observed as a holiday.

17. **Compensation:** The work shall be paid for at the contract unit costs for each designated item as listed in the Schedule of Costs. Submit monthly invoices to:

Pinellas County Public Works- Fiscal Accounts
 RE: Roadway Beautification
 440 Court St.
 Clearwater, FL 33756

SECTION F - BID SUMMARY PAGE

LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)
045-792-B (RC)**ALL ITEMS MUST BE COMPLETED OR BID MAY BE REJECTED.**

NOTE: ALL QUANTITIES ARE ESTIMATED AVERAGES BASED ON PREVIOUS USAGE AND ARE NOT GUARANTEED

PHASE 1, Part 1 – CIP Landscape Installation and Related Maintenance in County Road 1(CR1) medians from
Sunset Point Road to Curlew Road (12 months)

Item #	Qty.	Units	Description	Unit Price	Extended Price
101-0100	1	LS	Mobilization	\$	\$
102-0100	1	LS	Maintenance of Traffic	\$	\$
110-0110	1	LS	Removal of Vegetation for Plant Beds	\$	\$
110-0300	100	CY	Removal and Replacement of Unsuitable Soils	\$	\$
581-0110	16	Ea	Cabbage Palm <i>sabal palmetto</i>	\$	\$
581-0120	16	Ea.	White Crape Myrtle <i>lagerstromia indica</i> 'Natchez'	\$	\$
581-0121	18	Ea.	Lavender Crape Myrtle <i>Lagerstromia indica</i> 'Muskogee'	\$	\$
581-0140	4	Ea.	Longleaf Pine <i>pinus palustris</i>	\$	\$
581-0150	1	Ea.	Live Oak <i>quercus virginiana</i>	\$	\$
581-0220	70	Ea.	Coontie <i>zamia pumila</i>	\$	\$
581-0230	348	Ea.	Compact Walter's Viburnum <i>viburnum obovata</i> 'Densa'	\$	\$
581-0240	28	Ea.	American Beautyberry <i>calicarpa americana</i>	\$	\$
581-0250	5	Ea.	Sea Grape <i>coccoloba unifera</i>	\$	\$
581-0260	20	Ea.	Dwarf Wax Myrtle <i>myrica cerifera</i>	\$	\$
581-0270	54	Ea.	Carissa Holly <i>ilex cornuta</i> 'Carissa'	\$	\$
581-0310	192	Ea.	Muhly Grass <i>muhlenbergia capilaris</i>	\$	\$
581-0320	986	Ea	Dwarf Fakahatchee Grass <i>tripsacum floridana</i>	\$	\$
581-0510	24,172	SF Sod	Rhizomal Perennial Peanut <i>arachis glabrata</i> 'Ecoturf'	\$	\$
581-0540	123	Ea.	Dune Sunflower <i>helianthus debilis</i>	\$	\$
581-0550	17	Ea.	Virginia Creeper <i>partenocissus quinquefolia</i>	\$	\$
581-0560	11,436	Ea.	Dwarf Confederate Jasmine <i>trachelospermum asiaticum</i>	\$	\$
581-0600	186	Ea.	Goldenrod <i>solidao odora</i> 'Chapmanni'	\$	\$
581-0640	985	Ea.	Butterflyweed <i>aesclepias tuberosa</i>	\$	\$
581-0660	232	Ea.	Black-eyed Susan <i>rudbeckia hirta</i>	\$	\$
581-0670	224	Ea.	Purple Coneflower <i>echinacia purpurea</i>	\$	\$
581-0710	500	Ea.	Rain Lily <i>habranthus robustus</i>	\$	\$
582-0100	14	Ea. Cycle	Maintenance of Landscape Plants	\$	\$
983-0100	300	Thou. Gal.	Watering for Landscape Plants (Establishment)	\$	\$

SECTION F - BID SUMMARY PAGE - CONTINUED

PHASE 1, Part 2 – O&M Landscape Maintenance on County Road 1 (CR1) from Sunset Point Road to Curlew Road from acceptance of installation to 1/31/09.

