



## PURCHASING DEPARTMENT

Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094

Telephone (941) 743-1378

Facsimile (941) 743-1384

### NOTICE OF AVAILABILITY OF BID SPECIFICATIONS

REQUEST FOR BIDS  
CHARLOTTE COUNTY, FLORIDA

The County of Charlotte will be receiving sealed bids at the Purchasing Department, Suite 344, Charlotte County Administration Center, 18500 Murdock Circle, Port Charlotte, FL 33948-1094 (941-743-1379), for:

**BID NO. 2007000226**

#### **TREE TRIMMING AND REMOVAL - ANNUAL**

It is the intent of Charlotte County to secure the services of a licensed and insured Contractor for the trimming and removal of trees for the Charlotte County Parks Recreation and Cultural Resources Department, which may include other Charlotte County Departments, for various locations within Charlotte County.

**PRE-BID CONFERENCE: 9:00 a .m., MARCH 06, 2007**  
**PURCHASING DEPARTMENT CONFERENCE ROOM**

**BID OPENING: 2:00 p.m., MARCH 21, 2007**  
**PURCHASING DEPARTMENT CONFERENCE ROOM**

Bid Documents may be obtained by contacting the Charlotte County Purchasing Department's Automated FaxBack System at (941) 623-1034, and requesting current solicitation, document number 072262, or by accessing our website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing). Any questions can be answered by contacting Arthur C. Markham at (941) 743-1379.

SunCoast Media Group  
Sun Newspapers  
February 19 and 26, 2007



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### ADDENDA NOTIFICATION FORM

**BID NO. 2007000226**

### TREE TRIMMING AND REMOVAL - ANNUAL

The County will attempt to notify all prospective bidders of addenda issued to the bid documents. However, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Department to determine if addenda were issued, acknowledging and incorporating it into their bid.

If you would like to request notification of any addenda that may be issued regarding this project, please complete the form below and return via fax to 941-743-1384, attention Arthur C. Markham, Contract Specialist.

By completing and returning this form, you are requesting notification of addenda that may be issued regarding this specific project only.

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

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Charlotte County Purchasing Department  
18500 Murdock Circle  
Port Charlotte, Florida 33948-1094  
941-743-1378  
\*\*\*\*\*

**STATEMENT OF NO BID**

If you **do not** intend to bid on this commodity/service, please return this form to the above address immediately. If this statement is not completed and returned, your company may be deleted from the Charlotte County Vendors' list for this commodity/service. We the undersigned, have declined to bid on requested commodity/service **Bid #2007000226, TREE TRIMMING AND REMOVAL - ANNUAL** for the following reason:

- 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 bond/insurance requirements.
- Unable to meet specifications.
- Specifications are unclear (explain below).
- Remove us from your vendors' list for this commodity/service.
- Other (specify below).

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

**NOTE:** Statement of No Bid may be faxed in to the Purchasing Department (941-743-1384).

/acm

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**BID NO. 2007000226**

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**INSTRUCTIONS TO BIDDERS  
TREE TRIMMING AND REMOVAL – ANNUAL  
BID NO. 2007000226**

**IB-01 QUALIFICATIONS OF BIDDERS:** It is the intent of the County to award this contract to the lowest responsible bidder, qualified by experience and solvency, with proven reliability and the ability to supply all items/services within a reasonable time frame acceptable to Charlotte County. Bidder may be required to supply information in writing at the request and discretion of the County prior to award of bids, in order to verify above requirements.

**IB-02 GENDER DESIGNATION:** The County and the Contractor are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

**IB-03 EXAMINATION OF DOCUMENTS:** Prior to the submission of a bid form, bidders shall carefully examine the bid package, including the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Bid Form and all other related bid documents, including all modifications thereof, incorporated in the bid package, plus fully informing themselves as to all existing conditions and limitations that affect the work to be performed under this contract.

Discrepancies, omissions, or questions about the intent of the documents should be submitted to the Purchasing Department in written form as a request for interpretation no later than five (5) days prior to bid opening (or shall be verbally addressed at the pre-bid conference, if applicable).

Interpretations of any of the bid documents or the project will be in the form of a written addendum, which will be forwarded to all bidders. Receipt by each bidder of any addenda must be acknowledged on the bid form, indicating the addendum number and date of issue, therein becoming a part of the contract. No oral explanations shall be binding. The County will attempt to notify all prospective bidders of addenda issued to the bidding documents, however, it shall be the responsibility of the bidder, prior to submitting their bid, to contact the Purchasing Department to determine if addenda were issued, acknowledging and incorporating it into their bid.

**IB-04 PREPARATION AND SUBMISSION OF BID FORM REQUIREMENTS:** Bids shall be made on forms supplied by the County, or as specified. Acknowledgment of receipt of addenda received should be indicated on the Bid Form. Any expense incurred in making bids is to be borne by the Bidder.

Each bid must give the full business address of the bidder and state whether bidder is an individual, corporation or partnership. Bid Forms by a corporation must be signed in the name of the corporation, followed by the original signature and designation of the officer or other person authorized to bind the corporation. Bid Forms by partnerships shall show the names of all partners. The partnership title shall follow the original signature of each partner.

Any erasures or other corrections in the bid form must be explained or noted over the signature of the bidder. Bid Forms containing any conditions, omissions, unexplained erasures, alterations, or irregularities of any kind may be rejected by the County.

Bid documents shall be submitted sealed. The package containing the bid must be clearly marked with the bid number and the name and business address of the bidder. Bids not received by the established bid opening shall **not** be considered and will be returned.

Bid Guarantee – The bid shall be signed where indicated constituting an agreement that the bidder will not withdraw its bid for a period of sixty (60) days after the scheduled time for opening of bids.

