



INVITATION TO BID

22-25

ALLIGATOR CREEK TREE REMOVAL SERVICES

NOTICE

Wednesday, March 26, 2025

NOTICE IS HEREBY GIVEN that sealed bids will be received by the City of Clearwater (City) until **10:00 am, Local Time, on Friday, April 25, 2025** to provide:

The City of Clearwater's is soliciting bids to supplement staff to assist with the cleanup of Alligator Creek.

Bids must be in accordance with the provisions, specifications and instructions set forth herein and will be received by the Procurement Division until the above noted time, when they will be publicly acknowledged and accepted.

Bid packets, any attachments and addenda are available for download at: <https://procurement.opengov.com/portal/myclearwater/projects/157107>.

Please read the entire solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

General, Process, or Technical Questions concerning this solicitation shall be submitted through the City's e-Procurement Portal located at:

<https://procurement.opengov.com/portal/myclearwater/projects/157107>.

All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

This Request for Proposals is issued by:

Lori Vogel, CPPB

Procurement Manager Lori.vogel@myclearwater.com

INSTRUCTIONS

2.1 Vendor Questions

All questions regarding the contents of this solicitation, and solicitation process (including requests for ADA accommodations), shall be submitted through the City's e-Procurement Portal, located at <https://procurement.opengov.com/portal/myclearwater>. Please note the deadline for submitting inquiries. All answers to inquiries will be posted on the City's e-Procurement Portal. Bidders may also click "Follow" on this bid to receive an email notification when answers are posted. It is the responsibility of the bidder to check the website for answers to inquiries.

2.2 Addenda/Clarifications

Any changes to the specifications will be in the form of an addendum. Vendors are required to register for an account via the City's e-Procurement Portal hosted by OpenGov. Once the bidder has completed registration, they will receive addenda notifications to their email by clicking "Follow" on this project. Ultimately, it is the sole responsibility of each bidder to periodically check the site for any addenda at <https://procurement.opengov.com/portal/myclearwater>.

The City cannot be held responsible if a vendor fails to receive any addenda issued. The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City. Failure to acknowledge receipt of an addendum may result in disqualification of a bid.

2.3 Due Date & Time for Submission and Opening

Date: Friday, April 25, 2025

Time: 10:00 am

The City will open all bids properly and timely submitted and will record the names and other information specified by law and rule. All bids become the property of the City and will not be returned except in the case of a late submission. Respondent names, as read at the bid opening, will be posted on the City website. Once a notice of intent to award is posted or 30 days from day of opening elapses, whichever occurs earlier, bids are available for inspection by contacting the Procurement Division.

2.4 Bid Firm Time

Bids shall remain firm and unaltered after opening for 90 days. The City may accept the bid, subject to successful contract negotiations, at any time during this time.

2.5 Bid Submittals

It is recommended that bids are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>. By way of the e-Procurement Portal, responses will be locked and digitally encrypted until the submission deadline passes.

E-mail or fax submissions will not be accepted.

No responsibility will attach to the City of Clearwater, its employees or agents for premature opening of a bid that is not properly addressed and identified.

2.6 Late Bids

The bidder assumes responsibility for having the bid delivered on time at the place specified. All bids received after the date and time specified shall not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in handling of the mail by employees of the City of Clearwater, or any private courier, regardless whether sent by mail or by means of personal delivery. It shall not be sufficient to show that you mailed or commenced delivery before the due date and

time. All times are Clearwater, Florida local times. The bidder agrees to accept the time stamp in the City's Procurement Office as the official time.

2.7 Lobbying; Lobbying No-Contact Period; Questions Regarding Solicitation

From the time a competitive solicitation is posted until such time as the contract is awarded by the city or the solicitation is cancelled, all bidders, offerors, respondents, including their employees, representatives, and other individuals acting on their behalf, shall be prohibited from lobbying city officers, city employees, and evaluation committee members.

Violation of this section may result in rejection/disqualification from award of the contract arising out of the competitive solicitation.

All questions regarding the competitive solicitation must be submitted through the City's e-Procurement Portal, who will respond in writing and post such response to ensure that all respondents receive the same information during the No-Contact Period.

The penalty for violating the No-Contact Period may include suspension or debarment.

2.8 Commencement of Work

If bidder begins any billable work prior to the City's final approval and execution of the contract, bidder does so at its own risk.

2.9 Responsibility to Read and Understand

Failure to read, examine and understand the solicitation will not excuse any failure to comply with the requirements of the solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. If a vendor suspects an error, omission or discrepancy in this solicitation, the vendor must immediately and in any case not later than seven (7) business days in advance of the due date notify the contact listed on this solicitation. The City is not responsible for and will not pay any costs associated with the preparation and submission of the bid. Bidders are cautioned to verify their bids before submission, as amendments to or withdrawal of bids submitted after time specified for opening of bids may not be considered. The City will not be responsible for any bidder errors or omissions.

2.10 Form and Content of Bids

Bids, including modifications, must be certified by an authorized representative and submitted electronically. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The City requires that an electronic copy of the bids be submitted through the City's e-Procurement portal located at <https://procurement.opengov.com/portal/myclearwater>. The bids must provide all information requested and must address all points. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the bids.

2.11 Specifications

Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Alternates will be considered upon demonstrating the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name, product, is on the bidder. The City reserves the right to reject bids that the City deems unacceptable.

2.12 Modification/Withdrawal of Bids

For bids submitted electronically, vendors may use the "Unsubmit Response" button located on the Response Details page of their submission. Responses may be resubmitted once they have been edited or modified as needed.

