

CITY OF NAPLES, FLORIDA
AGREEMENT
(SERVICES)

Bid/Proposal No. **17-014**

Clerk Tracking No. 2017-00063

Project Name: **Time Specific Palm Trimming**

THIS AGREEMENT (the "Agreement") is made and entered into this **17th day of May 2017** by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Innovative Environmental Services, Incorporated**, a Florida Corporation, located at: **25 Little Harbor Way, Deerfield Beach, Florida 33441** (the "CONTRACTOR").

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 an **(ITB) Invitation to Bid No. 17-014** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of 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 the CONTRACTOR are generally described as **Time Specific Palm Trimming** 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 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, registration, 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. The 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 employee 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 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 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 that regulate or have jurisdiction over the Project or the services to be provided and performed by the 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 the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws including those requirements set out in ARTICLE FIVE, below.

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 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 that 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 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 Projects assigned to this Agreement and **shall be performed from October 1, 2017 through September 30, 2020** with the mutually agreed upon option between the CITY and CONTRACTOR of two (2) one-year renewals. 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.

3.5 Liquidated Damages: 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 must be completed by the contract dates specified within the Notice to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount of \$250.00 per day will be assessed.

3.6 Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check one)

XXX prior to commencement of work, will be recorded in the public records of the County

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$188,785.00 in a Fiscal Year** 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.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequests@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address:

same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY upon completion of the contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**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, all 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. The 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 days 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:

Innovative Environmental Services, Inc.

25 Little Harbor Way
Deerfield Beach, Florida 33441
Attention: **Craig Conway**, Director of Operations
FEI/EIN Number: On File

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 assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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.

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**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20th Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

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.


END OF ARTICLE PAGE

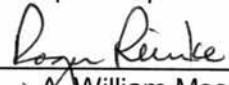
IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

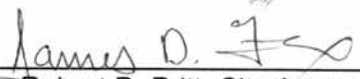
CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: 
Patricia L. Rambosk, City Clerk

By:  Acting City Manager
For: A. William Moss, City Manager

Approved as to form
and legal sufficiency:

By: 
Robert D. Pritt, City Attorney

CONTRACTOR:

INNOVATIVE ENVIRONMENTAL SERVICES, INC.
25 Little Harbor Way
Deerfield Beach, Florida 33441
Attention: **Craig Conway**, Director of Operations

CONTRACTOR:


Witness

LINDSAY TOFFEY
Witness Printed Name

By: 

Printed Name: CRAIG CONWAY

Title: DIRECTOR

FEI/EIN Number: On File
Florida Corporation

(FL)

(CORPORATE SEAL)

EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Issued Addendum(s) and Vendor's Submittal of (ITB) Invitation To Bid No.17-014, titled Time Specific Palm Trimming herein referenced and made a part of this Agreement.

END OF EXHIBIT A

PROJECT CONDITIONS

1. Length of Contract

Contract will begin on October 1, 2017, and expire on September 30, 2020. Contract may be extended for two 12-month periods based on the mutual agreement of both parties.

The City intends to accept the lowest and best bid submitted. In addition to cost, the City will also consider and weigh the experience, qualifications, and reputation of each bidder.

The City reserves the right to award each bid to a Primary and Secondary Contractors and/or by section, group, or individual species to separate and independent Contractors. The Contract, when executed, shall be deemed to include the entire agreement between the parties; the Contractor shall not base any claim for modification of the Contract upon any prior representation or promise made by representatives of the City or other persons.

The successful Bidder or Bidders, unless otherwise specified by the Contract Services Manager, shall furnish and assume full responsibility for all materials, supervision, equipment, labor, transportation, and tools for the completion of the work. Supervision must be on site and speak English. Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. Contractor shall follow specific means, method, techniques, sequence, or procedure of the trimming as indicated or required by the Contract Documents, or Contract Services Manager. Contractor shall provide competent, qualified personnel to perform work as required by the Contract Documents. During the trimming the Contractor shall keep the work areas free from accumulation of waste materials, rubbish, and debris resulting from the work. The Contractor shall not block the passage on any street or roadway without prior arrangements having been made with the Parks/Parkways Superintendent or designee. Contractor shall restore to the original condition all property altered by the trimming. Plywood shall be used when necessary to prevent ruts and property damage.

All hazardous trees and/or hazardous conditions shall be reported to the Parks/Parkways Superintendent or designee immediately. This would be any situation that could cause injury to people or damage to property.

2. Protection of Public and Private Property

The CONTRACTOR shall exercise all necessary caution to protect all public and private property from injury or damage caused by the CONTRACTORS operations. The CONTRACTOR shall accept all responsibility for personal injury and property damage claims, and shall hold harmless the CITY OF NAPLES and its employees from any and all claims arising out of the performance of this contract.