**IB-05 WITHDRAWAL OF BIDS:** Bids may be withdrawn by request of the bidder prior to the scheduled opening. Error or negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

**IB-06 BID TABULATIONS:** All bid tabulations shall be posted in the Charlotte County Purchasing Department reception area, 18500 Murdock Circle, Suite 344, Port Charlotte, Florida, within ten (10) days after bid opening. Those bidders interested in receiving a copy of the unofficial results of this bid may do so by either contacting the Purchasing Department's Automated FaxBack System at (941) 623-1034, and request Current Solicitations, Document Number 072264, or by visiting our website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing). No verbal inquiries will be addressed.

**IB-07 RESERVED RIGHTS:** The County reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request resubmission of bids. Also, the County reserves the right to accept all or any part of the bid and to

increase or decrease quantities to meet additional or reduced requirements of the County. Any sole response received may be rejected by the County depending on available competition and timely needs of the County.

**IB-08 FORM OF CONTRACT:** The submitted Bid Form signed by the bidder, together with complete bid package furnished by the County, shall constitute a binding contract. The bidder shall be required to perform according to the bidder's submitted Bid Form and the County's bid package when a purchase order signed by the Director of Purchasing or his/her designee is transmitted to bidder. The transmitted purchase order shall serve as both a Notice of Acceptance and Notice to Proceed to the bidder. Failure to comply with the conditions set forth in the purchase order shall be deemed a breach of contract subjecting the bidder to forfeiture of the bid bond or other posted security and other possible penalties.

**IB-09 NOTICE TO PROCEED/DELIVERY:** After award of bid, a notice to proceed/purchase order shall be issued bearing the terms of the contract/delivery. Upon receipt of purchase order, successful bidder/contractor shall acknowledge receipt of same by either fax or mail, and shall commence processing of order so that the agreed upon delivery date will be satisfied.

**IB-10 PAYMENT:** Request for payment must be submitted to the Charlotte County Purchasing Department on a form approved by the County. All invoices will be paid in accordance with the Florida Prompt Payment Act (F.S. 218.74).

**IB-11 PERFORMANCE EVALUATION:** At the end of the contract, if awarded, the receiving department will evaluate the successful bidder's performance. This evaluation will become public record.

**IB-12 ARITHMETIC DISCREPANCIES:** For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bid forms submitted by the bidder:

- A. Obviously misplaced decimal points will be corrected.
- B. In case of discrepancy between unit price and extended price, the unit price will govern. Apparent errors in extension will be corrected.
- C. Apparent errors in addition of lump sum and extended prices will be corrected.

For the evaluation purposes, the County will proceed on the assumption that the bidder intends its bid be evaluated on the basis of the unit prices, extensions, and totals arrived at by resolution of arithmetic discrepancies (above). The bid will be so reflected on the bid tabulation.

**IB-13 DESCRIPTIVE INFORMATION:** Unless otherwise specifically provided in the documents, all equipment, materials and articles incorporated in the work covered by this bid are to be new and of the most suitable grade for the purpose intended. Unless specifically provided in the bid documents, references to equipment, material, article or patented process, by trade name, make or catalogue number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If the bidder wishes to make a substitution, the bidder shall furnish the name of the manufacturer, the model number, and other identifying information necessary to aid the County in evaluating the substitution. Substitutions are subject to County approval. Substitutions shall be approved only if determined by the County to be equivalent to the specifications. Substitutions are subject to disqualification if not approved by the County.

**IB-14 REGULATIONS:** It shall be the responsibility of each bidder to assure compliance with any OSHA, EPA, and/or other federal, state, or local statutes, ordinances, rules, regulations or other requirements, as each may apply.

When applicable, as required under the provisions of Florida's Right-To-Know-Law, Florida Statutes, Chapter 442, the bidder will provide a material safety data sheet on toxic substances with the bid.

Bidder must be authorized to transact business in the State of Florida. Laws and regulations of the State of Florida and ordinances and regulations of Charlotte County will apply to any resulting agreement.

**IB-15 CODE OF ETHICS:** With respect to this bid, if any bidder violates or is a party to a violation of the State of Florida/Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such bidder may be disqualified from furnishing the goods or services for which the bid is submitted and shall be further disqualified from submitting any future bids for goods or services for Charlotte County.

**IB-16 COLLUSION:** By offering a submission to this invitation, the bidder certifies he has not divulged to, discussed or compared his bid with other bidders and has not colluded with any other bidder or parties to this bid whatsoever. Also, bidder certifies, and in the case of a joint bid each party thereto certifies as to his own organization, that in connection with this bid:

- any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and or cost data, with any other bidder or with any competitor;
- any prices and/or cost data quoted for this bid have not been knowingly disclosed by bidder and will not knowingly be disclosed by bidder prior to the scheduled opening directly or indirectly to any other bidder or competitor;
- no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;
- the only person or persons interested in this bid, principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and
- no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

**IB-17 SOURCE OF SUPPLY AND SUBCONTRACTORS:** Bidders are to complete the attached Source of Supply and Subcontractors form. This form must be completed and included with the bid form. If bidder does not have a source of supply or subcontractor, insert "to be determined". When source or subcontractor is determined, selection will be subject to County approval.

**IB-18 DRUG FREE WORKPLACE FORM:** It is strongly suggested that the attached Drug Free Workplace Form be signed and returned to this office with the bid. In the event of a tie bid, the presence of a valid and accurate form may be used as a basis for awarding the Contract.

**IB-19 PUBLIC ENTITY CRIMES:** In accordance with Florida Statutes Sec. 287.133(2)(a), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods/services to a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list".

**IB-20 TERMINATION OF CONTRACT:** It is expressly understood by the County and the bidder that funding for any successive fiscal years of this contract is contingent upon appropriation of monies by the Charlotte County Board of County Commissioners. In the event that funds are not available or are not appropriated, the County reserves the right to terminate any awarded contract. The County will be responsible for payment of any outstanding invoices and work completed by the successful bidder/contractor prior to such termination.