Item #	Qty.	Units	Description	Unit Price	Extended Price
582-0100	46	Each Cycle	Landscape Maintenance	\$	\$

PHASE 2 – O&M Landscape Maintenance on County Road 1 (CR1) from Curlew Road to Tampa Road from 5/26/07 to 1/31/09.

Item #	Qty.	Units	Description	Unit Price	Extended Price
582-0100	27	Each Cycle	Landscape Maintenance	\$	\$

COST	PHASE 1, Part 1CIP	\$ _____
COST	PHASE 1, Part 2 O&M	\$ _____
COST	PHASE 2 O&M	\$ _____
TOTAL BID		\$ _____

UNSPECIFIED WORK: Items indicated are not guaranteed to be needed during contract period and will be ordered solely at the discretion of the County.

Item #	Qty.	Units	Description	Unit Price	Extended Price
586-0100	\$20,000.00	Dollars	Unspecified Work	\$20,000.00	\$20,000.00
983-0200	600	1,000 Gal	Watering for Landscape Plants (Supplemental Allowance)	\$	\$
Total:					\$

NOTE: BIDS SHOULD BE SUBMITTED IN DUPLICATE

BIDDER MUST COMPLETE FOLLOWING

BIDDERS ARE CAUTIONED THAT THE POLICY OF THE BOARD OF COUNTY COMMISSIONERS, PINELLAS COUNTY, IS TO ACCEPT THE LOWEST RESPONSIBLE BID RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A BIDDER DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE BID OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM BIDDERS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY.

SECTION F - BID SUMMARY PAGE - CONTINUED

PAYMENT TERMS: _____% _____ DAYS,
NET _____

BIDDER NAME

***REMIT TO NAME (AS SHOWN ON INVOICE)**

BIDDER ADDRESS

CITY STATE ZIP

TELEPHONE FAX

FEDERAL EMPLOYEE ID NO. (FEIN)

E-MAIL ADDRESS: _____
(ACCOUNT REPRESENTATIVE)

SALES PERSON TO CONTACT AFTER AWARD:

BID DEPOSIT, WHEN REQUIRED IS ATTACHED
IN THE AMOUNT OF \$ _____

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS
OF THIS BID AND CERTIFY THAT I AM AUTHORIZED
TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE

PRINT NAME AND TITLE

DATE: _____

COMPANY EMAIL ADDRESS: _____
(REQUIRED FOR FUTURE ELECTRONIC NOTIFICATIONS)

CHECKLIST FOR FORMS	
COPY OF COMPANY INVOICE	
SMALL BUSINESS AFFIDAVIT (IF APPLICABLE)	
SURVEY - PURCHASING	

OPTIONAL PAYMENT TERMS: PAYMENT BY VISA PURCHASING CARD
PLEASE STATE YOUR PAYMENT TERMS AND DISCOUNT FOR COUNTY PAYMENT BY VISA PURCHASING CARD _____ % _____ DAYS, NET _____

BOARD OF COUNTY COMMISSIONERS

John Morroni – Chairman
Kenneth T. Welch - Vice Chairman
Ronnie Duncan
Calvin D. Harris
Susan Latvala
Karen Williams Seel
Robert B. Stewart



**Joseph Lauro, CPPO/CPPB
Director**

SURVEY

IN AN EFFORT TO BETTER SERVE YOU AND PINELLAS COUNTY, WE ARE ASKING FOR YOUR HELP.

PLEASE TAKE A MOMENT AND COMPLETE THE FOLLOWING SURVEY AND RETURN TO US VIA FAX OR MAIL.

HOW DID YOU RECEIVE THIS INVITATION TO BID/REQUEST FOR PROPOSAL?

- 1) PINELLAS COUNTY WEBSITE _____
- 2) BID CARD NOTIFICATION FROM PINELLAS COUNTY PURCHASING _____
- 3) NEWSPAPER ADVERTISEMENT _____
- 4) NOTIFICATION SERVICE _____
- 5) DIRECT MAIL FROM: _____

THANK YOU FOR YOUR PARTICIPATION.