Any practice obviously hazardous in the opinion of the CITY REPRESENTATIVE shall be immediately discontinued by the CONTRACTOR upon receipt of either written or oral notice to discontinue such practice. The CONTRACTOR shall comply with all OSHA and other Federal 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 CITY REPRESENTATIVE and the CITY POLICE and FIRE DEPARTMENTS and other agencies having jurisdiction over the street to be closed. 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.

3. Traffic Control

Contractor will be required to furnish Maintenance of Traffic Certification at bid opening. 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 trimming operation.

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.

4. Barricades

Adequate barricades and warning devices shall be placed properly to warn vehicles of the work site. "Men Working" signs are to be placed five hundred feet (500') before work site adjacent to both lanes of traffic. Orange cones are required around the vehicles adjacent to paved road. Flagmen must be used if one lane of a two-lane road is closed.

5. 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. The contractor must display certificate of competency number on every vehicle used in the performance of his work. Any practice obviously hazardous in the opinion of the City Representative shall be immediately discontinued by the Contractor upon receipt of either written or oral notice to discontinue such practice. 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 City Representative and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

6. Observance of Laws, Ordinances and Regulations

The CONTRACTOR at all times during the term of this contract shall observe and abide by all federal, state, and local laws which in any way affect the conduct of the work and shall comply with all decrees and orders of courts of competent jurisdiction. The CONTRACTOR shall comply fully and completely with any and all applicable state and federal statutes, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment.

7. Protection of Overhead Utilities

Tree trimming and 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 should occur, and shall be responsible for all claims for damage due to his operations. The CONTRACTOR shall make arrangements with the utility for removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in, conducting the operations of this contract. If the CONTRACTOR has properly contacted the utility in sufficient time to arrange for the required work by the utility, delays encountered by the CONTRACTOR in waiting for the utility to complete its work shall not be the responsibility of the CONTRACTOR.

8. Working Hours

The CONTRACTOR will be allowed to schedule his normal work hours between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday, and will dedicate the required crews to complete the trimming in provided time frame. Work

during other hours will be allowed only on an emergency basis and as authorized by the Contract Services Manager.

9. 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. All debris shall be removed daily.

10. Insurance

Successful Contractor is to provide proof of insurance. The City of Naples will be named as additional co-insured. A 30-day cancellation notice to the City is required. An outline of the insurance requirements is included elsewhere in this bid invitation. Successful contractor shall submit, with their bid, a copy of Collier County Contractors License and Workers Compensation as they relate to tree work for both hardwood and palm trees.

11. Hold Harmless

The successful Contractor(s) agree(s) to hold harmless and indemnify the City of Naples for any claims arising out of the Contractor's actions, including legal fees incurred.

12. Conduct

The Contractor and his employee's 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. The contractor will require his employees to follow all procedures and behave in a manner, as would an employee of the City of Naples. Employees of the contractor will dress appropriately and equipment must be clearly marked as to identify the company name.

13. Scheduling of Work

The City will provide schedules for all work performed. The City will have the right to alter said schedules and/or provide schedules on a daily basis due to events or projects that may conflict or require immediate attention.

This trimming work will be scheduled as follows:

<u>Species</u>	<u>Estimated Quantity</u>	<u>Required Schedule</u>
Coconut Palms	2958	October 1 - November 30
Canary Island Dates	18	December 1 - December 14
Medjools	19	December 1 - December 14
Coconut Palms	2958	April 1 - May 31
Sabal Palms	1242	June 1 - July 14
Chinese Fan	45	June 1 - July 14

The successful bidder must have the crews to meet the above trim schedule.

14. Liquidated Damages

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 must be completed by the contract dates specified. Should Contractor fail to complete the project within this timeframe, daily liquidated damages in an amount of \$250.00 per day shall be assessed.

15. Safety

The Contractor will be responsible for using the proper safety equipment whenever work is being performed on the medians, i.e., cones, flashing arrows, safety vests, etc.

16. Payment Requests, Invoices and Work Reports

Payment requests should be submitted weekly. Invoices should be submitted at the beginning of each week with a detailed description of the work performed the proceeding week. The successful bidder(s) will meet with Contract Services Manager and set up billing schedules prior to the start of work. The goal will be for a weekly billing system or after the completion of separate tasks.

17. Non-Performance

The City reserves the right to cancel the contract with 7 days written 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.

18. Quality Control

The Contractor's supervisor shall provide and maintain, throughout the contract period, a properly documented quality control program designed to ensure that the contracted services are provided at all times. The City shall provide to the Contractor a daily work schedule of trees to be trimmed. The Contractor shall include daily supervision and inspections of all work performed. Within 24 hours of all tree trimming, the Contractor shall conduct an on-site inspection of the trees to ensure the trimming meets the contract specifications. Following a satisfactory inspection, the Contractor shall notify the Contract Services Manager that the street trees have been properly trimmed. The Contract Services Manager shall then inspect all trees trimmed in a timely manner.

