8. **CONSENT AGENDA**

   a. Accept the lowest qualified bidder, Ferrier Enterprises Inc., for exotic plant control and land management activities including fireline, gopher tortoise habitat and beach dune maintenance on City managed lands and authorize City Manager to execute same (funded under the existing Island-wide Brazilian Pepper Eradication Program, therefore no additional funds are necessary)

NATURAL RESOURCES DEPARTMENT
MEMORANDUM

DATE: **April 27, 2010**

TO: **City Manager Judie Zimomra**

FROM: **Natural Resources Director Robert K. Loflin Ph.D.**

RE: **Request for Proposal bid results for exotic plant control field crew**

Recommendation: Approve qualified proposer with the lowest bid price and request that City Council authorize the City Manager to enter into a contract with Ferrier Enterprises, Inc.

The field crew is necessary for exotic plant control and land management activities including fireline, gopher tortoise habitat and beach dune maintenance on City managed lands. The crew is funded under the existing Island-wide Brazilian Pepper Eradication Program and this action does not require any budget changes or amendments. The crew consists of 3 field crew workers and a working field crew leader. The results of the bid opening are as follows:

Bid Opening: April 21, 2010 @ 2:30 p.m.

	Contractor Name*	Bid Price		
	Asplundh Tree Experts 4425 Aladdin Ave North Port, FL 34287	Field Crew Leader:	$28.05	per hour
		Crew Worker:	$21.76	per hour
2.)	Amera-Tech, Inc. 17473 A Jean St.	Field Crew Leader:	$32.50	per hour

	Fort Myers, FL 33967	Crew Worker:	$27.75	per hour
3.)	De Angelo Brothers, Inc. /Aquagenix 6260 Metro Plantation Road, Fort Myers, FL 33966	Field Crew Leader:	$22.00	per hour
		Crew Worker:	$15.00	per hour
4.)	**Ferrier Enterprises, Inc. 1113 Skiff Place Sanibel, FL 33957	Field Crew Leader:	$31.50	per hour
		Crew Worker:	$23.50	per hour
5.)	Ecosystems Technologies, Inc. 2223 McGregor Blvd. Fort Myers, FL 33901	Field Crew Leader:	$50.00	per hour
		Crew Worker:	$25.00	per hour

* In order of bid opening

**Lowest Qualified Bidder

DeAngelo Brothers Inc./Aquagenix and Asplundh Tree Experts submitted the lowest bid prices but did not provide evidence of proper and adequate licensure and qualifications. The lowest qualified bidder, Ferrier Enterprises provided details of their extensive experience on Sanibel working with exotic plants and conducting land management activities and copies of all necessary licensure and insurance. The bid cost for this work is the same as it was in 2005 when this work was previously bid.

CONTRACT

No._____, dated _____ 2010

THIS CONTRACT, made this _____ day of _____, 2010, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ doing business as a corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence to **supply a full-time, four (4) person field crew consisting of 1 crew leader and 3 crew workers for manual removal of Brazilian Pepper and other exotic vegetation and other land management field work including herbicide treatment of exotics on diverse types of public properties on Sanibel Island.**

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the project described herein except for necessary herbicides and herbicide additives, which will be provided by Owner.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after date of the NOTICE TO PROCEED.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS for the sum of: Crew leader: $ /hour

   Crew worker: $ /hour

   as listed on the Contractor's proposal form as submitted for this project.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   A. Advertisement for Proposals
   B. Information for Proposers
   C. Proposal
   D. Scope of Work
   E. General Conditions

   All of the above documents are made Contract Documents and the General Conditions attached hereto are specifically made part of this Contract and all provisions thereof are incorporated as provisions of this Contract.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. No deviation from the Contract Documents will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This contract will remain valid and in full force and effect for one (1) year from the date it is fully executed. Additionally, Owner and Contractor agree that the City shall have the right and option to extend this contract for two (2) additional 2-year periods under substantially the same conditions, rights, obligations and other terms of this contract. Either or both of the two (2) year term extensions shall be invoked and effective upon written notice of such term extension being sent to Contractor by Owner (through the Natural Resources Department Director) at least 45 days prior to the expiration of any preceding term. Such extended terms shall be at the sole discretion of the Owner and the Owner is under no obligation to extend the contract.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

No._____, dated _____ 2010

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in counterparts each of which shall be deemed an original on the date first above written.