RETURN VIA **FAX** TO:
ATTN: KATHY TESSA
PINELLAS COUNTY PURCHASING
727-464-3925

RETURN VIA **EMAIL** TO: ktessa@co.pinellas.fl.us

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



SECTION G - ADDENDUM ACKNOWLEDGMENT FORM

Bid Title: **LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)**

Bid No: **045-792-B (RC)**

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS ITB/RFP BY SIGNING AND DATING BELOW:

ADDENDUM NO.	SIGNATURE/PRINTED NAME	DATE RECEIVED
---------------------	-------------------------------	----------------------

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s website at, www.pinellascounty.org/purchase, listed under category ‘Bid Schedule’.

SECTION H - STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement, please return this form immediately. **Thank you.**

[Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756]

We, the undersigned have declined to submit a bid for No. **045-792-B (RC)** for **LANDSCAPE INSTALLATION & RELATED MAINTENANCE OF CR1 (SUNSET PT RD TO TAMPA RD)**

- Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
- Insufficient time to respond to the Invitation to Bid.
- We do not offer this product or service.
- Our schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet Bond requirement.
- Specifications unclear (explain below).
- Unable to Meet Insurance Requirements.
- Remove Us from Your "Notification List" Altogether
- Other (specify below).

REMARKS:

We understand that if the "No Bid" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

APPENDIX 'A' - WORK SCHEDULE

Project:
Contract Dates:

Month	Frequency	Cycle Number	Cycle Term	Special Maintenance to be done this cycle	Landscape Maintenance Completion date
		1			
		2			
		3			
		4			
		5			
		6			
		7			
		8			
		9			
		10			
		11			
		12			
		13			
		14			
		15			

Contractor Signature/Date:
County Representative Signature/Date:

APPENDIX 'B' – LANDSCAPE MAINTENANCE FOR FIELD OPERATIONS**LANDSCAPE MAINTENANCE CHECKLIST:**

- Remove all weeds.
- Maintain the edges of the plant bed.
- Maintain the separation of plant species.
- Trim plants to confines of bed. In beds where plant materials extend to curbs, trim to the back of the curb.
- Remove dead branches and twigs.
- Maintain each species according to the following table.
- Report any pests or diseases you notice to your Supervisor or to the County Inspector.

Contract L3, Sections 6,7 & 8:

Plant Material	Plant Maintenance Instructions
Trees & Palms:	
Cabbage Palm	Prune and remove only dead leaves and seed-heads in winter. Do not 'pencil prune'. Do not remove fronds that are held above the horizontal. Maintain adequate sight clearance as directed by the County Representative.
Crape Myrtle	In March, hand-prune trees to a uniform, pleasing vase shape, clear trunks to 8' as they grow tall enough. No power tools. No flat topping allowed. Little or no pruning except for 'suckers' from lower trunk.
Longleaf Pine	As tree grows, prune up to 8' clear trunk and maintain 16' of vertical clearance from the roadway. Remove any weak branches.
Live Oak	As tree grows, prune up to 8' clear trunk and maintain 16' of vertical clearance from the roadway.
Bald Cypress	As tree grows, prune up to 8' clear trunk and maintain 16' of vertical clearance from the roadway.
Shrubs:	
American Beautyberry	Selectively prune as directed by the County Representative to encourage fullness. Let plants retain their natural form as the site allows.
Sea Grape	Prune as directed by County Representative. Pick up leaf-drop as needed. Over time, these may be pruned in multi-trunk tree forms.
Oleander – Shrub form	Prune in March to about 7' tall. Selectively prune from base, removing old branches first and trim remaining branches from the top down to 7'. Prune sides to allow for mowing operations.
Oleander – Multi-trunk tree form	Trim 'suckers' along lower stems and maintain clear trunks to 4' or as directed by the County Representative.