**IB-21 CANCELLATION:** It is the intent of the County to contract with a bidder who can provide prompt and convenient services. The County shall have the right to unilaterally cancel, terminate or suspend any awarded contract, in whole or in part, by providing the successful bidder/contractor thirty (30) days written notice.

**IB-22 INDEMNITY:** After notification of award, the successful bidder shall indemnify and hold harmless the County, its officers, employees, agents and volunteers, from action, including any court costs or attorneys' fees arising from, or as a result of, any act or omission by bidder, its officers, employees, licensees, invitees, contractors, agents or assignees, in the performance of the services and/or the delivery of goods for which the resulting agreement was entered into. Bidder agrees that the first ten dollars (\$10.00) of compensation received under the resulting agreement represents specific consideration for the indemnification obligation. Nothing in the award, resulting agreement, contract or Purchase Order shall be deemed to affect the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

**IB-23 TAXES:** Charlotte County is exempt from Federal Excise and State Sales Taxes. The bidder shall assume liability for Local, State, or Federal Tax that is applicable to the work.

**IB-24 EQUAL EMPLOYMENT OPPORTUNITY:** Charlotte County, in accordance with the provisions of Title VI of The Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Dept. of Commerce, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this bid, minority business enterprises will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

All bidders are hereby notified that the successful bidder (Contractor) must and shall comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. Specifically, Contractor agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Contract.
- Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin or marital status. Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- Contractor will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin or marital status.
- County may require Contractor to submit reports as may be necessary to indicate non-discrimination. County officials will be permitted access to Contractor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws.

It is expressly understood that County shall have the right to terminate this Contract upon receipt of evidence of discrimination.

**TECHNICAL SPECIFICATIONS & CONDITIONS**  
**TREE TRIMMING AND REMOVAL – ANNUAL**  
**BID NO. 2007000226**

**TS-01 PURPOSE:** It is the intent of Charlotte County to secure the services of licensed and insured Contractor for the trimming and removal of trees for the Charlotte County Parks Recreation and Cultural Resources Department, which may include other Charlotte County Departments, for various locations within Charlotte County on an “as required basis”.

**TS-02 BID PRICES/TERMS OF CONTRACT:** The prices bid shall include costs for all items/ materials, equipment, labor, transportation and incidentals necessary for completion of the work.

All work shall be coordinated through Charlotte County Parks Recreation and Cultural Resources, Manager of Operations (Park Division Manager) or his designee.

Bidders shall bid unit prices. These prices shall be considered firm from date of award through and including December 31, 2008. This bid may be extended/renewed for two (2) additional one (1) year periods, by mutual agreement, provided there are no changes in terms, conditions and prices.

**TS-03 SCOPE OF WORK:** It is the intent of Charlotte County (hereinafter referred to as County) to secure the services of a professional, licensed, insured and qualified Contractor to provide tree trimming and tree removal services. The scope of work consists of, but shall not be limited to, small, medium and large tree pruning, palm tree pruning, dead tree removal, and stump grinding. The successful Contractor WILL NOT trim any tree at buildings currently covered under the Charlotte County Grounds Maintenance Contracts, i.e. The Murdock Administration Complex, Justice Center, West County Annex and other County locations. The successful Contractor will provide and pay for all materials, labor, and other items necessary to complete the work and provide all services that may become necessary to execute, complete and deliver the work specified herein. All work is to be performed in accordance with these specifications, schedules, and industry standards. The Contractor shall be required to legally dispose of all materials generated from work performed. The bidder shall provide the County with references of at least four (4) similar projects of the same size and scope.

**TS-04 TREE TRIMMING SERVICES:**

**GENERAL:**

A. The primary reasons for pruning trees are to improve trunk and branch structure, to remove or shorten low limbs for under-clearance, to thin the canopy to allow better air flow, and to maintain tree health. The single greatest structural concern is the large number of codominant trunks or main leaders.

B. The specified pruning may require the removal of up to 30% of the foliage in many instances. Under no circumstances shall more than 40% of the foliage from an individual tree be removed.

C. Other than when shortening limbs for clearance over roadways or sidewalks, removal of live limbs smaller than one (1”) inch in diameter on the interior of the canopy will not be required. Removal of dead limbs or stubs one inch in diameter or larger will be required.

D. All pruning is to be done within the scope of the approved techniques as described in ANSI A300-1995. Work is to be done by workers trained in compliance with ANSI Z 133.1 safety regulations, as required by OSHA. A certified arborist shall be on site at all times during work activities. Certification is through the International Society of Arboriculture.

E. The following guidelines from ANSI A300-1995 (American National Standards Institute) are to be followed:

4 Safety

4.1 Tree maintenance shall only be performed by qualified tree workers, who through related training, or on-the-job experience, or both, are familiar with the practices and hazards of arboriculture, and the equipment used in such operations.

4.2.3 Tree Inspection – Before beginning work and while work is being performed, a qualified person shall visually inspect each tree. If a condition is observed that requires additional attention, this condition should be brought to the attention of an immediate supervisor or the person responsible for authorizing the work.

4.2.4 Tools and Equipment

4.2.4.1 Pruning tools used in making pruning cuts shall be kept adequately sharpened to result in final cuts with a smooth surface and firmly attached remaining adjacent bark.

4.2.4.2 Hook and blade pruning tools should be used; not anvil-type pruning tools.

4.2.4.3 Climbing spurs should not be used.

4.2.4.4 Equipment and work practices that damage bark, cambium, live palm tissue, or any combination of these, should be avoided.