19. Property Damage

Any damage to City owned right-of-way, property, or plant material and any private property damaged during trimming will be reported to the Contract Services Manager immediately and repaired by the Contractor within three (3) working days. Damage can include but is not limited to tire ruts, cracked sidewalks, broken lamp posts, etc.

20. Prohibited Equipment

The CONTRACTOR shall not allow any person to use shoes with spikes, spurs, climbing irons or any other footwear, which may cause injury to the trees being trimmed under the terms of this contract.

21. Storm Recovery

In addition, the contractor will be required to provide at least 1 tree trimming crew to the City immediately following any emergency (windstorm, hurricane, etc.) to act as its tree clearing representative and a total of 2 crews no later than 24 hours after emergency re-entry begins. A crew is defined as two or more staff, bucket truck, chipper, and all other equipment needed to get the task done.

22. Rejecting Defective Work

The Contract Services Manager will have the authority to disapprove or reject work which he/she believes to be unacceptable work and not in accordance with

Contract Documents. The Contractor within three (3) working days from notification must correct work deficiencies and/or problems pointed out by the Contract Services Manager. If work has been rejected, Contractor shall correct all defective work and bear all costs to correct the defective work. If the Contractor fails 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; this may result in the City withholding part or all payments due to the Contractor. Parks and Parkways Superintendent will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed.

23. Location of Work

The trees to be trimmed are located on City owned properties, right-of-ways, medians, beach ends, parks, cul-de-sac, City government buildings, and parking lots. The Contractor shall have, as part of the company fleet or the ability to rent, a self-propelled boom lift for trimming in tight areas and areas with weight limits such as our US 41 medians and City parks. The City will determine and provide direction for when this equipment must be used.

24. Clean Up

All debris generated by the trimming operations shall be removed from the work site immediately after trimming and disposed of properly and in accordance with local, state and federal laws. The Bidder will be expected to provide a price per tree for complete work, which would include trimming as described in the contract documents and debris removal.

25. Estimated Annual Expenditure

The City expects to spend \$845,000 for hardwood and palm tree trimming annually.

PALM TREE TRIMMING SPECIFICATIONS

1. General Objective

The objective of this Section is to set a standard by which City Palm trees owned are to be trimmed.

2. Scope of Services

The palm-trimming contract will bind the contractor to the City daily until the contract is complete.

Contract Services Manager may authorize minor variations in the trimming of trees from the requirements of the Contract Documents, which do not involve an adjustment in contract price and are consistent with the overall intent, which could be hazards, aesthetics, maintenance cleanup, or health of the trees.

3. Requirements

The successful contractor must have an English speaking, Certified Arborist on site at all times to offer supervision and/or guidance on the work to be performed, who is familiar with the trimming of palms as it relates to nutrient problems and their effect on the tree. The contractor must also provide a trimmer licensed with the ANSI Certified Line Clearance designation since the scope of services will include removal of limbs from electric service lines, transformers and poles.

4. Size of Palms

Palms that do not exhibit any trunk wood will not be trimmed under this contract. Palms may vary in height and may require trimming heights of sixty feet. Contractor will have equipment to meet these requirements.

5. Trimming

Palms must be trimmed according to ANSI A300 pruning specifications. All palms will be trimmed to reflect a 9:00 to 3:00 appearance. No palms will be trimmed higher. Any and all exotic growth or growth not of the same species shall be removed from the palm.

6. Quality/Guarantee

Careless trimming can lead to "nicks" or cracks in remaining fronds. The Contractor will be responsible for removing fronds that drop or fall due to improper pruning for a period of 45 days after the palm has been trimmed.

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated below in Exhibit B, which is attached and made part of this Agreement.

Retainage: (N/A) Not applicable to this Agreement.

BID SCHEDULE - PALM TRIMMING

<u>Common Name</u>	<u>Botanical Name</u>	<u>Cost Per Palm Per ANSI A300</u>
Canary Island Date Palm	Phoenix canariensis	20.
Chinese Fan Palm	Livistonia chinensis	25.
Coconut Palm	Cocos nucifera	25.
Medjool Date Palm	phoenix dactylifera	10.
Sabal Palm	Sabal palmetto	30.

Company Name: Innovative Environmental Services, Inc.
 EIN: 20-2767567
 Email: Craig.Conway@innovenvironmental.com
 Name and Title of individual completing this schedule:
Craig Conway Director of Operations
 (Printed Name) (Title)
 x [Signature] 03-25-2017
 (Signature) (Date)

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ☐ NO ☒
 If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		<input checked="" type="checkbox"/>	
Is there an additional charge for credit card payment?		<input checked="" type="checkbox"/>	NA
Discount for early payment?		<input checked="" type="checkbox"/>	
Prompt payment terms: % Days; Net 30 Days		<input checked="" type="checkbox"/>	NA

END OF EXHIBIT B

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 authorized 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 **Director of Operations of the Innovative Environmental Services, Inc.**, company ("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 4TH day of MAY, 2017.

By: _____

