

**CITY OF NAPLES, FLORIDA**  
**AGREEMENT**  
**(SERVICES)**

**Bid/Proposal No.**                    **ITB No. 20-054**

**Clerk Tracking No.**    2020-00114

**Project Name:**                    **Fertilization of Foxtail Palms and Ficus Trees**

THIS AGREEMENT (the "Agreement") is made and entered into this 2<sup>nd</sup> day of September 2020 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **The F.A. Bartlett Tree Expert Company**, a Connecticut Corporation authorized to do business in Florida that is located at: **3800 Prospect Avenue; Naples, Florida 34119** (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 **Invitation To Bid No. 20-054** 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 **Fertilization of Foxtail Palms and Ficus Trees** 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 which 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 (NTP)** from the CITY for all or any designated portion of the Projects assigned to this Agreement and **shall be performed from October 1, 2020 through September 30, 2023** 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: Not applicable to this Agreement.

3.6 Bond: Is not applicable to this Agreement.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed in **FY2021 at \$67,726.00** and will not to exceed the Department's Adopted Budget 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:PublicRecordsRequest@naplesgov.com; Address: 735 8<sup>th</sup> 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: **Charles T. Chapman IV**, 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:

The F.A. Bartlett Tree Expert Company  
3800 Prospect Avenue; Naples, Florida 34119  
Attention: **Carol Kijek**, Secretary of the Corporation                      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 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

#### **ARTICLE FIFTEEN APPLICABLE LAW**

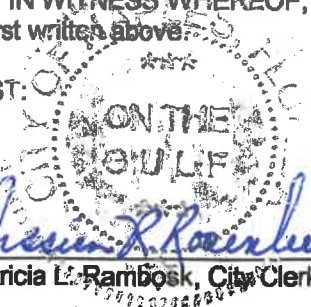
15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this 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:



By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

CITY:

CITY OF NAPLES, FLORIDA,  
A Municipal Corporation

By: Charles T. Chapman IV  
Charles T. Chapman IV, City Manager

Approved as to form  
and legal sufficiency:

By: James D. Fox  
James D. Fox, City Attorney

CONTRACTOR:

THE F.A. BARTLETT TREE EXPERT COMPANY  
3800 Prospect Avenue  
Naples, Florida 34119  
Attention: Carol Kijek, Secretary of the Corporation

CONTRACTOR:

Martha Carford  
Witness

Martha Carford  
Witness Printed Name

By: Carol A. Kijek

Printed Name: Carol A. Kijek

Title: Secretary of the Corporation

FEI/EIN Number: On File  
A Connecticut Company (CT)

(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), two (2) and Vendor's Submittal of (ITB) Invitation To Bid No.20-054, titled Fertilization of Foxtail Palms and Ficus Trees all herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**City of Naples, FL**  
**ITB No. 20-054**  
**Fertilization of Foxtail Palms and Ficus Trees**

**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PROJECT DESCRIPTION/ SCOPE OF WORK:**

The purpose of this Invitation to Bid (ITB) is for the City of Naples to obtain prices from qualified vendors to provide all labor, materials, equipment and incidents required for the fertilization of City-owned Ficus (Cuban laurel) trees and Foxtail Palms

**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.

**C. CONTRACT MANAGEMENT:**

The City Arborist and/or his/her authorized representative will serve as the City's Project Manager.

**D. LICENSES AND PERMITS:**

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.

At a minimum, vendors must submit the following:

1. A Tree Contractor or Landscape Contractor License; and be certified and/or qualified to **apply fertilization to trees and palms** as described in the Project specifications.
2. Green Industries Best Management Practices (BMPs) certificate of completion offered by University of Florida IFAS Extension Service.
3. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
4. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
5. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

**E. INSURANCE**

The City's General Insurance Requirements on page 10 apply.

**F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS**

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors and material suppliers intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

**G. PROTECTION OF WORK, PROPERTY AND PERSON**

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

**H. CONDUCT**

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

**I. 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 standards while working on City, County, or State roads as a sub-contractor of the City.

**J. DISPOSAL OF DEBRIS**

The awarded vendor(s) must dispose of all debris and other materials gathered from the described work in compliance with all applicable federal, state, and local regulations.

Remove leftover materials, trash, debris, from project site and surrounding areas daily.

**K. SCHEDULING OF WORK**

1. All work will be performed from Monday to Friday between the hours of 7:30am to 5:30pm unless prior approval has been obtained from the Project Manager.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Project Manager within two working days of written notification, by the Project Manager.

**L. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

1. Invoices must cite the purchase order number, the bid number and must be submitted after work is completed with a detailed description of the work performed.
2. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

**M. 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 awarded vendor(s) until correction is made.

**N. QUALIFICATIONS**

The Contractor must be licensed with a minimum of five (5) years of experience in commercial landscape installation on similar projects. All bidders must provide a listing of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

**O. INSPECTION**

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor comply with the Invitation to Bid to meet these requirements.

The Project Manager will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. Project Manager may authorize minor variations from the requirements by written notification of the Contract Documents.

