



**CITY OF BELLE ISLE,
FLORIDA**
1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

**Invitation to Bid
Tree Removal, Stump Removal, Tree Trimming and
Emergency Debris Removal Annual Services**

The City of Belle Isle will receive sealed bids until 2:00 p.m. Thursday, November 8, 2018 at the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, FL 32809 where the bids will be publicly opened and read.

This invitation to bid is to provide all labor, materials, equipment, supervision, transportation, and associated insurance required to provide annual tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for the City along the City roadway, rights of way, and public spaces.

Instructions to bidders and other contract documents are available free of charge at the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, FL 32809, phone 407-851-7730 or yquinceno@belleislefl.gov.

The City of Belle Isle is an Equal Opportunity/Affirmative Action Employer. Women, Minorities and Disabled Persons are encouraged to apply

The City of Belle Isle reserves the right to reject any and all bids and to waive informalities.

Publish in the Orlando Sentinel: Two issues beginning October 2, 2018.



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Invitation to Bid

Tree Removal, Stump Removal, Tree Trimming and Emergency Debris Removal Annual Services

SCOPE OF WORK

The City of Belle Isle is seeking proposals from qualified firm(s) to provide all labor, materials, equipment, supervision, transportation, and associated insurance required to provide annual tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for the City in accordance with all specifications, terms and conditions herein.

1. ANNUAL MAINTENANCE PROGRAM

a) The Contractor shall perform urban forest maintenance services in accordance with the statement of work described herein and all applicable American National Standards Institute (ANSI) and International Society of Arboriculture (ISA) standards at various sites. The work performed on this contract includes some or all of the following: tree pruning, removal, stump grinding, root pruning, and maintenance of trees. The work is routine, recurring and usual.

b) The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and hold the necessary certifications or credentials as described herein for that position. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

2. EMERGENCY RESPONSE PROTOCOL

a. The Contractor is required to have a Project Manager available by telephone on a twenty-four (24) hour basis that is assigned to provide direct and prompt attention to requests from the City for emergency and after-hours tree service requests.

1). The Contractor shall acknowledge tree related emergency calls during normal business hours of operation and after-hours within fifteen (15) minutes of the initial call by the City.

2). The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation shall not exceed sixty (60) minutes.

3). The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation shall not exceed two (2) hours.

4). In the event of a disaster or emergency, the Consultant shall service the City first and be on-call to provide all support services necessary to insure the safety and well-being of all residents and visitors to the City.

3. WORK QUALITY AND GENERAL STANDARDS

All work performed by Contractor shall comply with good arboreal practice for the particular species of trees being trimmed. It shall be the responsibility of the Contractor to provide all equipment, labor, and materials as necessary to perform the work described in this RFP in a safe, efficient and legal manner. This shall include the use of proper knowledge, skills, materials and equipment to maintain the work areas in a clean, safe, healthy, and acceptable manner during the entire term of this contract. The Contractor shall furnish tree maintenance services by qualified tree care professionals and qualified crews to provide tree pruning and removal services.

The City's designated representative shall determine if the Contractor has met all trimming requirements, and payment shall not be made by the City for trimming that is not in accordance with the above standards.

Prior to beginning the work, the Contractor shall review with the City's designated representative the various methods, tools and work scheduling to be used on the specific project to be undertaken.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City's designated representative for determination of action, as soon as it is discovered. When working on a tree, the Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and for the removal of sucker growth from tree trunks.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 7:00 PM.

The Contractor's quality of work for all trimming of trees shall be such that if a tree has been trimmed within the last twenty-four (24) months, and there is an issue such as a limb drop, dead branches, etc., the Contractor will respond as directed by the City's designated representative (whether emergency or standard response) at Contractor's own expense.

A work zone shall be established and maintained for each tree trimming or other operations. The Contractor shall use all appropriate methods used in the field of tree trimming and tree maintenance for establishing and maintaining such work zone. No person other than members of the Contractor's work crew may be allowed to enter such work zone. If any person enters such work zone, the Contractor shall immediately cease all work and operation of all equipment until the work zone is clear.

The scope of work included has been prepared to describe the standard of quality, performance, and other characteristics needed to meet City requirements. Tree pruning, removal, and maintenance services shall be performed consistent with and according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

4. CONTRACT TERM

Unless earlier terminated as allowed for in the Draft General Services Agreement (Attachment 1), the awarded contract term is three (3) years, effective from the date of execution of the contract, with the City's option to extend the contract on the same terms for two (2) additional one (1) year periods. The City shall not be required to provide "cause" or any reason whatsoever should the City elect not to renew, unless the City notifies Contractor in writing at least sixty (60) days before the end of the initial term or any extended term of its intent to terminate the agreement at the conclusion of the initial term or any extension. The unit price of the Contract may be adjusted each year using the Orlando Consumer Price

Index, All Urban Consumers, as published by the US Department of Labor, Bureau of Labor Statistics for the US Southeast Area.

5. RFP TIMELINE

RFP Advertised	October 2, 2018
Proposal Due Date	November 8, 2018
Bid Award	Scheduled for November 20, 2018
Commencement of Contract	NLT December 3, 2018

6. PROPOSAL FORMAT

Proposals are to be submitted in envelopes clearly marked with the Contractor's name, address, and phone number. Proposal packages, including two **signed copies** of the proposal, are to be submitted to the City on or before Thursday, October 2, 2018, 3:30 p.m. Proposals received after the stated deadline shall not be accepted. Proposal packages are to be delivered to:

Yolanda Quiceno, City Clerk
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809

Proposals shall include the following items, submitted in **two complete signed copies**:

a. Cover Letter

- i. The name, address and phone number of the Contractor's contact person for the remainder of the selection process.
- ii. Any qualifying statements or comments regarding the proposal, Contractor's approach to the work, and any the information responsive to the criteria specified in this RFP for tree pruning, removal and maintenance services.
- iii. Identification of subcontractors and their responsibilities (if any).

b. Statement of Qualifications

- i. The Contractor is to submit a statement of qualifications for the services specified in this RFP using the forms provided in **Attachment 3– Bidders Statement of Qualifications Form**.
- ii. Contractor shall be licensed to do business in the State of Florida. Both Contractor and all subcontractors shall have a State registration number.
- iii. Contractor shall provide proof of commercial general and automobile liability insurance, as specified in Section 5 "Insurance" of the attached Agreement.

c. Cost: The Contractor is to submit a detailed cost proposal for all services and materials anticipated in completing the project using the forms provided in **Attachment 4 – Cost Proposal Form**.