(SEAL) OWNER:

ATTEST: _____

_____By_____

Name _____ Name_____

Title_____ Title_____

(SEAL) CONTRACTOR

ATTEST: _____

_____By_____

Name_____ Name_____

Title_____ Title_____

Approved as to form

City Attorney

CITY OF SANIBEL, FLORIDA

REQUEST FOR PROPOSALS

INCLUDING

SPECIFICATIONS

FOR

EXOTIC VEGETATION REMOVAL FIELD CREW

MARCH 2010

Robert K. Loflin, Ph.D.
Natural Resources Director
CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700

CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR REQUEST FOR PROPOSALS

Legal Notice is hereby given that responses to this Request for Proposals ("RFP") will be received at Sanibel City Hall, Administrative Offices, 800 Dunlop Rd., Sanibel, Florida 33957 until 2:30 P.M., on Wednesday, April 21, 2010. Any proposal presented later than the above time, or at another location, will be refused or, if received by mail, will be returned. Facsimile proposals will not be accepted. A brief description of this work consists of:

HERBICIDE TREATMENT AND MANUAL REMOVAL OF BRAZILIAN PEPPER AND OTHER EXOTIC VEGETATION AND ADDITIONAL LAND MANAGEMENT WORK BY FOUR-PERSON FIELD CREW AT MULTIPLE PROPERTIES ON SANIBEL ISLAND

Due to unique vegetation on Sanibel Island the City is interested in contractors with experience on Sanibel or other similar barrier islands on the Gulf with coastal island vegetation. The successful proposer must possess a City of Sanibel Vegetation Competency Card.

Proposals shall be properly and completely executed on a standard proposal form. No proposer may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all proposals for a period of not more than sixty (60) days and said proposals shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Specifications, scope of work and proposal forms for the work may be obtained in a proposal packet at no cost from the Finance Department, City of Sanibel, 800 Dunlop Road, Sanibel, Florida.

Robert K. Loflin

Robert K. Loflin, Ph.D.
Natural Resources Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press

RESPONSE TO REQUEST FOR PROPOSAL

CITY OF SANIBEL, FLORIDA

EXOTIC VEGETATION REMOVAL FIELD CREW

_____, 2010

TO: CITY OF SANIBEL
Natural Resources Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for Request for Proposals, the undersigned having read the Specifications and Scope of Work prepared by the City of Sanibel for the **EXOTIC VEGETATION REMOVAL AND LAND MANAGEMENT FIELD CREW** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., with the exception of required herbicides and herbicide additives and to perform all labor necessary for the work as specified and described in said Scope of Work and specifications therein.

Proposal Price:

Per hour cost to the City for the field crew leader: $_____

Per hour cost to the City for each field crew worker: $_____

QUALIFICATIONS (Provide specific qualifications, experience and licensing as described in the specifications, use additional page(s) if necessary and attach.)

TIME OF COMMENCEMENT

The undersigned further agrees to begin such work, ready for continuous and satisfactory operation in all respects, within thirty (30) calendar days of receipt of a Notice to Proceed from the City of Sanibel.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect, and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

SECURITY

The undersigned hereby guarantees to be fully ready and prepared with all necessary field workers and equipment to enter into contract within 30 days for the performance of this work if this proposal is accepted by the City of Sanibel.