APPENDIX 'B' – LANDSCAPE MAINTENANCE FOR FIELD OPERATIONS
Continued

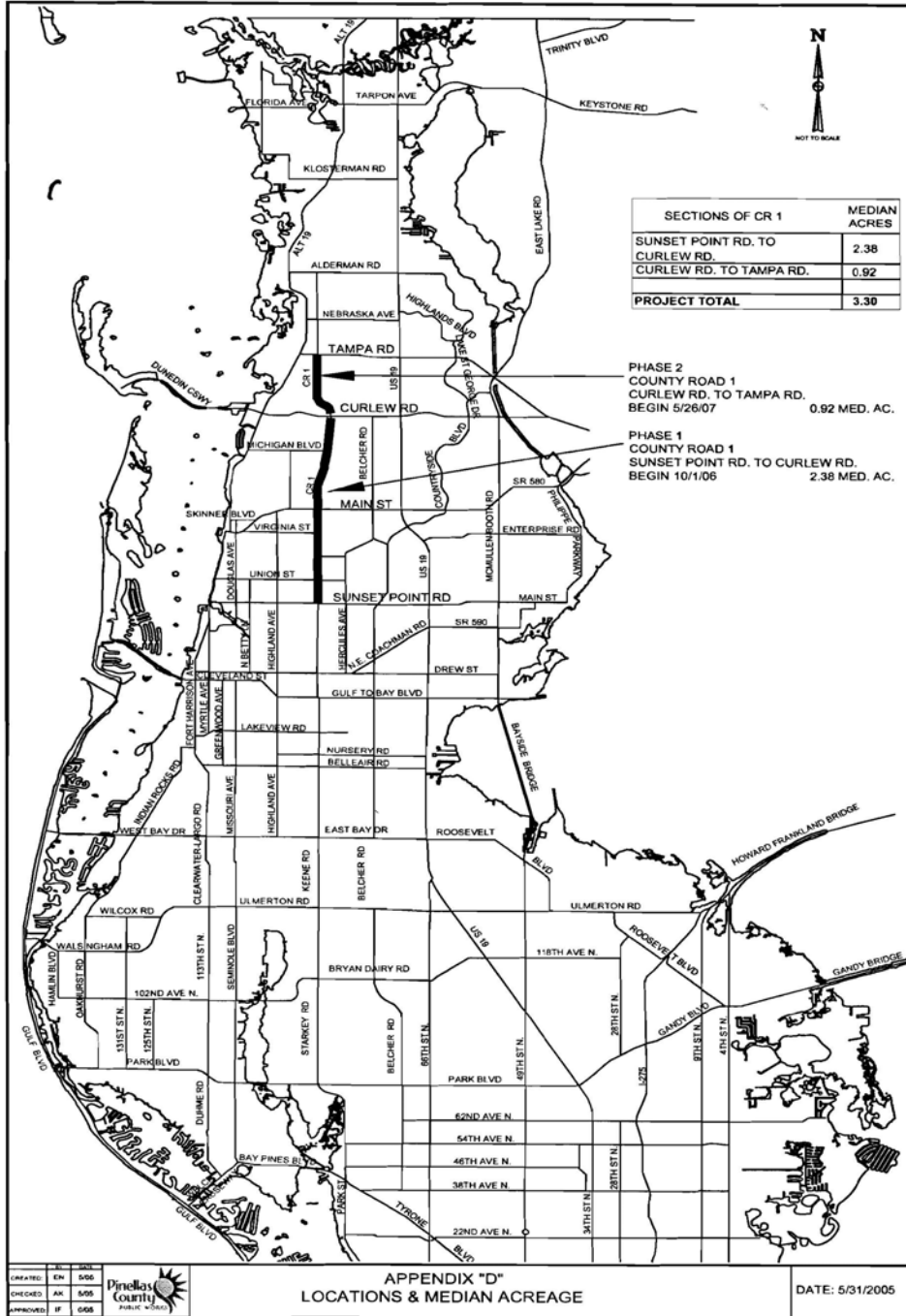
Thyallis	Selectively hand prune a few branches per plant each cycle. Rejuvenate as directed by the County Representative.
Plumbago	Allow plants to retain their natural form as the site allows. Maintain plants for site safety as directed by the County Representative.
Coontie	Selectively prune only as directed by the County Representative.
Carissa Holly	Maintain at 24" height. Do not trim to pillbox shapes.
Compact Walter's Viburnum	Maintain as directed by the County Representative
Dwarf Wax Myrtle	Maintain as directed by the County Representative
Firecracker Plant	Maintain as directed by the County Representative
Ornamental Grasses:	
Fountain Grass	Cut back to 15" in March. Divide clumps when directed by the County Representative.
Hameln Fountain Grass	Cut back to 8" in March. Divide clumps when directed by the County Representative.
Muhly Grass	Cut back to 15" in March. Divide clumps when directed by the County Representative.
Dwarf Fakahatchee Grass	Cut back to 15" in March. Divide clumps when directed by the County Representative.