7. SELECTION PROCESS

It is the City's intent to select the Contractor with the best combination of qualifications and cost proposal. The proposals received by the City will be reviewed by a committee comprised of City staff that may include other technical experts. The committee will rank the proposals based upon the materials submitted by the proposing Contractors. Contractors are encouraged to keep their proposals brief and relevant to the specific work required. The City will open agreement negotiations with the top ranked Contractor(s). The successful Contractor(s) will be expected to enter into the attached **General Services Agreement (Attachment 1)**.

8. EVALUATION CRITERIA

The City may request a Contractor to submit additional information pertinent to the RFP. The City also reserves the right to investigate and rely upon information from other available sources in addition to any documents or information submitted by the Bidder. The City retains the sole discretion to determine issues of compliance and to determine whether a bidder is responsive and responsible. The City will determine a Contractor's quality, fitness and capacity to perform projects satisfactorily. The City's decision on qualification will be based on the evaluation of several factors including but not limited to the following:

- Demonstrated Experience on comparable projects
- Experience of Key Personnel
- Project References
- Licensing and Registration requirements
- Cost Proposal

9. Questions

Questions about this Request for Proposals should be submitted by email to **Bob Francis, City Manager** at bfrancis@belleislefl.gov throughout the bid period, but no later than October 25, 2018 at 5:00 p.m.

Responses to all questions will be posted to the City's website at <http://www.cityofbelleisle.org> by 5 p.m. on October 26, 2016.

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ATTACHMENT 1

GENERAL SERVICES AGREEMENT BETWEEN THE CITY OF BELLE ISLE AND

This agreement for General Services ("Agreement") is entered into on _____ (the "Effective Date") between the CITY OF BELLE ISLE, a municipal corporation, with offices located at 1600 Nela Avenue, Belle Isle, Florida 32809 ("City") and _____ ("Contractor") a corporation organized and existing under the laws of the State of Florida and holding a certificate of authority to do business in the State of Florida.

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Contractor agrees to perform all services described in the Scope of Services, attached as Exhibit A, which is incorporated herein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

- 1.1 Term of Services.** This Agreement shall begin on the Effective Date and shall end three (3) years from the date this Agreement was signed by City, unless the term of the Agreement is otherwise terminated or modified, as provided for herein. The City has the option to extend the contract on the same terms for two (2) additional one (1) year periods.
- 1.2 Standard of Performance.** Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.
- 1.3 Assignment of Personnel.** Contractor shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 Termination.** City may cancel this Agreement at any time and without cause upon sixty (60) days written notification to Contractor. In the event of termination, Contractor shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; City, however, may condition payment of such compensation upon Contractor delivering to City documents and records identified in Section 10.1 of this Agreement.

Section 2. COMPENSATION. City hereby agrees to pay Contractor for the Scope of Services, pursuant to the fee schedule attached as Exhibit B, which is incorporated herein.

- 2.1. Invoices.** Contractor shall submit invoices once a month, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Contractor shall have thirty (30) days after the completion of work to invoice City for all amounts due and outstanding under each governed by this Agreement. In the event, Contractor fails to invoice City for all amounts due within such thirty (30) day period; Contractor shall waive its right to collect payment from City.
- 2.2 Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 Reimbursable Expenses.** No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services (Exhibit A) and in the fee schedule (Exhibit B).

2.4 Payment of Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. CHANGES AND EXTRA SERVICES.

3.1 Provided that City gives reasonable advance notice to Contractor, City may propose in writing changes to Contractor's work within the Scope of Services described. If Contractor is of the opinion that any proposed change causes an increase or decrease in the cost, or a change in the schedule for performance, of the services, Contractor shall notify City in writing of that fact within five (5) days after receipt of written proposal for changes. Contractor may also initiate such notification, upon identifying a condition which may change the Scope of Services as agreed at the time of execution of this Agreement covering such Scope of Services. When and if City and Contractor reach agreement on any such proposed change and its effect on the cost and time for performance, they shall confirm such agreement in writing as an amendment to this Agreement. In the event the Parties cannot reach agreement as to the proposed change, at the City's sole discretion, Contractor shall perform such work and will be paid for labor, materials, equipment rental, etc., actually used to perform the work.

3.2 City shall not be liable for payment of any changes under Section 3.1, nor shall Contractor be obligated to perform any such changes, except upon such written amendment or supplement; provided that if, upon City's written request, Contractor begins work in accordance with a proposed change, City shall be liable to Contractor for the amounts due with respect to Contractor's work pursuant to such change, unless and until City notifies Contractor to stop work on such change.

Section 4. PROJECT SITE. Contractor shall perform the Services in such a manner as to cause a minimum of interference with City's operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. City will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor's sole risk. City may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by City shall be solely as an accommodation and City shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any City owned equipment and property provided by City for the performance of Services. City shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

Section 5. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Contractor, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

5.1 Workers' Compensation. If Contractor employs any person, Contractor shall maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Contractor with limits of not less than One Million Dollars (\$1,000,000.00) per accident.

5.2 Commercial General and Automobile Liability Insurance. Contractor shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles. The City shall be named as an additional insured and insurance shall provide primary coverage with respect to the City by written endorsement to the policy.

5.3 General Liability/Umbrella Insurance. The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

5.4 All Policies Requirements.

5.5.1 Verification of Coverage. Prior to beginning any work under this Agreement, Contractor shall, at the sole option of the City, provide City with (1) certified Certification of Insurance that demonstrates compliance with all applicable insurance provisions contained herein; and (2) upon request by the City, complete certified copies of all policies and/or complete certified copies of all endorsements that demonstrate compliance with this Section 5.