#### 5.2.5 Pruning Cuts

5.2.5.5 When removing a lateral branch at its point of origin on the trunk or parent limb, the final cut shall be made in branch tissue close to the trunk or parent limb, without cutting into the branch bark ridge or collar, leaving a stub.

5.2.5.6 When removing a leader or length of a branch, the angle of the cut should bisect the angle between the branch bark ridge and an imaginary line perpendicular to the leader being removed.

5.2.5.7 When removing a dead branch, the final cut shall be made just outside the collar of live tissue. If the collar has grown out along the branch stub, only the dead stub should be removed. The live collar shall remain intact and uninjured.

5.2.5.8 To prevent damage to the parent limb when removing a branch with a narrow branch attachment, the final cut should be made from the bottom of the branch up.

#### 5.2.6 Wound Treatment

Wound dressings and tree paints should not be used to cover pruning wounds.

**TS-05 CODOMINANT LEADERS AND STEMS:** Due to the recognized potential hazards associated with codominant leaders, the subordination (shortening using a drop-crotch cut) or removal of one side of a codominant leader is the primary objective. Branches, trunks, or leaders not considered the main leader, two (2") inches diameter or larger should be subordinated or removed. The main leader shall not be subordinated or removed. Codominant leaders are considered to be two (2) or more branches, trunks, or leaders of approximately the same size, originating in close proximity to one another. If there is no stem considerably larger than others, subordinate all but one (1) of them. Where there is included bark as part of the condition, preference should be given to the removal of one (1) side, but only if such removal will not destroy the aesthetic value of the canopy or remove more than forty percent of the foliage.

**TS-06 DEVELOPING MAIN BRANCHES:** On trees 15 feet or taller, begin to identify some of the main limbs (called scaffold branches) on the tree that will remain on the tree permanently. Scaffold limbs should not have bark inclusions in the crotch. Ideally, these main limbs should be positioned more-or-less radially around the trunk with no scaffold branch directly above another. Scaffold branches should not be opposite one another; they should be spaced about 18 to 36 inches apart along the main trunk. This distributes the weight over a number of well positioned scaffold branches. Many trees will not grow in this manner on their own so you have to encourage this. Do this by reducing the length of, or removing, branches between the scaffold branches. This will send a signal to the remaining branches to grow faster and these faster growing branches will become the scaffold branches.

**TS-07 CROWN RAISING OR LIFTING:** Branches over paved areas should be shortened or removed to allow approximately seven (7) to eight (8) feet of clearance for cars and delivery vans as practical. Over landscape areas and sidewalks they should also be shortened or removed to allow eight feet (8') for pedestrian traffic and utility use as practical. Shortening of branches is the preferred method for attaining adequate clearance. When pruning is completed, approximately one-half of the foliage should originate from branches on the lower two-thirds of each tree.

**TS-08 THINNING:** Although small diameter limbs may be pruned where the Contractor desires, it will not be necessary to make cuts smaller than one (1") inch in diameter, other than where branches may be shortened to accommodate clearance beneath the canopy. Thinning shall include the following:

- Remove dead or broken limbs one (1") inch in diameter or larger; if two (2) limbs are crossing or touch each other, shorten or remove one of them
- If two (2) limbs (one (1") inch diameter or larger) originate within twelve (12") inches of each other on the trunk, shorten or remove one of them
- Clearance from buildings, lights, or other structures should be a minimum of three (3') feet or as practical. Use directional pruning where possible so future growth is directed away from buildings and lights.

#### **TS-09 PRUNING SPECIFICATIONS FOR MEDIUM-AGED AND MATURE TREES:**

The word 'shall' indicates a practice that is mandatory. The word 'should' refers to a practice that is highly recommended.

**Objectives:** Reduce potential hazardous conditions in trees and improve tree structure by:

- Removing dead branches
- Reducing the weight of branches or stems with included bark

- Reducing the weight toward the ends of all but one (1) codominant stem
- Thinning the canopy

### **General Procedures:**

- No young trees less than 12-inches trunk diameter shall be pruned
- Live branches less than 1.5-inches diameter should not be removed
- Dead branches greater than 1.5-inches in diameter (measured at the base of the branch) shall be removed from the canopy of all trees
- No live branches greater than eight (8") inches in diameter shall be removed from the tree without authorization from the County
- Remove no more than 20% of live foliage from the tree unless indicated below

### **Specific Procedures:**

1. Weight on main scaffold limbs with included bark shall be reduced by approximately one-third by removing some secondary branches toward the ends of the limbs and/or by removing the end of the branch using a drop-crotch cut.
2. If a medium-aged tree (less than 30 inches trunk diameter) divides into two (2) or more codominant leaders of about equal size in the bottom two-thirds of the tree, reduce the end weight by approximately one-third (you can adjust this percentage depending on the size hole in the canopy that the County is willing to accept) using drop-crotch and thinning cuts on all stems but the one (1) that you believe could become the strongest and most dominant leader. To accomplish this, remove branches growing toward the center and leave those that are oriented outward. Use mostly thinning cuts, not drop-crotch cuts, on larger trees. (Note: On some trees, you may not be able to perform all of this because you can not remove more than 20% of the foliage. Make a note of this on the site map).
3. Identify those trees that have included bark in the crotches between codominant stems. Make a note of these on the site map. These trees will be evaluated by another arborist for possible cabling. Cabling will be performed under separate contract. Identify limbs and trunks with vertical cracks. Make a note of these conditions on the site map.
4. If less than 20% of the foliage was removed on a mature tree following procedures one (1) and two (2) above, thin the canopy to allow more light to reach the ground under the tree and to reduce damage from wind storms. The foliage removed shall be taken primarily from the outer edge of the canopy, not from the interior. Interior branches shall be left on the tree. Do not remove water sprouts from the interior of the tree.
5. Crowns of trees that were cold-damaged or topped will be restored to improve structure and form. Remove or shorten all sprouts except one, which will become the dominant stem at that point. You may remove up to 30% of the foliage when performing this work.
6. Pruning cuts shall be in accordance with ANSI A300 pruning standards.