## **P. REJECTING DEFECTIVE WORK**

The City Arborist and/or his/her authorized representative will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. The City Arborist and/or his/her authorized representative 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 immediately of unacceptable work. If work has been rejected; contractor must correct all defective work within 2 days of notification. The contractor will 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, with the contractor to bear all costs to correct the defective work.

## **Q. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY**

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

## **R. PROTECTION OF OVERHEAD UTILITIES**

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor must protect all utilities from damage, will

immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The contractor must 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 will not be the responsibility of the contractor.

#### **S. 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 will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

## **TECHNICAL SPECIFICATIONS**

The following specifications are intended as a guideline for fertilizer application for City-owned trees and palms located in the parks, medians and right-of-ways. Treatments must be conducted in a manner that all fertilization shall be performed in compliance with ANSI A300 standards and to the following specifications to insure both efficacy as well as public and plant safety. In addition, applications of fertilization must be made according to label directions in order to minimize environmentally adverse effects.

Various City trees are showing signs of deficiencies which reduce their aesthetic value and result in loss of vigor and gradual decline. Tree species to be treated are the Ficus (Cuban laurel) trees and Foxtail palms; the City may add or request services to other species.

Treatment will be Sub-surface liquid fertilizer injection. Sub-surface liquid fertilization will be conducted using any product that is labeled for the treatment method and approved by the City.

The City of Naples is requiring the bidding vendors to provide the product(s) that they will utilize and dosage that will be utilized. The bidding vendors will also attach the label of the product being utilized with bid documentation.



**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**

<p><b>NOTIFICATION DATE:</b>  <b>7/21/2020</b></p>	<p><b>SOLICITATION TITLE:</b>  <b>Fertilization of Foxtail Palms and Ficus Trees - ITB</b></p>	<p><b>SOLICITATION NUMBER:</b>  <b>20-054</b></p>	<p><b>BID OPENING DATE &amp; TIME:</b>  <b>8/7/2020 2:00PM</b></p>
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**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

**The following answers to written submitted questions:**

1. Bidding company must have a Tree Contractor or Landscape Contractor license in addition to spray and fertilization license?

**ANSWER: Vendor must hold license for spray and fertilization with State of Florida and license or business tax certificate to perform work in Collier County.**

2. Are there any guidelines for the Safety Zone requirements?

**ANSWER: Vendor is responsible for safe work areas and MOT. There will not be any lane closures or road closures for this operation allowed. Operation is expected to be a moving operation allowable under MOT guidelines.**

3. Only sub service liquid fertilization injections are allowed as treatment options?

**ANSWER: Correct.**

4. Are you looking for any additional treatments to be included in the treatment like boron or merit?

**ANSWER: No.**

5. How many time per year do you want treatments?

**ANSWER: We estimate Foxtail palms to be done twice a year and ficus to be done annual with half of the inventory one year and half the next.**

6. Please provide the location map for all of the trees, or a list of the street locations so it can be added to the Addendum.

**ANSWER: Please reference attached Exhibit A and digital copy located on the City at <https://naples.maps.arcgis.com/apps/webappviewer/index.html?id=9b66e0fbcc4f488688d72b6b5a41fbf9>**

**Exhibit A - Tree Location Map**

**###**

**IMPORTANT MESSAGE**

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



*The blue dots are the trees or palms included in this bid.*

**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 2**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
7/24/2020	Fertilization of Foxtail Palms and Ficus Trees - ITB	20-054	8/7/2020 2:00PM

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

**The following answers to written submitted questions:**

1. Do you please have a list off addresses or a map that shows where each tree is located? This will greatly help in preparing what materials and how many men will be needed to service the Median and Roadways according to OSHA standards. It will also help us determine the time required to service, and thereby effect pricing?

**ANSWER: Please reference posted addendum 1.**

2. Do you have a service schedule for each of the trees? Including # of palms/Ficus, location of palms/Ficus, and dates of service for each?

**ANSWER: Service schedules are provided with Notice to Proceed to awarded contactor.**

3. Are there any trees in which treatment will require roads to be shut down?

**ANSWER: Please reference posted addendum 1.**

4. Per the Collier County Website, is there any Lane Closure Fees? Or are the City rules and regulations different?

**ANSWER: Please reference posted addendum 1.**

5. Per the Collier County Website, does the city require present personnel having MOT Certification, or any other similar certifications? Or are the City rules and regulations different?

**ANSWER: Operations must meet all MOT requirements for type and road.**

6. Does the City or the County require that we fill out any 'Right-of-Way' or Median Applications or pay any associated fees to perform this work?

**ANSWER: There are no permits required by the City to complete this work.**

**IMPORTANT MESSAGE**

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

7. Does the City or the County require that we apply for any permits for work on the 'Right-of-Way' or Median, or pay any associated fees to perform this work?

**ANSWER: There are no permits required by the City to complete this work.**

8. Does the vendor need to send a 'Right-of-Way' or Median work plan to the City for approval, prior to beginning work?

**ANSWER: No, work schedule does need to be approved by project manager.**

9. Collier County requires that High-visibility clothing or vests with retro-reflectorized striping must be worn at all times by all employees working within Collier County Rights-of Way. Does the City have similar or additional requirements?