5.5.2 Notice of Reduction in or Cancellation of Coverage. A certified endorsement must be attached to all insurance obtained in accordance with this Agreement stating that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

5.6 Waiver of Subrogation. Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors.

Section 6. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

6.1 Contractor shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the City and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Contractor. Contractor will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

Section 7. STATUS OF CONTRACTOR. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent.

Section 8. LEGAL REQUIREMENTS.

8.1 Governing Law. The laws of the State of Florida shall govern this Agreement.

8.2 Compliance with Applicable Laws. Contractor and any subcontractors shall comply with all laws applicable to the performance of the work in connection with this Agreement.

8.3 Licenses and Permits. Contractor represents and warrants to City that Contractor and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

8.4 Nondiscrimination and Equal Opportunity. In compliance with federal, state and local laws, Contractor shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Contractor under this Agreement.

Section 9. MODIFICATION.

9.1 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

9.2 Assignment. Contractor may not assign this Agreement or any interest therein without the prior written approval of the City.

9.3 Subcontracting. Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of the City. Where written approval is granted by the City, Contractor shall supervise all work subcontracted by Contractor in performing the Services; shall be responsible for all work performed by a subcontractor as if Contractor itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Contractor from any of its obligations under this Agreement with respect to the Services; and Contractor is obligated to ensure that any and all subcontractors performing any Services shall be fully insured in all respects and to the same extent as set forth under Section 5, to City's satisfaction.

9.4 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination of this Agreement.

9.5 Options upon Breach by Contractor. If Contractor materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:

9.5.1 Immediately terminate the Agreement;

9.5.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Contractor in accordance with this Agreement;

9.5.3 Retain a different Contractor to complete the Services not finished by Contractor;

9.5.4 Charge Contractor the difference between the costs to complete the work at the time of breach and the amount that City would have paid Contractor in accordance with Section 2 if Contractor had completed the Work.

Section 10. KEEPING AND STATUS OF RECORDS.

10.1 Records Created as Part of Contractor's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Contractor prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the City.

10.2 Contractor's Books and Records. Contractor shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor to this Agreement.

10.3 Confidential Information and Disclosure. During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Contractor understands that City is a public City and is subject to the laws that may compel it to disclose information about Contractor's business.

Section 11. WARRANTY.

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement.

In addition to all other rights and remedies which City may have, City shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor's failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from City, replace or repair the same to City's satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be new and best of kind.

11.2 Contractor hereby assigns to City all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

Section 12. HEALTH AND SAFETY PROGRAMS. The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all City site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to City upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by City. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 City, or their representatives, shall periodically monitor the safety performance of the Contractor working on the Project. All Contractors and their subcontractors shall be required to comply with the safety and health obligations as established in the Agreement. Non-compliance with safety, health, or fire requirements may result in cessation of work activities, until items in non-compliance are corrected. It is also expressly acknowledged, understood and agreed that no payment shall be due from City to Contractor under this Agreement at any time when, or for any Services performed when, Contractor is not in full compliance with this Section 10.

12.5 Contractor shall immediately report any injuries to the City site safety representative. Additionally, the Contractor shall investigate and submit to the City site safety representative copies of all written accident reports, and coordinate with City if further investigation is requested.

12.6 Contractor shall take all reasonable steps and precautions to protect the health of their employees and other site personnel with regard to their Scope of Services. Contractor shall conduct occupational health monitoring and/or sampling to determine levels of exposure of its employees to hazardous or toxic substances or environmental conditions. Copies of any sampling results will be forwarded to the City site safety representative upon request.

12.7 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.8 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

12.9 Contractor shall, at the sole option of the City develop and provide to the City a Hazardous Material Spill Response Plan that includes provisions for spill containment and clean-up, emergency contact information including regulatory agencies and spill sampling and analysis procedures. Hazardous Materials to include diesel fuel used for trucks owned or leased by the Contractor.

Section 13. MISCELLANEOUS PROVISIONS.

13.1 Attorneys' Fees . If a Party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that Party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

13.2 Venue. This Contract shall be governed by and construed in accordance with the laws of the State of Florida. Any claim, action, suit or proceeding between City and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Orange County for the State of Florida or, if the claim, action, suit or proceeding must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Florida.

13.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.

13.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

13.5 Contract Administration. This Agreement shall be administered by the City Manager or his designee, who shall act as the City's representative. All correspondence shall be directed to or through the representative.

13.6 Notices. Any written notice to Contractor shall be sent to:

[CONTRACTOR'S NAME, ADDRESS]

Any written notice to City shall be sent to:

Bob Francis, City Manager
City of Belle Isle
1600 Nela Ave.
Belle Isle, FL 32809

13.7 Integration; Incorporation. This Agreement, including all the exhibits attached hereto, represents the entire and integrated agreement between City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. All exhibits attached hereto are incorporated by reference herein.

13.8 Alternative Dispute Resolution. If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

Each Party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the City.

CITY OF BELLE ISLE

CONTRACTOR

Date: _____

Date: _____

Bob Francis, City Manager

[NAME, TITLE]

Attest:

Yolanda Quiceno
City Clerk

Approved as to Form:

Kurt Ardaman
City Attorney

ATTACHMENT 2

Technical Specifications

I. GENERAL REQUIREMENTS

A. Management Philosophy

The Contractor shall take a pro-active approach in correcting problems within the Contractors' span of responsibility and control. Other problems and suggestions for improvements, both short and long term, must be submitted promptly to the City for appropriate action.

B. Public Image and Etiquette

Contractor employees shall wear company uniforms, which consist of long pants and shirts with company name on the shirt. When needed, the Contractor's staff will utilize rain gear, rain boots, safety shoes, and other high visibility and protective equipment. All contracted employees while on the site shall exhibit a clean, neat professional appearance. Contractor's equipment and vehicles shall also be professional in appearance, exhibit the company name and phone number, and be well maintained for safe operation.

C. Hours of Operation

The Contractor shall conduct operations to the hours between 7:00 AM and 7:00 PM, except during emergency services during the life of the contract. The use of power equipment or other work close to residential areas that results in noises shall *not be permitted before 7:00 AM*. Any exception shall only be authorized with prior approval of the City Representative.