### **Tools and Equipment:**

- Climbing spurs shall not be used when climbing trees, except to climb a tree to be removed, or to perform an aerial rescue of an injured worker
- Equipment and work practices that damage bark or cambium should be avoided
- Rope injury from loading out heavy limbs should be avoided

**TS-10 PRUNING SPECIFICATIONS FOR PALMS:** Pruning of palms shall include removal of brown and/or yellow fronds, broken fronds, and inflorescence. Pruning shall include removal of boots, except in cases where the boots are strongly attached to the entire trunk. In some cases boots may be removed part way up the trunk to firm attachments, and in other cases the boots will be removed all the way up the trunk to the lower branches. The determinant is how strongly attached to the trunk the boots are. Such boot removal shall be done in a manner which does not damage the trunks with deep cuts or marks. NOTE: DO NOT REMOVE HEALTHY GREEN FRONDS. The finished result shall be a full head of green fronds in a rounded shape. All large-growing palms should be pruned to remove dead fronds, and fronds with a petiole that droops below horizontal. Dead fronds are those with less than 50% green tissue. Only those fronds with petioles drooping below horizontal (9:00-3:00 o'clock) should be removed. All seedpods should also be removed including those originating among remaining fronds. When removing fronds and seedpods, care should be taken so those fronds that are to remain are not nicked or wounded

**TS-11 TREE REMOVAL AND STUMP GRINDING:** Trees to be removed and/or stumps to be ground will be identified by an authorized Charlotte County designee, and shall be removed by the Contractor in a safe and professional manner. Any tree that will be removed in a public area where there is a potential risk to any person or persons a safety zone shall be established and maintained by the Contractor during the tree removal. All stumps marked for grinding shall be ground to a minimum of four (4") inches below grade. The Contractor shall legally remove all of the debris, on a daily basis generated from the tree removal and stump grinding process.

**TS-12 DAMAGES:** Areas adjacent to the construction that are damaged shall be repaired at the Contractor's expense. Restoration of adjoining areas shall be equal to or better than original condition and to the satisfaction of the County. Protection of personal property, utilities, structures, conduits, trees, and shrubs shall be the responsibility of the Contractor, who shall provide adequate protection to maintain proper service.

**TS-13 PERMITS AND REGULATIONS:** Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. (A list of permit fees is attached.) The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the County in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the County, he shall bear all costs arising therefrom.

It shall be the responsibility of the Contractor to assure compliance with any FDOT specifications, OSHA, EPA, and/or other Federal, State or County law(s), code(s) and ordinance(s), as each may apply.

**TS-14 MAINTENANCE OF TRAFFIC:** The Contractor shall abide with the County's current Maintenance of Traffic Policy, a copy of which is attached.

**TS-15 CRITERIA FOR AWARD:** Award of this bid shall be to the overall lowest, responsive, responsible bidder, meeting or exceeding the above specifications. Another consideration for award may be notice needed prior to commencement of work. The County reserves the right to contact references.

The County reserves the right to reject the bid proposal of any bidder who has previously failed to perform properly, or on time, contracts of similar nature; or who is not in a position to satisfactorily perform the contract. If, after bid opening, the lowest bidder is deemed non-responsible by the County, such bidder shall receive written notice from the County of this determination. The bidder shall have five (5) business days from the date of this notice to dispute the determination and to provide to the County any additional information it deems relevant regarding the bidder's responsibility. The County shall make a final determination regarding the bidder's responsibility at the time of award of the contract.

**INSURANCE REQUIREMENTS  
TREE TRIMMING AND REMOVAL – ANNUAL  
BID NO. 2007000226**

**A. WORKERS' COMPENSATION:** Coverage to apply to all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a minimum limit of \$100,000 each accident.

**B. COMPREHENSIVE GENERAL LIABILITY:** Shall have minimum limits of \$500,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Broad Form Property Damage and SCU Coverage, and a Contractual Liability Endorsement.

**C. BUSINESS AUTO POLICY:** Shall have minimum limits of \$300,000 Per Occurrence Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include owned vehicles, hired and non-owned vehicles and employee non-ownership.

**D. SPECIAL REQUIREMENTS:**

1. Charlotte County, a political subdivision of the State of Florida, its officers, agents, employees, and volunteers are to be included as an additional Insured on both the Comprehensive General Liability and Business Auto Liability Policies, and must be listed as such on the Insurance Certificate. Charlotte County to be named insured as: **Charlotte County.**
2. An appropriate Hold Harmless Clause shall be included.
3. Insurance policies meeting the requirements herein identified shall be maintained during the duration of the named project. Renewal certificates shall be sent to the County 30 days prior to any expiration date. There shall also be a 30 day notification to the County in the event of a cancellation or modification of any stipulated insurance coverage.
4. It shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements that he is required to meet.
5. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Purchasing Department upon notice of award, prior to commencement. **For the purpose of identification, when submitting insurance, the bid name and number must be included on the certificate.**

**BID FORM  
TREE TRIMMING AND REMOVAL - ANNUAL  
BID NO. 2007000226**

TO: Director of Purchasing  
Board of County Commissioners  
Charlotte County Administration Center  
18500 Murdock Circle  
Port Charlotte, Fl. 33948-1094

The undersigned, as bidder, does hereby declare that he has read the Request for Bids, Instructions to Bidders, Technical Specifications & Conditions, Insurance Requirements, Bid Form, and any other documentation for

**TREE TRIMMING AND REMOVAL – ANNUAL**

and further agrees to furnish all items listed on the attached Bid Form in accordance with the unit prices submitted. The above specified documents are herein incorporated into the Bid Form.