ACKNOWLEDGEMENT OF RISKS

Proposer understands that the work involves strenuous manual labor, the use of herbicides, the use of chainsaws and other equipment, and has inherent risks. Proposer further understands that the contract for services with the City will require insurance, indemnity and hold harmless of the City, and Proposer's assumption of all risks associated with the work.

Respectfully submitted,

_____
Contractor (Legal Name)
(Individual___)(Partnership___)
or (Corporation___)

(SEAL)

By_____

DATE: Address _____

_____

NOTE: The legal status of the proposer, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

GENERAL CONDITIONS OF THE CONTRACT

1. GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, and modifications incorporated therein before the execution of the Agreement:

(a) Advertisement for Proposals
(b) Information for Proposers
(c) Proposal
(d) Scope of Work
(e) General Conditions

2. TERMINATION:

(a) The City may cancel this Contract, with or without cause, upon fifteen (15) days prior written notice to Contractor.

(b) Owner's Right to Terminate Agreement and Complete the Work: The Owner shall have the right to terminate his agreement with the Contractor after giving ten days' written notice of termination to the Contractor in the event of any default by the Contractor.

3. DEFAULT:

Default by Contractor: It shall be considered a default by the Contractor whenever he shall:

(a) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

(b) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

(c) Fail to provide a qualified superintendent, competent workmen or subcontractors, or proper materials, or fail to make prompt payment therefore.

4. ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

5. INSURANCE:

Contractor shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether such performance is by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

a. Types: The types of insurance the Contractor is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, and an Excess Liability Umbrella Insurance as detailed in the following specifications.

b. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from his operations under this Contract.

6. COMPREHENSIVE GENERAL LIABILITY INSURANCE:

a. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors, and personal injury. The limits for bodily injury shall be $100,000 each occurrence and $200,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

b. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

c. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the Owner, as additional insured under the General Liability Policy. See Paragraph 8 below for provisions of Indemnity.

7. WORKMEN'S COMPENSATION INSURANCE:

Contractors shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

8. INDEMNITY:

The Contractor hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Owner, their respective officers, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Owner has by law.

9. PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the Contractor. Contractor shall possess a City of Sanibel Business Tax Receipt and a Vegetation Competency Card

10. LAWS TO BE OBSERVED:

The Contractor shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

11. ASSIGNMENT OF CONTRACT:

Neither the Contractor nor the Owner shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

12. ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

13. NONDISCRIMINATION IN EMPLOYMENT:

The Contractor agrees:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. The contractor agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

14. REQUESTS FOR PAYMENT:

Payments shall be made in accordance with the City's Prompt Payment Provisions as established and adopted in Section 2-306, Sanibel Code of Ordinances.

15. FLORIDA LAW:

This Agreement and the terms herein shall be construed and interpreted under the laws of the State of Florida.

INFORMATION FOR PROPOSERS

1.01 SCOPE

A. The contract work provides for the herbicide treatment and manual removal of exotic vegetation and land management activities on Sanibel Island by four man field crew and other related work pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, with the exception of necessary herbicides and herbicide additives, which will be provided by the City of Sanibel, ready for satisfactory and continuous operation, in accordance with the specifications.

B. The work included in this contract is described briefly above and as follows:

MANUAL REMOVAL OF BRAZILIAN PEPPER AND OTHER EXOTIC VEGETATION AND ADDITIONAL LAND MANAGEMENT WORK INCLUDING HERBICIDE TREATMENT OF EXOTICS BY FOUR-PERSON FIELD CREW AT MULTIPLE PROPERTIES ON SANIBEL ISLAND

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

A. Work to be performed shall be in accordance with the specifications prepared by the City of Sanibel.

1.03 PROPOSER TO EXAMINE SITE

A. All proposers are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful proposer will not be allowed any extra compensation by reason of any matter or thing concerning which said proposer might have fully informed himself because of his failure to have so informed himself prior to the proposal.