D. Public Trees

The Contractor shall comply with all provisions of the Belle Isle Municipal Code (BIMC) regarding work to be performed on street trees and public trees (See Belle Isle Municipal Code, Section 48-63.).

E. Repairs and Corrective Actions

Contractor shall communicate to the City Representative any tree maintenance and non-tree maintenance related hazards encountered while on site. Work requests related to citizen requests or reported hazards to Contractor that require scheduling with the City's Representative will be prioritized dependent on each request after notification to the City. Immediate response may be necessary.

Any private property or City property damaged or altered in any way during the performance of the work under this contract shall be reported promptly to the City's representative, and shall be rectified in an approved manner back to its former condition, prior to damage, at the Contractor's expense within 72 hours.

Any hazardous conditions noted, or seen, by the Contractor that has occurred by any means other than during the performance of the Contractor's work, whether by vandalism or any other means, shall be promptly reported to the City's Representative. The Contractor is responsible for securing any immediate hazards with caution tape, safety cones, and/or barricades until a City Representative arrives to the location.

F. Safety

Contractor agrees to perform all work outlined in the Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but not limited to, full compliance with the terms of the applicable O.S.H.A. and ANSI Z133 Safety Requirements at all times so as to protect all person, including contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property.

Contractor shall cooperate fully with City in the investigation of any accident, injury or death occurring on city property, including a complete written report thereof to the City Representative within twenty-four (24) hours following the occurrence.

G. Traffic

1. Maintaining Traffic: If traffic is to be detoured over a centerline, detour plans must be submitted and approved by the City prior to starting work. Police and Public Works shall be notified at least 24 hours in advance of any work which will interfere with the normal flow of vehicular or pedestrian traffic.

It shall be the Contractor's responsibility to arrange with the City Representative for traffic control and police assistance, if required. Barricades can be provided by the City for pickup and return by the contractor. Arrangements for signs and barricades can be made by verbal or written request to the City Representative five working days in advance of the need for signs and barricades.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the City Representative public traffic will be better served and the work expedited. Such deviation shall not be adopted until the Manager has indicated his written approval.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

2. Traffic Controls for Lane Closure: If a lane closure is necessary in order to do the work, it shall be coordinated through the Belle Isle Police Department. The provisions in this Section will not relieve the Contractor from his responsibility to provide such measures as may be necessary to ensure public safety.

Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices paid for the various items of work and no separate payment may be made thereof.

H. Adjacent Properties

Adjacent property and improvements shall be protected from damage and intrusion at all times during the execution of the work embraced herein. Any damage to adjacent properties shall be repaired or replaced by the Contractor at his expense and no payment will be allowed thereof. Work shall be carried out in a manner to avoid all conflicts with operations on adjacent properties and access to adjacent properties.

I. Differing Site Conditions

During the progress of the work, if latent physical conditions are encountered at the site differing materially from those indicated in the contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract are encountered at the site, the party discovering such conditions shall promptly notify the City in writing of such specific differing conditions before they are disturbed and before the affected work is performed.

Upon notification, the City Representative will investigate the conditions, and if the City Representative determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of the work under the contract, an adjustment, excluding loss of anticipated

profits, will be made and the contract modified in writing accordingly. The City Representative will notify the Contractor of his determination whether or not an adjustment of the contract is warranted. No contract adjustment which results in a benefit to the Contractor will be allowed unless the Contractor has requested such in writing. No contract adjustment will be allowed under provisions specified in this section for any effects on unchanged work.

J. Monthly Progress Reports

The Contractor shall provide monthly progress reports with the monthly invoices. These reports are to include the following information: Description of work performed, tree location (street address and side), tree species, dbh and tree condition.

K. Payment and Inspection

Payment will be made for work satisfactorily completed as called for in this contract. The City's Representative shall inspect and notify the Contractor of any unsatisfactory work. Unsatisfactory work shall be corrected within 24 hours. Contractor or Contractor's representative shall meet with a representative from the City at least once every 2 weeks of scheduled work during the life of this contract to inspect work performed.

Full compensation for conforming to the work of these specifications shall be considered as included in the contract unit prices, or the proposed hourly rates and material markup, and no further payment may be made thereof.

The contract unit prices and payments shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in completing the work as specified herein, and as directed by the City.

Contractor shall invoice City on a monthly basis in a form approved by the City Representative. Invoicing shall include a detail of costs for work performed during the payment period, a summary of current invoice amounts, previous payments, and total payments to date. Contractor shall submit the Monthly Progress Report as part of the invoice submittal process

L. Adjustment in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

M. Hourly Rates for Work Not Included in Technical Specifications

During the agreement term, City may request Contractor to perform work not listed in the Technical Specifications. The Contractor offers the specified labor categories at the indicated hourly rate for these additional services. Hourly rates shall include all direct and indirect costs. For labor not listed below which is needed to perform additional work, the hourly rate shall be agreed upon between the City and Contractor before additional services are performed.

II. SPECIFIC REQUIREMENTS

A. Tree Pruning

Tree pruning removal and maintenance services shall be performed according to the most current editions of the following benchmark standards:

1. American National Standards Institute (ANSI) A300 Pruning Standards
2. ANSI Z133.1 Safety Standards
3. ISA Best Management Practices: Tree Pruning

To ensure that pruning is appropriate for the species and tree/site conditions, it is important to have a clear understanding of the specific needs of the tree and the objectives for pruning. Pruning objectives include the following:

- Improve structural strength and reduce failure potential
- Provide clearance for pedestrians, vehicles, structures and low voltage utilities
- Improve safety and security for residents and visitors
- Repair structural damage from wind loading
- Improve aesthetic characteristics
- Reduce maintenance costs
- Prevent or mitigate a pest problem

Standard 1: All pruning cuts shall conform to ANSI A300 standards (Part 1: Pruning). Do not make flush cuts or leave branch stubs. Cuts shall be made outside the branch collar in a manner that promotes callous growth to cover wounds.

Standard 2: Not more than 25% of the crown shall be removed within an annual growing season. The percentage of foliage removed shall be adjusted according to age, health, and species considerations.

