

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 1**

NOTIFICATION DATE:	BID TITLE:	BID NUMBER:	BID OPENING DATE & TIME:
06/04/13	Palm and Hardwood Tree Removal and Stump Grinding	039-13	06/17/2013 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

**Below are written questions received for clarification of the bid document.**

- Would you be able to tell me the name of the most recent vendor who worked this bid previously?

**ANSWER: Please refer to below Exhibit A.**

- Could I get a copy of the current contract for this service?

**ANSWER: Please refer to below Exhibit A.**

- Do you have the last bid tabulation for this project?

**ANSWER: Please refer to below Exhibit A.**

- Please tell me what license are required to bid on the Palm and Hardwood Tree Removal and Stump Grinding #039-13, under section D LICENSE it states that a license may be required to perform the work and that the contractor should investigate and determine if we hold the necessary license prior to submittal.

**ANSWER: Collier County issues licenses for businesses. We do not, and we do not know, which license(s) are required of the vendor. Please refer to Collier County.**

- What is the forecasted annual budget of this project?

**ANSWER: The project budget is estimated at \$30,000.**

**Below please find EXHIBIT A**

**IMPORTANT MESSAGE**

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.

Tree Removal AND STUMP GRINDING

		VENDOR INFORMATION					
		Anytown T. C. LLC	Coastline Tree Service, Inc.	The Davey Tree Expert Company	Hannula Landscaping	Island Tree Service, Inc.	Lawn Logic
<b>HARDWOOD TREES PER TRUNK DIAMETER</b>	Less than 10"	\$100.00	\$105.00	\$180.00	\$350.00	\$185.00	\$70.00
	From 11" to 20"	\$340.00	\$325.00	\$300.00	\$550.00	\$235.00	\$125.00
	From 21" to 36"	\$490.00	\$545.00	\$780.00	\$890.00	\$390.00	\$330.00
	From 36" to 72"	\$600.00	\$750.00	\$925.00	\$1,850.00	\$490.00	\$575.00
	From 73" to 106"	\$900.00	\$975.00	\$2,300.00	\$2,535.00	\$625.00	\$1,250.00
	From 107" to 150"	\$1,500.00	\$1,695.00	\$3,000.00	\$4,105.00	\$875.00	\$1,500.00
<b>PALM TREES PER TRUNK DIAMETER</b>	Less than 10"	\$90.00	\$80.00	\$150.00	\$225.00	\$85.00	\$50.00
	From 11" to 20"	\$170.00	\$135.00	\$250.00	\$450.00	\$125.00	\$100.00
	From 21" to 36"	\$250.00	\$225.00	\$250.00	\$720.00	\$185.00	\$200.00
	Greater than 36"	\$350.00	\$335.00	\$250.00	\$1,165.00	\$225.00	\$300.00
	<b>TOTAL</b>	\$4,790.00	\$5,170.00	\$8,385.00	\$12,840.00	\$3,420.00	\$4,500.00
<b>ALTERNATE BID/ STORM RECOVERY</b>	Hourly rate for complete crew	No Bid	\$169.00	\$190.00	\$640.00	\$275.00	\$155.00

OFFERS LISTED HEREIN ARE THE ONLY OFFERS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER OFFERS, IF ANY, ARE REJECTED AS LATE.



# CITY OF NAPLES CONTRACT TRANSMITTAL

(TO BE USED FOR NON-CCNA CONTRACTS BELOW \$50,000)

<b>CONTRACTOR:</b>	029-10 Anytown Tree Services
<b>CONTRACT AMOUNT:</b>	\$37,500.00 \$(30,000 plus a 25% contingency)
<b>EFFECTIVE DATE:</b>	The project will be completed by Sept 30, 2013.
<b>AUTHORIZATION:</b>	ORDINANCE AMENDING SECTION 2-663(1)(b), AWARD OF BID OR CONTRACT, OF THE CODE OF ORDINANCES OF THE CITY OF NAPLES; RESOLUTION 08-12230, Unless otherwise provided in this division, the contract or purchase order shall be awarded to the lowest, best and most responsible bidder meeting the needs and requirements of the city, subject to the right of the city to reject any and all bids or proposals. A contract may be awarded in whole or in part, or in portions to more than one bidder.
<b>FUNDING SOURCE</b>	001.0913-572.31-04 <span style="float: right;">bal \$51,074</span>
<b>APPROVED BY:</b>	<span style="float: right;">8/18/12</span> <small>(Purchasing Manager-Signature &amp; Date)</small>
<b>RECOMMENDED BY:</b>	<span style="float: right;">8.8.12</span> <small>(Finance Director-Signature &amp; Date)</small>
<b>CERTIFIED BY:</b>	<span style="float: right;">8/28/12</span> <small>(Finance Director-Signature &amp; Date)</small>
<b>REVIEWED BY:</b>	<span style="float: right;">8/28/12</span> <small>(City Attorney-Initial Here, Date, Sign Contract &amp; Forward to City Manager)</small>
<b>REVIEWED BY:</b>	<span style="float: right;">8/29/12</span> <small>(City Manager-Initial Here, Date, Sign Contract &amp; Forward to City Clerk)</small>
<b>ATTESTED BY:</b>	<span style="float: right;">8/30/12</span> <small>(City Clerk-Initial Here, Date &amp; Sign Contract; retain original; and forward 3 copies to Purchasing)</small>

**ATTACHMENTS:**

- Bid Tab
- Contract
- Other

THIS DOCUMENT MUST BE ROUTED IN THE ORDER LISTED ABOVE.