1.04 INFORMATION NOT GUARANTEED

A. Information in the Specifications is furnished only for the information and convenience of the proposers. It is understood and agreed that the owner does not warrant or guarantee as to the accuracy or completeness of such information. Each proposer must satisfy himself regarding the character, quantities, and conditions of the various equipment, materials, labor and work to be done.

B. It is further understood and agreed that the proposer or the Contractor will not use any information made available to him or obtained by any examination made by him in any manner as a basis or ground of claim or demand of any nature against the Owner arising from or by reason of any variance which may exist between the information offered and the actual materials and equipment necessary and conditions encountered during the actual work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

A. Any information and answers given to questions from proposers other than by means of the proposal documents is given informally and shall not be used as the basis of a claim against the Owner.

B. To receive consideration, such questions shall be submitted in writing to the Owner at least seven days before the advertised date for receipt of proposals. If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the Owner to determine the equality or suitability of the product or method. In general, the Owner will neither approve nor disapprove particular products prior to the opening of the proposals; such products will be considered when offered by the Contractor for incorporation into the work.

C. Unless such action shall have been taken by the Contractor and approval obtained, Contractor agrees to use the product or method designated or described in the specifications or as amended by addenda.

1.06 PROPOSAL FORM

A. All proposals must be submitted upon the Proposal Form which will be furnished by the Owner. The Proposal Form shall be completely executed and shall give the price proposal for each item of work proposed, and shall be signed by the proposer. The Proposal Form shall also detail the proposers qualifications and experience to perform the Scope of Work and shall describe all applicable licenses held by contractor.

B. The successful proposer shall be prepared to commence the work within thirty (30) Calendar days.

1.07 AWARD OF CONTRACT

A. Proposals

(1) The award of the Contract will be made to the proposer determined to be the most qualified and responsive proposer whose proposal meets the overall needs of the City with respect to the described work. Price proposals shall be part of the consideration but the City shall have no requirement to award the Contract to the lowest price proposer if the qualifications and licensing of such proposer are not determined acceptable by the City for the work described in this RFP. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful proposer by an officer or agent of the Owner duly authorized to give such notice.

(2) Payments, will be made to the Contractor for the actual quantities of work performed in accordance with the specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price proposal. Where there is a conflict between the unit price and the extension thereof made by the proposer, the unit price shall govern and the Owner shall be authorized to make a correct extension of such unit proposal price and to use such corrected extension in comparing proposals.

1.08 PROPOSAL SECURITY

A. The successful proposer hereby guarantees to be fully ready and prepared with all necessary field workers and equipment, to enter into contract within 30 days for the performance of this work if this proposal is accepted by the City of Sanibel.

1.09 COMPARISON OF PROPOSALS

A. Price proposals will be compared on the basis of the lump sum proposal or the sum of unit price extensions. The net sum thus obtained shall be used to determine the order of proposal. Price proposals are only one factor considered by the City in the award of the Contract.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

A. It is the intent of the Owner not to award the Contract to any proposer who does not furnish satisfactory evidence he has the ability and experience in this class of work, and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it in the time named in the proposal. In addition, the qualified proposer must be knowledgeable regarding the identification of native and exotic plants in the field and experienced in the proper use of herbicides so as to control exotic plants while not damaging native plants, wildlife, wildlife habitat or aquatic systems. If the successful proposer, even after entering into a contract with the City of Sanibel, fails to perform the required tasks in a correct, professional and environmentally sensitive manner, as determined solely by the City of Sanibel, the City may immediately void said contract and consider the next lowest proposer whose qualifications meet the overall need of the City with respect to the work described.

B. It is the intent of the Owner not to award the Contract to any proposer who does not furnish satisfactory evidence that they are fully licensed and insured including possession of a valid and active State of Florida Pesticide Applicator's License, City of Sanibel Business Tax Receipt (occupation license), City of Sanibel Vegetation Competency Card, State of Florida Workmens Compensation Insurance for all workers, and adequate Business Liability Insurance.