Standard 3: Pruning equipment shall be sharp, clean and sized appropriately for the pruning cut. Chainsaws shall not be used to remove branches 2" or less in diameter. Avoid the use of any pruning and climbing equipment that may cause damage to bark tissue. Spikes (climbing spurs) shall not be used for climbing trees unless the tree is being removed. Pruning tools shall be treated with a disinfectant (such as Lysol) when pruning trees infected with a pathogen that may be transmitted (on tools) from one tree to another of the same species. Disinfectants should be used before and after pruning individual trees.

Standard 4: All persons engaged in tree pruning shall be familiar with each of the pruning types. Selection of the pruning type(s) shall be based on pruning objectives. Refer to publication ISA Best Management Practices Tree Pruning for descriptions of pruning types. Clearance pruning that does not comply with Standard 2 shall be conducted only by direct approval of the City Manager.

Standard 5: Heading cuts shall not be used when pruning mature trees, except in very limited cases with approval from the City Arborist. Whenever possible, use reduction cuts to reduce height and branch removal cuts (thinning cuts) to reduce branch end weights. When reduction and branch removal cuts are not possible (such as when interior lateral branches are not present) and tree hazard potential is high, then heading cuts may be needed, but their use should be minimized.

Standard 6: Clearance pruning shall be defined as to provide the following distances:

- i. Roadway- not less than 16' from road surfaces
- ii. Sidewalk- not less than 8' from sidewalk surfaces
- iii. Building- not less than 8' from vertical building surfaces
- iv. Roofs and street lights- not less than 10' from building roof surfaces or street lamps.
- v. Utility and telecom drop lines- not less than 2' or sufficient clearance to prevent service interruption and vascular tree growth onto wires.

Standard 7: Wildlife Protection: Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City's designated representative. At no time shall any nest or wildlife be removed from its location. In the event that wildlife is accidentally displaced, the Contractor shall notify the City representative for assistance.

B. Description of Work

The Contractor shall provide pricing to the City for the following work descriptions that will be used during the contract period by the City and the Contractor:

1. Pruning for Structure: Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. It is used on young and medium aged trees to help engineer a sustainable trunk and branch arrangement. It is used on large maturing trees to reduce certain defects and space main branches along one dominant trunk. This pruning type can be summed –up in the phrase: subordinate or remove codominant stems. This practice can limit the failure potential of included branch attachments. The maximum diameter of reduction cuts will be specified in consultation with the City Arborist prior to such work. Structural pruning is also the foundation for the following pruning types.
2. Pruning to Raise: Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians and views. Live crown remaining shall be no less than 66% when raising is completed; some structural pruning is considered by the City to be part of this pruning. Clearance objectives are specified above in Tree Pruning Standard 6.
3. Pruning to Clean: Crown Cleaning or cleaning out is the removal of dead, diseased, detached and broken branches ½" or larger. This type of pruning is done to reduce the risk of falling branches and to reduce the risk of decay spreading into the tree from dead or dying branches. Cleaning is the preferred pruning method for mature trees. Cleaning removes branches with cracks that may be prone to fail. Care must be used to avoid stripping live branches and foliage from the interior of the tree crown. This practice which is known as "lion tailing" is unacceptable. The location and diameter of branches to be removed may be specified in consultation with the City Arborist prior to this work.
4. Pruning to Reduce: Crown Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This is done to minimize risk of failure, to reduce height or spread, to clear vegetation form buildings, structures or utilities. Crown reduction shall be accomplished with reduction cuts to a viable lateral stem, not with heading cuts. While reducing the tree crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and pruning outside branch bark collar to avoid the onset of decay at cut sites.
5. Pruning to Restore: Crown Restoration is the selective removal of branches, sprouts and stubs from trees that have been previously topped, severely headed, lion tailed or otherwise damaged. One to three sprouts are selected for retention on trees with many sprouts originating at the tips of branches. Location and percentage of sprouts are specified.
6. Grid Pruning consists of pruning four (4) or more trees located in close proximity, at the same address or at nearby street addresses. The term is used to reflect an economy of scale when pruning trees in one location and shall be reflected with bid pricing reduced from the single tree pruning bid price.

7. Emergency Response consists of a two person crew, an aerial lift truck and chipper and follows the terms described in F. below. Hourly rate shall be based on one direction of travel time.

C. Tree and Stump Removal

Tree removal consists of the removal of the above ground portion of a hardwood tree or palm tree. Stump removal consists of the removal of the tree root crown and tree roots to a depth of 18" or until roots are no longer encountered and distances of at least 24" from the outer circumference of the tree stump or until roots are no longer encountered.

1. The Contractor shall comply with all general specifications standards described herein.
2. The price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
3. The City is responsible for marking trees for removal so that they are easily identified for utility locator and the Contractor. The City or Contractor shall be required to utility contact locator services at least 2 working days prior to stump grinding.
4. The Contractor shall notify the City's designated representative in writing of any condition that prevents the removal of a tree and/or the removal of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root removal begins.
5. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree: **A. Tree Pruning, Standard 7**, above
6. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized up to but limited to the cost of the replacement.
7. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. The Contractor will be held liable for loss of control incidents and shall pay for all damages and associated costs.
8. If and when used, cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City. Crane operators shall be certified by the National Commission for the Certification of Crane Operators (NCCCO) and shall display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City beyond the unit price for the work being performed (e.g., the price for tree removal).
9. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, the Contractor shall not drop logs or trunks as to create undue noise or shock impact related damages to public and/or private property.
10. The Contractor shall be responsible for the repair of any private property including any irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

D. Public Noticing of Tree Pruning or Removal Operations

The City shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of City approved door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

E. Clean up and Debris Disposal

Contractor shall clean all job sites when work is completed and/or daily, including the removal of leaves, twigs, etc. from the lawns, street gutters, sidewalks and roadways and the sweeping or blowing of streets. Each day's scheduled work shall be completed and cleaned up and only under City approved emergency circumstances may any brush, leaves, debris or equipment be left on the street overnight. The City Manager or his authorized representative shall be the sole judge as to the adequacy of the cleanup.