**NOTE:** Charlotte County’s official bid openings are open to the public. Citizens and submitting bidders are encouraged to attend. However, if you are unable to attend but wish to obtain the unofficial bid results, you may do so by either contacting the Purchasing Department’s Automated FaxBack System at (941) 623-1034, and request Current Solicitations, Document Number 072264, or by visiting our website at [www.charlottecountyfl.com/purchasing](http://www.charlottecountyfl.com/purchasing). No information regarding the submittal will be divulged over the telephone. Results may also be obtained by visiting the Purchasing Department on or after the tenth (10) day following the official bid opening. In accordance with section 120.53(5)(A) of the Florida State Statutes, the tabulation sheet will be posted for public viewing.

**NAME OF BIDDER** \_\_\_\_\_  
(One (1) Original and One (1) Copy to be returned)

**BID PRICES:**

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT PRICE</u>
001	PALM TREE TRIMMING (ALL SPECIES EXCEPT CANARY ISLAND DATE PALM)	EA	\$ _____
002	CANARY ISLAND DATE PALM TRIMMING	EA	\$ _____
003	TREE TRIMMING ( 4" TO 12" DBH )	EA	\$ _____
004	TREE TRIMMING ( >12" TO 24" DBH )	EA	\$ _____
005	TREE TRIMMING (>24" TO 36" DBH )	EA	\$ _____
006	TREE TRIMMING ( >36" DBH)	EA	\$ _____
007	TREE REMOVAL ( 4" TO 12" DBH )	EA	\$ _____
008	TREE REMOVAL ( >12" TO 24" DBH )	EA	\$ _____
009	TREE REMOVAL (>24" TO 36" DBH )	EA	\$ _____
010	TREE REMOVAL ( >36" DBH)	EA	\$ _____
011	STUMP GRINDING ( 4" TO 12" DIA. )	EA	\$ _____
012	STUMP GRINDING ( >12" TO 24" DIA. )	EA	\$ _____
013	STUMP GRINDING (>24" TO 36" DIA. )	EA	\$ _____
014	STUMP GRINDING ( >36" DIA. )	EA	\$ _____

Note \* DBH= Diameter Breast Height DIA.= Diameter

Certified Arborist on Staff                      YES \_\_\_\_\_ NO \_\_\_\_\_

NOTICE NEEDED PRIOR TO COMMENCEMENT: \_\_\_\_\_ CALENDAR DAYS

NAME OF BIDDER \_\_\_\_\_

(One (1) Original and One (1) Copy to be returned)

If notified of the acceptance of this bid form, the undersigned agrees to execute a Contract for the stated compensation in the form as prescribed by the County, within the time constraints outlined in Instructions to Bidders.

The signature below is a guarantee that the Bidder will not withdraw his/her bid for a period of sixty (60) days after the scheduled time for opening the bids.

The undersigned acknowledges receipt of the following addenda, and the cost, if any, of such revisions has been included in the price bid.

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_; Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

**HOLD HARMLESS AGREEMENT:**

\_\_\_\_\_ (name of firm), it's officers and members shall, through the signing of this document by an authorized party or agent, indemnify and hold harmless Charlotte County, a political subdivision of the state of Florida, its officers, agents, employees, and volunteers, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of \_\_\_\_\_ and persons employed or utilized by \_\_\_\_\_ in the performance of this contract.

\_\_\_\_\_ (name) agrees that the first ten dollars (\$10.00) of compensation received under this contract represents specific consideration for this indemnification obligation.

Type of Organization (Please Check One): Individual Ownership \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture \_\_\_\_\_ Corporation \_\_\_\_\_

Name of Bidding Firm \_\_\_\_\_

Mailing Address \_\_\_\_\_

Location Address \_\_\_\_\_

City & State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

Name/Title of person authorized to bind the Company: \_\_\_\_\_

Signature of person authorized to bind the Company: \_\_\_\_\_

Date: \_\_\_\_\_

(One (1) Original and One (1) Copy to be returned)

**SOURCE OF SUPPLY AND SUBCONTRACTORS**

The following sources of supply and subcontractors shall be used for the **TREE TRIMMING AND REMOVAL - ANNUAL**. If bidder does not have a source of supply or subcontractor, insert "to be determined". When a source or subcontractor is determined, selection will be subject to County approval. (If not applicable, state N/A).

Source of Supply	Subcontractor(s)
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____

**DRUG FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_(name of business) does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature \_\_\_\_\_

Dated \_\_\_\_\_

**NAME OF BIDDER** \_\_\_\_\_

**(One (1) Original and One (1) Copy to be returned)**

**REFERENCES – TREE TRIMMING AND REMOVAL - ANNUAL**

**EXPERIENCE (List similar projects, with completion dates showing experience) Attach additional sheets if necessary.**

1. Project Location: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

2. Project Location: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

3. Project Location: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

4. Project Location: \_\_\_\_\_  
Name of Contact Person: \_\_\_\_\_ Telephone # \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Total Project Amount: \$ \_\_\_\_\_ Completion Date: \_\_\_\_\_

**NAME OF BIDDER** \_\_\_\_\_

(One (1) Original and One (1) Copy to be returned)

CHARLOTTE COUNTY  
 COMMUNITY DEVELOPMENT  
 18500 Murdock Circle, Rm 107  
 Port Charlotte, Florida 33948  
 Telephone: (941) 743-1201  
 Toll free from Englewood area: (941) 697-2919

PERMIT FEE'S FOR CHARLOTTE COUNTY

**BUILDING VALUATIONS**

Building Permits will be based on valuation. The valuation will be taken from the most recent ICC Building Valuation Tables published on the ICC website and using the Florida multiplier. If this fee is disputed, only a signed and sealed contract may be substituted if it includes all phases of construction including contractor overhead and profit.