After all have signed, Clerk to retain original and forward one copy to Purchasing for final distribution (Department/Vendor/Purchasing File).

# CITY OF NAPLES, FLORIDA

## AGREEMENT (PROFESSIONAL SERVICES)

**Bid/Proposal No. 029-10**

**Contract No.** \_\_\_\_\_

**Project Name** **Tree Removal and Stump Grinding**

THIS AGREEMENT (the "Agreement") is made and entered into this **11<sup>th</sup> day of July, 2012**, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Anytown T.C. LLC dba Anytown Tree Services**, a Florida corporation, **3825 Leighton Court, Naples, FL, 34116** (the "CONTRACTOR").

### WITNESSETH:

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted a proposal for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of professional services that will be required for the Project.

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

### ARTICLE ONE CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by CONTRACTOR are generally described as **providing citywide tree removal and stump grinding**, and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the professional services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified licensed professional to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and

responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of professional services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONTRACTOR hereunder, and CONTRACTOR shall require all of its employees, agents, subconsultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the professional services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and completed by **September 30, 2013**. Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations

hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services shall not exceed **\$37,500 (\$30,000 with a 25% contingency)** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. the CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the City 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 the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

#### **ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

**ARTICLE NINE  
WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

**ARTICLE TEN  
TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

**ARTICLE ELEVEN  
CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

**ARTICLE TWELVE  
MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing



and executed by the party or parties intended to be bound by it.

**ARTICLE THIRTEEN  
NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Anytown T.C. LLC dba Anytown Tree Services  
501 Goodlette Road D-18  
Naples, FL 34102  
Attentions: **Barry Donahue**, President

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

**ARTICLE FOURTEEN  
MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein,

and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

Sec. 14. 7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

**ARTICLE FIFTEEN  
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

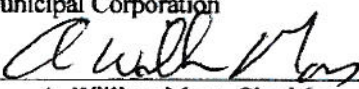
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By:   
Patricia L. Rambosk, City Clerk

By:   
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

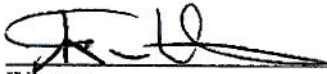
By:   
Robert D. Pritt, City Attorney

**CONTRACTOR: Anytown T.C. LLC dba  
Anytown Tree Services**

A Florida Corporation

By: 

Its owner

  
Witness

(CORPORATE SEAL)

General Contract (not Architects/Engineers)

**EXHIBIT A**

**SCOPE OF SERVICES**

**A. SCOPE OF SERVICES**

Furnish all labor and equipment to remove and grind the stumps for City-owned palm and hardwood trees.

**B. AWARD OF BID**

The City reserves the right to award the bid in a manner that best serves the interests of the City of Naples. The initial term of this contract will be for one year. The contract shall begin on October 1, 2012 and expire on September 30, 2013.

**C. CONTRACT MANAGEMENT**

Joe Boscaglia and/or his authorized representative will serve as the City's Contract Manager.

**D. LICENSES**

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal.

Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits.

**E. INSURANCE**

Successful contractor(s) shall furnish proof of insurance as per specifications.

**F. CONDUCT**

The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples, and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

**G. CONTRACTORS EQUIPMENT**

All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State DOT standards while working on City, County, or State roads as a sub-contractor of the City.

H. DISPOSAL OF DEBRIS

The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

I. SCHEDULING OF WORK

1. The City shall provide the Contractor a list of locations. The Contractor will have 24 hours (weekends and holidays excluded) to remove palms and trees after notification. The Contractor will have 48 hours not including the day of notification for stumps to be ground; this allows for underground utility locates to be completed. Failure to remove trees and/or grind stumps without making other arrangements agreeable to the Contract Manager will result in default of contract.
2. All work will be performed Monday through Friday, unless prior approval has been obtained from the Contract Manager.
3. The Contractor within three (3) working days from notification must correct work deficiencies and/or problems pointed out by the Contract Manager.

J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed.
2. The successful bidder(s) will meet with Contract Manager and set up procedures prior to the start of work.

K. NON-PERFORMANCE

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the Contractor until correction is made.