1.12 EXECUTION OF CONTRACT

A. The successful proposer to whom the Contract is awarded shall be required to execute four (4) copies of the Contract.

1.13 FORFEITURE OF PROPOSAL SECURITY

A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract within ten (10) days after the Owner has notified the proposer that the Contract is ready for execution, the Owner may determine that the proposer abandoned the Contract, and thereupon the proposal and acceptance shall be null and void.

1.14 UNAVAILABILITY OF MATERIALS

A. Proposals must be based on use of the materials and equipment specified, subject to the provisions of any addenda issued. If the Contractor is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the Contractor shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the City Natural Resources Department.

B. No consideration will be given to the use of substitutes on account of market conditions unless the Contractor demonstrates that for the item in question he placed his order without delay, that he has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the Contractor shall be subject to review and adjustment. As a general principle, if the City shall determine that the substitute will be less satisfactory, the Contractor shall allow a credit to the Owner; only "under unusual circumstances shall there be an increase in" compensation to the Contractor on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the proposals were opened.

1.15 LOCAL LABOR AND MATERIALS

A. Whenever possible, the Contractor, his subcontractors, material men, or others who employ labor, shall employ such labor locally and shall purchase required materials locally.

1.16 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this proposal may obligate the Contractor and subcontractors not to discriminate in employment practices.

B. Proposers must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

A. The Contractor agrees that a representative of the City will have access to the work wherever it is in preparation of progress and that the Contractor will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The successful proposer shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

B. The successful proposer is required to carry full State of Florida Workmans Compensation Insurance for every worker employed in this work.

Herbicide Treatment and Manual Removal of Exotic Vegetation and Land Management Work on Sanibel Island

Scope of Work

The contractor will supply a full-time, four person field crew including one field crew leader and three field crew workers for exotic plant treatment and removal work on diverse types of public properties on Sanibel Island. Work will include the basal bark treatment of exotic vegetation including Brazilian pepper in both easily accessible and deep trail-less wooded areas often requiring strenuous labor in dense vegetation. The crew will need to be fully equipped with its own tools and equipment and fully capable of performing the following tasks: herbicide treatment of exotic trees, saplings and seedlings with hand-held and/or backpack sprayers, cut and chip vegetation removal using a chipper, hand-clearing with chainsaw and machete, mowing using hand propelled brush mowers (mowers provided by the City), trail maintenance, rope and bollard installation, pruning, watering and mulching and other similar land management tasks as required.

Crew and equipment specifications

Crew requirements

All members of the crew including the crew leader are expected to be immediately capable of hard physical labor, safe exotic plant control using spray application of herbicides, and safe use of chainsaws, machetes, chippers and mowers. The City anticipates but does not guarantee full time 40-hour work week equivilent (1960 total hours/year for each individual) contract work for the duration of a multiple year contract for a four (4) man field crew (although the City retains the right to cancel the contract at any time for any reason) as described below:

One (1) working supervisor experienced in the field use of herbicides, licensed by the State of Florida Department of Agriculture as a Pesticide Applicator and possessing a valid City of Sanibel Vegetation Contractors Competency Card and all other required licensing and insurance as described in the proposal documents. This individual is expected to work in the field with the crew equally at the same tasks and manual labor as the rest of the crew while providing supervisory functions.

Three (3) field crew workers.

The contractor must provide proof of adequate insurance and provide full State of Florida Workman's Compensation coverage for all contractual workers.

Field crew workers may be added or subtracted as the work load requires and City funding allows under the identical contractual arrangements described herein for the original crew by mutual agreement of the contractor and the City.