**PERMITS BASED ON VALUATION**

If SFR or Commercial Permit is less than \$50,000 in valuation				\$90
Valuation over \$50,000 for SFR or SFR Misc Permit Types	valuation x	{ 0.004 }	= Building	
Valuation over \$50,000 for Commercial Permit Types		{ 0.005 }	Permit	
			Fee	

**PLANS REVIEW**

Plans Rejection Fee	
1st Plans Rejection Fee	\$75
2nd Plans Rejection Fee	\$150
3rd Plans Rejection Fee	\$225
Residential Plans Change	\$50
Commercial Plans Change	\$75
Re-stamp of Blueprints	\$50

**INSPECTIONS**

Reinspection Fee	
1st Reinspection Failure Fee	\$50
2nd Reinspection Failure Fee	\$100
3rd Inspection Failure Fee	\$150
Scheduled Time Inspections	\$50
No charge/no guarantee for concrete only	
Partial Inspections	\$50

**SPECIAL PERMITS**

Garage Permit	\$200
Residential Addition / interior re-model	\$200
Swimming Pool	\$200
DCA Home/Mobile Home	\$200

**FAILURE TO SECURE A PERMIT PRIOR TO WORK COMMENCING WILL RESULT IN A PENALTY UP TO QUADRUPLE THE ORIGINAL FEE.**

**CHARLOTTE COUNTY**  
**COMMUNITY DEVELOPMENT**  
 18500 Murdock Circle, Rm 107  
 Port Charlotte, Florida 33948  
 Telephone: (941) 743-1201  
 Toll free from Englewood area: (941) 697-2919

**PERMITS BASED ON A FLAT FEE** **\$90**

Demolition	Fuel Tank	LP Tanks	Tent
Demolition Interior	Fuel Tank - Above Ground	Pool Heater	Water Conditioner
Electrical Addition/Alteration	HARV - New installation	Plumbing Permit	Water Heater
Electrical Perm Power Pole	HARV - Change Out	Piping Only	Window for House
Electrical Service Change	HARV Condenser Unit Only	Sewer Connection	Window for Lanai
Electrical Temporary Pole	HARV - Air Handler Only	Spray Booth	
Renewed Expired Permit	HARV - Split System	Sign	
Fire Alarm	Heat Pump	Sprinkler	
Fire Sprinkler	Hood Suppression	Suppression System	
	Kitchen Hood		

**MISCELLANEOUS FEES**

Change in Contract /Owner	\$61
Commercial Change of Occupancy	\$101
Moving Permit (both in/out of County)	\$90
Permit Extension Request (1st 90 days)	\$63
Permit Extension Request (2nd 90 days)	\$100
Stop Work Order Fee (to have order lifted)	\$50

**TEMPORARY CO**

Residential		Commercial	
30 days	\$100	30 days	\$200
60 days	\$200	60 days	\$400
90 days	\$300	90 days	\$600
Each 30 days after 90 days	\$500	Each 30 days after 90 days	\$900

**RIGHT OF WAY (UNDERLINED FEES ESTABLISHED BY RESOLUTION 2003-24)**

Right of Way permits expire after one (1) year, unless a renewal fee of \$29 is paid.

Excavation Annual Monitoring			
Group I	\$0	Line & Grade	\$80
Group II	\$300	Pools	\$29
Group III	\$1,250	ROW Permit	\$80
Excavation		ROW Utility Permit	\$80
Group I	\$750	Re-Inspection	\$29
Group II	\$1,250	Stormwater (10 acres or less)	\$404
Group III	\$1,750	Stormwater (10 acres or more)	\$404
		Plus \$6.70 per acre over 10 acres	

**ZONING**

Commercial Permit	\$92	Residential/Duplex	\$30
Commercial Landscape	\$100	Residential Plans Change	\$33
Commercial Tree Ordinance	\$75	Signs	\$27
Commercial Plans Change	\$60	Special Event Permit (seasonal/holiday)	\$75
Model Home Flag Permit	\$54	Special Event Permit (other)	\$300
Miscellaneous Permit	\$22	Temporary Advertising Device	\$5
Residential Permit	\$33	Zoning Reinspection	\$27

**FAILURE TO SECURE A PERMIT PRIOR TO WORK COMMENCING WILL RESULT IN A PENALTY UP TO QUADRUPLE THE ORIGINAL FEE.**

**CHARLOTTE COUNTY  
PUBLIC WORKS DIVISION  
CHARLOTTE COUNTY, FLORIDA**

**POLICY**

Subject: <b>Maintenance of Traffic (MOT) Policy</b>	Effective Date: <b>October 1, 2003</b>	From: <b>Danny Quick, County Engineer</b>
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: 3/1/97	Page: 1 of 3 pages

The purpose of this policy is to provide instructions to assure that all work being performed in the County's right-of-way are performed under both The Manual of Uniform Traffic Control Devices (MUTCD) and The Florida Department of Transportation Roadway & Traffic Design Standards thus, assuring a safe environment for both the worker(s) and driver(s) on all County roads. Short term projects that last only a few hours will not be held to the same planning outlined in this policy however they shall still be subject to MUTCD and FDOT standards.

This policy shall apply to all work in the rights-of-ways including that performed by contractors working for the County, contractors working for developers, utility companies (including work being performed by their personnel or contractors/sub-contractors) and all County work forces within each department of each division. Both internal requirements (departmental) as well as external requirements (contractors) are governed by this policy. A copy of this policy shall be attached to all permits for contractor compliance. All instruction references to the MUTCD Part VI and Index 600 of the Florida Department of Transportation Design Standards, shall apply to the latest edition.

The contractor shall at all times take every available precaution to safeguard the public as well as construction workers. The contractor's personnel shall comply with the Maintenance of Traffic requirements, comply with reasonable requests from County Employees and act courteously with the public.