Wood waste generated from tree removals may be chipped into pure wood chips with an even uniform size. Diseased trees shall not be commingled with regular trees in the creation of wood chips. The disease-free chips shall be dumped and spread in specified locations in the City at the direction of the City's designated representative. It is the responsibility of the Contractor to appropriately dispose of diseased trees. Wood and branches not suitable for chipping may be dumped at a waste disposal site. All attempts will be made to make tree branches produced as a result of the Contractor's operations under this contract reused, recycled, and/or transformed.

F. Emergency Response

The Contractor *will* be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call. Contractor shall be required to provide a twenty-four (24) hour emergency phone number upon award of contract.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall include all labor, tools equipment, disposal fees and necessary materials.

G. Licensing, Certification and Labor

All firms submitting proposals must hold a valid State Florida Contractor's License. Licenses must be in good standing for the previous two (2) consecutive years without any official unresolved record of complaints registered or filed with the Board or Florida Department of Consumer Affairs.

All proposing contractors must comply with the *Prevailing Wage* terms. The Contractor shall be subject to the following minimum requirements, skills, abilities and knowledge:

- Demonstrated knowledge of industry standard tree care and related operations.
- Demonstration of a high level of stability and long term high quality performance of the Contractor.
- Current licenses for operation of equipment utilized by operating employee.
- Contractor shall have OSHA certification of aerial equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of bid proposals.
- Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
- Mechanical ability to make required operator adjustments to the equipment being used.
- Knowledge of safety regulations as they relate to tree care and traffic control.
- At all times during contracted tree maintenance activities, the firm shall have work crews on site that have a foreperson who can effectively communicate with residents and receive and complete instructions given by City staff and proper authorities.

H. Equipment

1. Included in the contract bid the Contractor shall provide a list of equipment and machinery to be used for this project, including make, year, serial number and license numbers and contractor shall provide current OSHA certification of aerial equipment to be used throughout the term of this project.
2. It will be the responsibility of the Contractor to provide all equipment and labor as necessary to perform the work described in these documents in a safe, efficient, aesthetically pleasing, and legal manner. The Contractor shall at all times furnish and maintain sufficient equipment as necessary to perform the work of this contract. Such equipment shall be subject to the inspection and approval of the City's Representative. If the contractor is unable to consistently provide the necessary equipment to perform the work, it may be considered a breach of this contract.
3. The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, and the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

I. Record Keeping

The Contractor shall provide a record of work performed either in a format that is acceptable to the City. Special consideration will be given to contractor's that can keep records in programs such as TreeKeeper7, Arbor Access or Excel. *The Contractor will specify the format type in the proposal.*

The record shall include the street address, street side, tree species, dbh, and a brief description of work performed. The record shall be kept current within 3 business days of work. Tree/site specific backup data containing these same fields in an Excel spreadsheet shall accompany the invoicing for the work period.

Option for price proposal: Record general tree health condition and a pre- and post- service photo.

J. Accident Investigation

Any duty-related incident which results in any personal or property injury shall be reported to the City's designated representative within one (1) hour by the Contractor. The Contractor shall cooperate fully with the City in the investigation of any incident, injury or death occurring on City property including a complete written report submitted by the Contractor to the City's designated representative, or assignee, within twenty-four (24) hours following the occurrence.

Should any structure or property be damaged during a permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and the City's designated representative within one (1) hour. The Contractor shall make all arrangements for repairs to damaged property within forty-eight (48) hours, except utility lines, which shall be repaired the same working day. The Contractor shall be solely responsible for contacting all utilities, neighboring property owners, and contractors required to complete such repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City as applicable. Any damage caused by the Contractor shall be repaired or restored by the Contractor at the Contractor's expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the City.

Special attention shall be made to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and in order to avoid damage. Any damage that occurs must be repaired on the same day that the damage occurs. The Contractor may self-perform

such work on irrigation systems upon approval and acceptance of such work by the City's designated representative.

K. Inspections

The City's designated representative shall be furnished with every reasonable means for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. The Contractor may be required to provide the City's designated representative, with an advance written schedule of all daily tree maintenance operations and work locations.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this RFP. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment. Any work found to be unacceptable by the City will be noted in writing to the Contractor. Upon receipt of notice of any deficiencies, the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at the Contractor's expense.

L. Identification and Reporting of Hazards

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City's designated representative. Any defective or weakened trees shall be reported to the City's designated representative. The Contractor will be responsible for providing the City with the location and height of the uplifted sidewalks as part of the GIS mapping inventory. This information will be updated, at a minimum, on a weekly basis.

M. Cleanup of Green Waste and Debris

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain nor shall any member of the public be allowed into the work area. Under no circumstances shall any member of the public be allowed to collect, salvage, or remove any brush, limbs, logs or other debris from the work area.

N. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

- Defective, unsatisfactory or inadequate work not corrected.
- Claims filed or reasonable evidence indicating probable filing of claims.
- Failure of the Contractor to make proper payments to subcontractors or for materials or labor.
- A reasonable doubt that the awarded contract can be completed for the balance unpaid.
- Property damage that resulted from an incident.

O. Definitions

The following words, terms and phrases have the meanings ascribed to as follows:

Lowest responsible bidder. In addition to price, the "lowest responsible bidder" will be determined by consideration of the following factors:

- (1) The quality, availability and suitability of the supplies, equipment or services to the particular use required.
- (2) The ability, capacity and skill of the bidder to perform the service required.
- (3) Whether the bidder has the financial resources and facilities to perform or provide the service promptly, or within the time specified, without delay or interference.
- (4) The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- (5) The bidder's record of performance or previous contracts or services, including compliance by the bidder with laws and ordinances relating to such contracts or services.
- (6) The ability of the bidder to provide future maintenance and service for the use of the equipment or materials to be purchased.
- (7) The scope of conditions attached to the bid by the bidder.