Field equipment

The contractor is expected to supply all fuel, tools, safety equipment, vehicles and any other equipment or supplies with the exception of required herbicides and herbicide additives necessary to carry out the exotic plant removal and land management efforts including but not limited to:

Use of 10% mix of Garlon 4 herbicide in JLB oil plus improved vegetable oil adjuvent in a backpack sprayer is a requirement for all basal bark and stump treatment work. A mobile (trailered) gasoline powered chipper having the capability of chipping branches up to 8" in diameter at least is required to be available as needed by the crew along with any necessary vehicles to tow the chipper as well as the mulch produced.

Other miscellaneous required tools and supplies include: chainsaws, machetes, spray canisters and backpack sprayers, gloves, chaps, goggles, safety equipment, etc.

Payment Schedule

Completed work is to be invoiced by the contractor every two weeks on an hourly basis for work completed during the previous 2 weeks. Prospective proposers must fill out their proposal price for the hourly cost below for the 4 person full-time crew based on an anticipated (but not guaranteed) 40 hour work week and 1960 hours per year for each crew member:

Additional Conditions:

1. The contractor will not be allowed any extra compensation for work conditions with which said proposer could have become fully informed, but failed to do so.
2. A City of Sanibel Occupational License is required of successful proposer prior to award of contract.
3. Additional tree removal and other land management work, such as fence construction, chipping, debris removal, etc. may be added to the project by mutual City/Contractor agreement as field conditions warrant and funds permit. The price for such extra work will be figured and agreed upon based on the proposal price for similar designated tasks.

4. **Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to $500 per incident and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as required above or evidence of alligators being fed by workers on this project, either at the project site or elsewhere on Sanibel Island, will result in immediate termination of any contract.**

5. Contractor must comply with the Florida Public Entity Crimes Act and file the required affidavit.
6. Payment shall be in accordance with the City of Sanibel Prompt Payment Policy, Section 2-10 of the Sanibel Code of Ordinances.

RESPONSE TO REQUEST FOR PROPOSAL

CITY OF SANIBEL, FLORIDA

EXOTIC VEGETATION REMOVAL FIELD CREW

APRIL 9, 2010

TO: CITY OF SANIBEL
Natural Resources Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for Request for Proposals, the undersigned having read the Specifications and Scope of Work prepared by the City of Sanibel for the **EXOTIC VEGETATION REMOVAL AND LAND MANAGEMENT FIELD CREW** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., with the exception of required herbicides and herbicide additives and to perform all labor necessary for the work as specified and described in said Scope of Work and specifications therein.

Proposal Price:

Per hour cost to the City for the field crew leader: $ 31.50

Per hour cost to the City for each field crew worker: $ 23.50

QUALIFICATIONS (Provide specific qualifications, experience and licensing as described in the specifications, use additional page(s) if necessary and attach.)

16 yrs experience
State of Florida Pesticide Applicators License
City of Sanibel Vegetation Competency Card
City of Sanibel Occupational License
State of Florida Workmens' Compensation Insurance
Business Liability Insurance

TIME OF COMMENCEMENT

The undersigned further agrees to begin such work, ready for continuous and satisfactory operation in all respects, within thirty (30) calendar days of receipt of a Notice to Proceed from the City of Sanibel.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect, and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

SECURITY

The undersigned hereby guarantees to be fully ready and prepared with all necessary field workers and equipment to enter into contract within 30 days for the performance of this work if this proposal is accepted by the City of Sanibel.

ACKNOWLEDGEMENT OF RISKS

Proposer understands that the work involves strenuous manual labor, the use of herbicides, the use of chainsaws and other equipment, and has inherent risks. Proposer further understands that the contract for services with the City will require insurance, indemnity and hold harmless of the City, and Proposer's assumption of all risks associated with the work.

Respectfully submitted,

FERRIER ENTERPRISES, INC.
Contractor (Legal Name)
(Individual___)(Partnership___)
or (Corporation ✓)

(SEAL)

By CLAUDIO P. HERRERO

DATE: 4-9-2010

Address 1113 SKIFF PL
SANIBEL FL 33957

NOTE: The legal status of the proposer, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.