1. All personnel working within the County's right-of-way shall at **ALL** times, wear FDOT approved safety vests, including those who may be periodically on-site and out of their vehicles, i.e., supervisors, foreman, testing personnel, etc.
2. Each contractor shall submit a maintenance of traffic plan for any construction project involving work or activity that may affect traffic on any County street, roadway, bike path, or sidewalk, and obtain approval prior to the start of the project.
3. The MOT plan shall consist of one or more engineering drawing(s) signed and dated by either a Professional Engineer, or person certified by the International Municipal Signal Association (IMSA) in work zone traffic safety, qualified and knowledgeable in the field of traffic engineering, detailing traffic control for any road construction, detours, or road closures. Should any changes to the MOT occur during any phase of the project, a revised MOT shall be immediately submitted reflecting changes.
4. All signs shown on the MOT shall comply with the current Manual on Uniform Traffic Control Devices (MUTCD Part VI) or the Florida Department of Transportation Design Standards, latest edition.
5. All equipment and hazards left in the right-of-way during hours of darkness are to be barricaded off. All signs and barricades requiring lights shall have them attached and in good working order. Any further traffic control devices deemed necessary during the project are to be provided by the contractor at the contractor's expense.

**CHARLOTTE COUNTY  
PUBLIC WORKS DIVISION  
CHARLOTTE COUNTY, FLORIDA**

**POLICY**

Subject: <b>Maintenance of Traffic (MOT) Policy</b>	Effective Date: <b>October 1, 2003</b>	From: <b>Danny Quick, County Engineer</b>
Applies to: All Employees of the Charlotte County Board of County Commissioners	Last Amended: 3/1/97	Page: 2 of 3 pages

6. Every attempt shall be made to avoid road closures. Where it is not possible to completely avoid road closures, the following procedures shall be followed:
- a. Road closures shall be limited, if possible, to single lane closures with traffic controlled by flagmen. Flagging operations and flagmen shall comply with MUTCD requirements. Flagging is not to begin until the proper signage is in place. When flagging is not being performed the signs must be covered up, turned away from traffic or removed from the job site.
  - b. If the work cannot be performed without closing all traffic lanes, but the closures can be limited to intervals no longer than five-minute duration's (e.g., to accommodate necessary equipment operations) flagmen shall be used to control traffic as necessary.
  - c. If the work cannot be performed without closing all traffic lanes for periods longer than five (5) minutes at a time, provisions shall be made to maintain access to all developed properties. Access may be properly signed and/or marked detours or other approved methods.
  - d. A detailed Maintenance of Traffic Plan shall be prepared by the contractor or other responsible entity for all situations where any lane closures are proposed. The detailed MOT Plans shall show the limits of the road closure, detour routes and/or other means of maintaining access, temporary signing and marking that will be used, and any other information deemed necessary by the County Engineer. The MOT Plan for road closures shall be submitted to the Engineering Department at least two weeks prior to each road closure. **No road closures, other than emergencies, are authorized without the prior approval of the County Engineer.**
  - e. If the road closure is authorized by the County Engineer, the following organizations shall be notified seven days prior to the closure and again 24 hours prior to the closure. If the closure will extend for more than one (1) day, notifications shall be made each day to inform these organizations of the road closure that will be in effect the following day:
    - **Charlotte County Public Works:** Transportation Engineering Section  
(941) 575-3600 Fax: (941) 637-9265
    - **All Emergency services:**

<u>EMS</u>	<u>Fire</u>	<u>Sheriff</u>
(941) 629-9996	(941) 743-1367	(941) 639-2101
    - **Charlotte County School Board:** Transportation Division (941) 575-5432
    - **The Media:** Newspaper/Radio Stations (Notify applicable one(s))
 

<u>Charlotte Sun Herald</u>	(941) 629-0414
<u>Charlotte AM</u>	(941) 627-7570
<u>Charlotte Herald</u>	(941) 627-7550
<u>Englewood Sun Herald</u>	(941) 473-5733

**CHARLOTTE COUNTY  
PUBLIC WORKS DIVISION  
CHARLOTTE COUNTY, FLORIDA**

**POLICY**

Subject: <b>Maintenance of Traffic (MOT) Policy</b>	Effective Date: <b>October 1, 2003</b>	From: <b>Danny Quick, County Engineer</b>
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<u>Sarasota Herald Tribune</u>	(941) 629-2010
<u>Venice Gondolier</u>	(941) 207-1220
<u>Radio – Beach 98-9FM</u>	(941) 206-1112
<u>Clear Channel Radio – Punta Gorda</u>	(941) 639-1240
<u>Clear Channel Radio – Sarasota</u>	(941) 552-4800
<u>KIX Country 92.9 WIKX – Punta Gorda</u>	(941) 639-1189
<u>Muzak – Punta Gorda</u>	(941) 575-1117
<u>The Beach – Punta Gorda</u>	(941) 764-0232
<u>Seaview 104.9 – Punta Gorda</u>	(941) 639-1188
<u>Weng Radio 1530 AM – Englewood</u>	(941)474-3231

- All property owners, residents and tenants of the affected properties (continuing notification not required).
- f. If immediate road closure is necessary to safeguard life and/or public safety or private property, prior approval shall **NOT** be required. However, the notifications required under e. above shall be made as soon as practicable provided that the notification effort does not compromise the efforts to safeguard life and/or property.
  7. All initial MOT plans (not involving road closures) and proposed changes shall be submitted to the County Transportation Engineer, or designee, for approval, at least one week prior to the start of work.
  8. Failure to comply with the stipulations set forth in this policy will result in immediate suspension of work, and/or revoking of the permit until such time as the affected party comes into compliance.

Original: 9/15/95  
Revisions: 3/1/97  
9/29/03  
7/10/06