Most qualified bidder. The "most qualified bidder" will be determined by consideration of the following factors:

- (1) Qualifications, background, and prior experience of the firm in performing services for similar projects.
- (2) Experience, organization, and technical skills to successfully accomplish the project's scope of services and objectives.
- (3) Overall project design and methodology.
- (4) The responsiveness of this RFP to the tasks to be performed as identified in the Scope of Services section.
- (5) The timeliness and speed with which the Bidder can complete the scope of work.
- (6) The comprehensiveness and rationale of the project work plan.
- (7) Past performance on contracts with business or government agencies in terms of quality of work and compliance with schedules. This will be evaluated based on a check of references.
- (8) An evaluation of the approach and related costs.

Non-responsive bidder means an offer, submitted by a bidder, to furnish supplies, equipment or services that are not in conformity with the specifications, delivery terms or conditions or other requirements specified in this RFP.

Non-responsible bidder is a bidder that provides a bid but fails to demonstrate their capacity (financial or otherwise) to provide the supplies, equipment or service as specified in this RFP.

Professional services means those services provided by an individual, firm, partnership, or corporation as an independent contractor and which are of a technical and/or unique nature which require persons who are exceptionally qualified by education or experience to perform administrative, technical or advisory services which do not involve the delivery of a specific end product other than reports, plans, documents or specifications. By way of illustration but not limitation, the following services are considered as professional: general management consulting, personnel consulting, architecture, accounting, land surveying, landscape architecture, law, medicine, engineering, and research, studies of government operations and procedures and training. Services exempt from this definition include various types of testing services, real estate appraisers, equipment repair specialists, janitorial services and security service.

Responsible bidder means a bidder who submits a responsive bid and who is not only financially responsible, but also possesses the resources, judgment, skill, ability, capacity and integrity requisite and necessary to perform the awarded contract according to its terms.

Responsive bid means a proposal, submitted by a responsible bidder, to furnish supplies, equipment or services in conformity with the specifications, delivery terms and conditions and other requirements specified in this RFP.

Services means any and all services, including but not limited to the repair or maintenance of equipment, machinery and other property. This term does not include services rendered by City officers or employees or architectural or other professional services which by their nature do not lend themselves to normal competitive procedures.

INSTRUCTION TO BIDDERS
Tree Removal, Stump Removal, Tree Trimming and
Emergency Debris Removal Annual Services

Bidders shall submit their bid on the Bid Proposal Forms included in these specifications. All spaces shall be filled in.

Each bid **must** be submitted in a sealed envelope addressed to the Office of the City Clerk, 1600 Nela Avenue, Belle Isle, FL 32809. The envelope shall bear on the outside the name of the bidder and his address and be marked "**Tree Services**" as a sealed bid with the date and time of the bid opening.

The City may waive any informalities or minor defects or reject any or all bids. Any bid may be withdrawn prior to the scheduled time for the opening of the bids. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of opening thereof. Should there be reason why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City and the Bidder.

Bidders must satisfy themselves of the conditions as stipulated in the Agreement. After the bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the Agreement.

The Contract Documents contain the provisions required for this contract. Information obtained from an officer, agent, or employee of the City or any other person shall not affect the risk or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

The City may make such investigations as he deems necessary to determine the ability of the Bidder to provide the service, and the Bidder shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any bid if the evidence submitted by, or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to furnish the product contemplated herein.

A conditional or qualified bid will not be accepted.

Award will be made to the lower responsible Bidder. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over this Agreement shall apply to the Contract throughout.

Each Bidder is responsible for reading and being thoroughly familiar with the Bid Documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.

The low Bidder shall supply the names and addresses of major material suppliers and subcontractors upon request of the City. The contractor shall be experienced with similar projects. Examples of previous work shall be supplied upon request.

The Bidder must acknowledge receipt of all Addenda on the form and in the spaces provided in these documents.

Bids may be modified by Fax. The City of Belle Isle City Clerk's Fax number is (407) 240-2222. The Fax must be signed by the person who signed the original bid and must be received by the City Clerk at least one hour prior to bid opening. DO NOT reveal the actual bid amounts in the Fax.



CITY OF BELLE ISLE, FLORIDA

1600 Nela Avenue
Belle Isle, Florida 32809
(407) 851-7730 • FAX (407) 240-2222
www.cityofbelleislefl.org

Tree Removal, Stump Removal, Tree Trimming and Emergency Debris Removal Annual Services

Bid Proposal Form

To: City Manager
1600 Nela Avenue
Belle Isle, FL 32809

- 1) The undersigned hereby certifies that the undersigned has personally examined the specifications for supplying all labor and equipment necessary to perform the required tree removal, stump removal, tree trimming and emergency debris removal services on an as needed basis for the City along the City roadway, rights of way, and public spaces. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the City in the form included in this document to complete all work as specified or indicated in the Request for Proposals and within the Contract Time indicated in this Bid and in accordance with the document.
- 2) The Bidder certifies that they have investigated the requirements to do business in the jurisdiction where the project is located, and that they are either qualified to do business or will obtain such pre-qualification before award of the contract.
- 3) The Bidder accepts all of the terms and conditions in this document including, without limitation, those dealing with the disposition of Bid Security (if applicable). This Bid will remain open for 60 days after the day of the Bid Opening. The Bidder will sign the Agreement and other documents required by the Contract Documents within 10 days after the date of City's Notice of Award.
- 4) In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - a) The Bidder has examined copies of all Contract Documents and the following addenda:

Date: _____

Number: _____

- b) The Bidder has examined the site and locality where the work is to be performed and the conditions affecting cost, progress or performance of the work and has made such independent investigations as the Bidder deems necessary.
- c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation or solicited any other Bidder to submit a false or sham Bid and the Bidder has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the City.

5) BIDDER will complete the Work for the prices listed on the cost proposal.

The term of the contract will be for three (3) years from the date of the agreement. The City has the option to exercise two (2) one-year renewals on the same terms and conditions of the original contract with the exception of the contract price, which will be adjusted by the Consumer Price Index of the Southern States.

The undersigned hereby declares that they have carefully examined the Request for Proposals and will complete the tree services according to the specifications herein.