L. QUALIFICATIONS

The Contractor shall be licensed with a minimum of three (3) years experience in tree removal & stump grinding and preferably, in commercial landscaping. All bidders shall provide, with their bid proposal, a list of at least three (3) commercial references, a list of personnel and equipment. The City reserves the right to contact these as references, in order to determine the competency of the Contractor. In addition, the licenses and experience of the designated contact person shall be supplied at bid opening.

M. POST-STORM RESPONSE

Post-storm response time shall be twenty-four (24) hours. If given direction to do post-storm cleanup, the response must be within this timeframe. Any exceptions will be through the approval of the Contract Manager.

N. GENERAL OBJECTIVES

1. The objective of these specifications is to define the conditions under which City palm and hardwood trees are to be removed and the stumps ground.
2. All hazardous trees and/or hazardous conditions shall be reported to the Contract Manager immediately. This would be any situation that could cause injury to people or damage to property.
3. The successful bidder shall furnish all supervision, labor, tools, equipment, materials, etc., necessary to remove trees designated for removal by the City and grind the stump down 16 inches below grade. The hole will be back-filled to existing grade. All excess material that is a result of stump grinding shall be hauled away and the site shall be raked. This will also include any and all above ground and below ground roots associated with the stump.

O. MISCELLANEOUS

The contractor is to provide an hourly rate for any work not covered above. The rate should be based on cost of manpower and all equipment necessary to perform the tree removals. Hourly rate for a crew of two (2) or more men/bucket truck/chipper/equipment.

P. LOCATION OF HARDWOODS/PALMS

Hardwoods and palms will be located mostly in rights-of-way, cul-de-sacs, parks, around government buildings, and beach ends. The contractor shall provide trained staff and equipment needed to climb and take down trees/palms that require said work.

Q. INSPECTION

The Contract Manager will make visits to the site at intervals appropriate to the various stages of removal to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents.

R. REJECTING DEFECTIVE WORK

The Contract Manager will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. Parks & Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor within three (3) working days, in writing, of unacceptable work. If work has been rejected, contractor shall correct all defective work promptly and bear all costs to correct the defective work. If the contractor fails within a reasonable time after written notice to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency.

**S. PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

1. Contractor shall assume full responsibility for any damage to any property including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. The contractor upon receipt of either written or oral notice to discontinue such practice shall immediately discontinue any practice obviously hazardous in the opinion of the Contract Manager. The contractor shall comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, shall not be permitted unless prior arrangements have been made with the Contract Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

**T. PROTECTION OF OVERHEAD UTILITIES**

The removal operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor shall protect all utilities from damage, shall immediately contact the appropriate utility if damage has occurred, and shall be responsible for all claims for damage due to his operations. The contractor shall make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work shall not be the responsibility of the contractor.

**U. PROTECTION OF UNDERGROUND UTILITIES**

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

**V. TRAFFIC CONTROL**

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the State of Florida Manual of Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition. A flagman is required when two-way traffic is obstructed by the removal operation.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State DOT standards while working on City, County or State roads as a sub-Contractor of the City.

**END OF EXHIBIT A**

**BID SCHEDULE**

**Bidder will furnish tree removal and stump grinding services in accordance with specifications:**

Pricing required per trunk diameter

HARDWOOD TREES

Less than 10"	\$ <u>100</u>	price per tree
From 11" to 20"	\$ <u>340</u>	price per tree
From 21" to 36"	\$ <u>490</u>	price per tree
From 36" to 72"	\$ <u>600</u>	price per tree
From 73" to 106"	\$ <u>900</u>	price per tree
From 107" to 150"	\$ <u>1500</u>	price per tree

PALM TREES

Less than 10"	\$ <u>90</u>	price per tree
From 11" to 20"	\$ <u>170</u>	price per tree
From 21" to 36"	\$ <u>250</u>	price per tree
Greater than 36"	\$ <u>350</u>	price per tree

ALTERNATE BID

STORM RECOVERY

**In addition, the contractor will be required to provide, at a minimum, two complete crews, each consisting of 2 men; a bucket truck; a chipper; and chain saws, immediately following any emergency (windstorm, hurricane, etc.) to act as its tree clearing representative.**

**Hourly rate for complete crew.**

**\$ 35.00/HR**



## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_]*

**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned, is the owner/President of the **Anytown T.C. LLC dba Anytown Tree** ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 6th day of August, 2012.

By: B. De

**ACKNOWLEDGMENT**

STATE OF Florida  
COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 6th day of August, 2012.

The Affiant, Donohue, Barry, is [  ] personally known to me or [ ] has produced \_\_\_\_\_ as identification, which is current or has been issued within the past five years and bears a serial number of other identifying number.

Kristine Semblewski  
Print Name:

Florida Kristine Semblewski  
NOTARY PUBLIC - STATE  
OF EE007412 FLORIDA  
Commission Number: EE007412  
My Commission Expires: July 8, 2014  
(Notary Seal)



Kristine Semblewski