Groundcovers:	
Dune Sunflower	Mow to 8" as directed by the County Representative to rejuvenate plant.
Dwf. Confederate Jasmine	Maintain at 12" height. Prevent it from climbing.
Perennial Peanut	Cut to 8" every 3 months for flowering.
Perennials:	
Purple Coneflower	Trim only as directed. Take care not to pull this when it is not in bloom.
Butterflyweed	Trim only as directed. Take care not to pull this when it is not in bloom.
Goldenrod	Trim only as directed. Take care not to pull this when it is not in bloom.
Black-eyed Susan	Trim only as directed. Take care not to pull this when it is not in bloom.
Society Garlic	Remove dead seedheads after blooming is over.
Vines:	
Virginia Creeper	Trim it when it gets into palm or tree crowns at direction of Co. Rep.
Bulbs:	
Rain Lily	Trim as directed by County Rep.

APPENDIX 'C' - TYPICAL YEARLY MAINTENANCE CALENDAR

<p style="text-align: center;">January</p> <p>One cycle. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">February</p> <p>One cycle. Tree pruning may begin after February 14th. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">March</p> <p>One cycle. Continue pruning in medians. Cut back perennials, perennial peanut and ornamental grasses as directed. Monitor watering needs. Water as directed by Co. Rep.</p>
<p style="text-align: center;">April</p> <p>One cycle. Apply fertilizer to landscape beds. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">May</p> <p>One cycle. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">June</p> <p>3-week cycles begin now through October. Cut perennial peanut. Monitor watering needs. Water as directed by Co. Rep.</p>
<p style="text-align: center;">July</p> <p>3-week cycles continue through October. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">August</p> <p>3-week cycles continue through October. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">September</p> <p>3-week cycles continue through October. Cut perennial peanut. Monitor watering needs. Water as directed by Co. Rep.</p>
<p style="text-align: center;">October</p> <p>3-week cycles continue through October. Apply fertilizer to plants. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">November</p> <p>One cycle plus annual mulching. Monitor watering needs. Water as directed by Co. Rep.</p>	<p style="text-align: center;">December</p> <p>One cycle. Cut perennial peanut. Monitor watering needs. Water as directed by Co. Rep.</p>

APPENDIX D - LOCATIONS & MEDIAN ACREAGE



CURLEW RD. TO TAMPA RD.
 BEGIN 5/26/07 0.92 MED. AC.

SUNSET POINT RD. TO CURLEW RD.
 BEGIN 10/1/06 2.38 MED. AC.

**BOARD OF COUNTY
COMMISSIONERS**

John Morroni - Chairman
Kenneth T. Welch - Vice Chairman
Ronnie Duncan
Calvin D. Harris
Susan Latvala
Karen Williams Seel
Robert B. Stewart



Joseph Lauro, CPPO/CPPB
Director

November 7, 2005

TO: ALL INTERESTED BIDDERS

INVITATION TO BID: Landscape Installation and Related Maintenance of CR1 (Sunset Point Road to Tampa Road)

BID NUMBER: 045-792-B (RC)

BID SUBMITTAL IS DUE: November 15, 2005 @ 3:00 PM

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Invitation to Bid (ITB):

Clarification

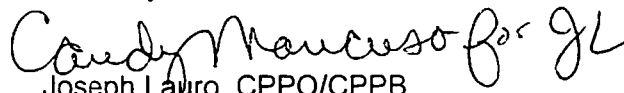
Section E, Page 14 of 33, Scope of Work

A clarification to the Scope of Work is as follows: The scope of work included one (1) phase of landscape installation with continuing maintenance, and another phase of landscape maintenance beginning on May 26, 2007, with potential replanting, on arterial roadway medians and traffic separators from the notice to proceed until January 31, 2009.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 27 under Addendum No. 1 and return with completed bid package.

Sincerely,


Joseph Lauro, CPPO/CPPB
Director of Purchasing

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