**ANSWER: Operations must meet all OSHA requirements for type and road.**

10. How much notice, if any, is required for us to inform the City of Lane Closures. Who do we inform?

**ANSWER: Please reference posted addendum 1.**

11. Are there certain time restrictions in which certain trees can be treated, based on their location?

**ANSWER: The City may require specific schedules.**

12. Does the City require proof of MOT certification?

**ANSWER: Yes.**

13. Can palms or Ficus be granular fertilized when applicable, or do you require Sub-surface liquid fertilization?

**ANSWER: Please reference posted addendum 1.**

14. Can palms or Ficus be Trenched when applicable, or do you require Sub-surface liquid fertilization?

**ANSWER: Please reference posted addendum 1.**

15. Is there a requirement for fertilizer used? Brand and Type? I see in previous bids you had requested '8-0-12+4MG w/minors'. Are you looking for the same for this bid?

**ANSWER: See bid specifications – The City of Naples is requiring the bidding vendors to provide the product(s) that they will utilize and dosage that will be utilized. The bidding vendors will also attach the label of the product being utilized with bid documentation.**

16. In the previous bid document for this bid on the Naples Website it states that "Traffic Control – Successful bidder must have a Maintenance of Traffic MOT certified employee on the crew at all times, a copy of the certificate supplied with the bid proposal. All MOT requirements shall be the responsibility of the successful bidder". Is this still required? I did not see this on the current bid document.

**ANSWER: See response to questions 5 and 12.**

**IMPORTANT MESSAGE**

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

17. Instead, this bid document states that "Permitting may be required for all or part of the requested work. The contractor will also be responsible for obtaining permits. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work." Can you please offer some guidance here. Reference materials to look to make sure we are compliant with city regulations and have the required certifications and complete the 'Right-of-Way' or Median works correctly. We have visited (<https://www.naplesgov.com/streetsstormwater/page/right-way-permitting>) But there is a lot of information. Hoping for clarification.

**ANSWER: See response to questions 5 and 12.**

18. Soil samples are not required, correct?

**ANSWER: Correct.**

19. Does the City require a certain number of employees to be present, in total, to complete "Right-of-Way" or Median work? Do the city require a 'Flagger' to be present?

**ANSWER: See response to questions 5.**

20. How much money was paid in the last year for the scope of service?

**ANSWER: Purchase orders were opened in the amount of \$90,574.**

21. Is blocking lanes to complete treatment of Right-of-Ways to be done per our discretion, or is it required by the City?

**ANSWER: Please reference posted addendum 1.**

22. Do you have a sample of the contract, that way we can make sure we are compliant?

**ANSWER: The information you requested can be found on the City website at <https://www.naplesgov.com/purchasing/page/17-009-tree-and-palm-subsurface-liquid-fertilization-itb>**

23. Does the City have any Safety Requirements to be completed during the service of Medians and "Right of Ways"? In terms of uniform, signs, method of blocking traffic, safety equipment on board, etc. Or do they only defer to OSHA instruction?

**ANSWER: See response to questions 5 and 9.**

**###**

**IMPORTANT MESSAGE**

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



**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.

**SCHEDULE OF VALUES**  
**RFP 20-054**  
**Fertilization of Foxtail Palms and Ficus Trees - ITB**

**FOXTAIL PALMS**

Item Number	Calliper	Estimated Quantity	Price Per Palm	Total Price
1	Less than 10"	273	\$ 18.00	\$ 4,914.00
2	From 10" to 20"	516	\$ 20.00	\$ 10,320.00
3	From 21" to 36"	5	\$ 30.00	\$ 150.00
4	<b>FOXTAIL PALMS TOTAL</b>			<b>\$ 15,384.00</b>

**FICUS TREES**

4	Less than 10"	4	\$ 18.00	\$ 72.00
5	From 10" to 20"	62	\$ 20.00	\$ 1,240.00
6	From 21" to 35"	182	\$ 30.00	\$ 5,460.00
7	From 36" to 72"	349	\$ 90.00	\$ 31,410.00
8	From 73" to 106"	96	\$ 140.00	\$ 13,440.00
9	From 107" to 150"	4	\$ 180.00	\$ 720.00
10	<b>FICUS TREES TOTAL</b>			<b>\$ 52,342.00</b>
<b>GRAND TOTAL (ITEM 4 + ITEM 10)</b>				<b>\$ 67,726.00</b>

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	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		x	
Is there an additional charge for credit card payment?		x	
Discount for early payment?		x	
Prompt payment terms: % Days; Net 30 Days		x	

Company Name: The F.A. Bartlett Tree Expert Company

EIN: 06-0254490

Email: matt.smith@bartlett.com

Name and Title of individual completing this schedule:

Carol Kijek

Secretary of the Corporation

(Printed Name)

(Title)

x [Signature]  
(Signature)

8/5/2020

(Date)

City of Naples

20-054 Fertilization of Foxtail Palms and Ficus Trees - ITB

**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 **Secretary of the Corporation of The F.A. Bartlett Expert 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 26th day of August, 2020.

By:   
Carol A. Kijek, Secretary of the Corporation