By: _____
Individual's Name - Signature

Individual's Name – Printed

doing business as _____ (business name)

License No.: _____

Business Address: _____

Business Phone No.: _____

Business Fax No.: _____

Email: _____

Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____

Street Address: _____

City, State and Zip: _____

Telephone No.: _____

Fax No.: _____

Email: _____



**RESPONSE TO: RFP Tree Removal, Stump Removal, Tree Trimming
and Emergency Debris Removal Annual Services
for the City of Belle Isle**

**ATTN: Bob Francis, City Manager
1600 Nela Avenue. Belle Isle, FL 32809**

I acknowledge receipt of any/all Addenda: _____

I have included:

- Cost Proposal
- References
- Drug Free Workplace Form
- Public Entity Crime Form
- Non Collusion Affidavit
- Hold Harmless Agreement
- Certificates of Insurance

Mailing Address:

_____ TELEPHONE: _____

_____ FAX: _____

_____ DATE _____

BY signing and submitting this proposal, I am certifying that (a) I am authorized to submit the proposal and execute the personal services agreement; (b) I am a citizen of the United States; (c) I am not a member or an employee of any taxing authority; and (d) I do not represent any property owner in an administrative or judicial review of property tax issues.

Signature of Respondent

Witness

Cost Proposal

The proposal prices are to include and cover the furnishing of all labor, materials, equipment, fees, taxes, incidentals, and overhead necessary to perform the work described in the Technical Specifications section of this RFP (**Attachment 2**). The proposer affirms that in the event they are awarded a contractor they assure that all work will be performed in the specified manner and under the terms and conditions specified at the prices listed below:

<u>Item Description</u>	<u>Cost per service</u>
Record tree health, Pre/Post photos	\$
Individual Tree Removal by DBH	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
<i>Above 36 "</i>	\$
Stump Removal by Stump Diameter	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
<i>Above 36 "</i>	\$
Single Tree Pruning for Structure (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Single Tree Pruning to Raise (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Single Tree Pruning to Clean (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$

<u>Item Description</u>	<u>Cost per service</u>
Single Tree Pruning to Reduce (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Single Tree Pruning to Restore (dbh)	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Full (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Full (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Raise (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
Tree Pruning Grid Restore (dbh)*	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$

<u>Item Description</u>	<u>Cost per service</u>
Removal of Root Ball	
<i>Small 6-14 inches</i>	\$
<i>Medium 15 - 25 inches</i>	\$
<i>Large 26 - 36 inches</i>	\$
<i>Above 36 "</i>	\$
<u>Item Description</u>	<u>Cost per service</u>
Crew Rental and Emergency Services	Total Cost/Hour
Fully equipped crew as defined. Includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markups	
Straight Time	
4 Man Crew with Equipment	\$
3 Man Crew with Equipment	\$
2 Man Crew with Equipment	\$
Overtime/Weekends/Emergency After Hour Call Out	
4 Man Crew with Equipment	\$
3 Man Crew with Equipment	\$
2 Man Crew with Equipment	\$
Other Services (Optional)	
Conduct Public Tree Inventory	\$
Emergency debris hauling (per cubic yard)	\$

*Any grouping of four (4) or more trees in close proximity to one another (an approximate 100 yard radius), shall be priced as grid trimmings even when off the regularly scheduled grid plan.

Mark-Up on Materials not included in Technical Specifications

Contractor will charge City the actual invoice of materials used for any additional work plus a fee of _____ percent (%).

Adjustments in Scope or Quantity of Work

The City reserves the right to increase or decrease quantities of work included by the Technical Specification or to delete entire proposal items from the proposal schedule, either before execution of the agreement or during the agreement term. If related services are desired by City which are not covered by the Technical Specifications or by the hourly rate schedule, the fee shall be negotiated and a written work order issued accordingly by the City. Contractor shall not be entitled to compensation for additional services unless a prior written work order has been executed describing the work and specifying the compensation thereof.

Submission of bid and signature of representative of Contractor below shall bind Contractor to perform stated services at the Unit Prices specified for duration of the term of the awarded contract

CONTRACTOR

Company Name of Bidder

Authorized Signature

Date

Print Name

Title

Social Security or Taxpayer ID Number

References

Please provide current references for 3 past or existing commercial clients doing similar work to that specified in this RFP.

A. Client _____

Contact Name and Title: _____

Phone Number: _____ Email Address _____

B. Client _____

Contact Name and Title: _____

Phone Number: _____ Email Address _____

C. Client _____

Contact Name and Title: _____

Phone Number: _____ Email Address _____

Drug Free Workplace Certification

Identical or "Tie" Bids:

Preference shall be given to businesses with drug free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug free workplace program shall be given preference in the award process. In order to have a drug free workplace program, a business shall:

- 1) Publish and pass out to each employee a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
- 2) Inform employees about the dangers of drug abuse in the workplace and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Inform employees that the employer must be notified of a violation occurring in the workplace no later than five (5) calendar days after a conviction.
- 4) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employees who is so convicted.
- 5) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

Name (signature)

Date

Name (printed)

Title

Public Entity Crimes – Sworn Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of a period of 36 months from the date of being placed on the convicted vendor list.

Pursuant to Section 287.134(2) (a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity.

This sworn statement by _____
Name and title of business representative

who is authorized to represent _____,
Business name

hereby specifies that neither the entity submitting this statement, nor any officers, directors, executives, partners, employees, shareholders who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Signature

Date

STATE OF FLORIDA
COUNTY OF ORANGE

Personally appeared before me, the undersigned authority, on this _____ day of _____, 20_____.

Notary Public

Commission Date

Non-Collusion Affidavit

I _____ (Respondent) of the firm of _____ (Respondent Firm Name) responded to the notice calling for proposals for Audit Services for the City of Belle Isle. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition.

The Statements contained within this affidavit are true and correct, and made with full knowledge that the City of Belle Isle relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me _____ day of _____, 20____, by (name of person this making statement).

Notary Public

My Commission Expires _____

Hold Harmless Agreement

I _____ (Respondent) agrees to indemnify and hold the City harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFP. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFP (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the City from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me _____ day of _____, 20____, by (name of person this making statement).

Notary Public

My Commission Expires _____

Certificates of Insurance

Please provide certificates of insurance

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