For mailed in or hand delivered bids, written requests to modify or withdraw the bid received by the City prior to the scheduled opening time will be accepted and will be corrected after opening. Written requests must be addressed and labeled in the same manner as the bid and marked as a MODIFICATION or WITHDRAWAL of the bid.

No oral requests will be allowed.

Requests for withdrawal after the bid opening will only be granted upon proof of undue hardship and may result in the forfeiture of any bid security. Any withdrawal after the bid opening shall be allowed solely at the City's discretion.

2.13 Debarment Disclosure

If the vendor submitting this bid has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the bidder shall include a letter with its bid identifying the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment.

2.14 Reservations

The City reserves the right to reject any or all bids or any part thereof; to rebid the solicitation; to reject non-responsive or non-responsible bids; to reject unbalanced bids; to reject bids where the terms, prices, and/or awards are conditioned upon another event; to reject individual bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, technicalities or form errors in any bid. The City may seek clarification of the bid from bidder at any time, and failure to respond is cause for rejection. Submission of a bid confers on bidder no right to an award or to a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

2.15 Official Solicitation Document

Changes to the solicitation document made by a bidder may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition or specification unless specifically acknowledged and agreed to by the City. The copy maintained and published by the City shall be the official solicitation document.

2.16 Copying of Bids

Bidder hereby grants the City permission to copy all parts of its bid, including without limitation any documents and/or materials copyrighted by the bidder. The City's right to copy shall be for internal use in evaluating the proposal.

2.17 Contractor Ethics

It is the intention of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this

policy rests with each individual who participates in the Procurement process, including Respondents and Contractors.

To achieve this purpose, it is essential that Respondents and Contractors doing business with the City also observe the ethical standards prescribed herein. It shall be a breach of ethical standards to:

- A. Exert any effort to influence any City employee or agent to breach the standards of ethical conduct.
- B. Intentionally invoice any amount greater than provided in Contract or to invoice for Materials or Services not provided.
- C. Intentionally offer or provide sub-standard Materials or Services or to intentionally not comply with any term, condition, specification or other requirement of a City Contract.

2.18 Gifts

The City will accept no gifts, gratuities or advertising products from bidders or prospective bidders and affiliates. The City may request product samples from vendors for product evaluation.

2.19 Right to Protest

Pursuant to Section 2.562(3), Clearwater Code of Ordinances, a bidder who submitted a response to a competitive solicitation and was not selected may appeal the decision through the bid protest procedures, a copy of which shall be available in the Procurement Division. A protesting bidder must include a fee of one percent of the amount of the bid or proposed contract to offset the City's additional expenses related to the protest. This fee shall not exceed \$5,000.00 nor be less than \$50.00. Full refund will be provided should the protest be upheld. No partial refunds will be made.

ADDRESS PROTESTS TO:

**City of Clearwater - Procurement Division
1255 Cleveland St, 3rd FL
Clearwater FL 33755**

or

**PO Box 4748
Clearwater FL 33758-4748**

2.20 Evaluation Process

Bids will be reviewed by the Procurement Division and representative(s) of the respective department(s). The City staff may or may not initiate discussions with bidders for clarification purposes. Clarification is not an opportunity to change the bid. Bidders shall not initiate discussions with any City employee or official.

Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

2.21 Criteria for Evaluation and Award

The City evaluates three (3) categories of information: responsiveness, responsibility, and price. All bids must meet the following responsiveness and responsibility criteria to be considered further.

- A. Responsiveness. The City will determine whether the bid complies with the instructions for submitting bids including completeness of bid which encompasses the inclusion of all required

attachments and submissions. The City must reject any bids that are submitted late. Failure to meet other requirements may result in rejection.

- B. Responsibility. The City will determine whether the bidder is one with whom it can or should do business. Factors that the City may evaluate to determine "responsibility" include, but are not limited to: excessively high or low priced bids, past performance, references (including those found outside the bid), compliance with applicable laws-including tax laws, bidder's record of performance and integrity - e.g. has the bidder been delinquent or unfaithful to any contract with the City, whether the bidder is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified. A bidder must at all times have financial resources sufficient, in the opinion of the City, to ensure performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet and/or any generally available industry information. The City reserves the right to inspect and review bidder's facilities, equipment and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information, or the quality of the information, will result in rejection.

- C. Price. We will then evaluate the bids that have met the requirements above

2.22 Cost Justification

In the event only one response is received, the City may require that the bidder submit a cost proposal in sufficient detail for the City to perform a cost/price analysis to determine if the bid price is fair and reasonable.

2.23 Contract Negotiations and Acceptance

Bidder must be prepared for the City to accept the bid as submitted. If bidder fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject bid or revoke the award, and may begin negotiations with another bidder. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the bidder and the City until the City executes a written contract or purchase order.

2.24 Notice of Intent to Award

Notices of the City's intent to award a Contract are posted to Purchasing's website. **It is the bidder's responsibility to check the City of Clearwater's website at <https://procurement.opengov.com/portal/myclearwater/projects/157107> to view the Procurement Division's Intent to Award postings.**

2.25 ITB Timeline

Dates are tentative and subject to change.

Release ITB:	March 26, 2025
Advertise Tampa Bay Times:	April 2, 2025
Question Submission Deadline:	April 15, 2025, 10:00am
Due Date & Time for Submissions and Opening:	April 25, 2025, 10:00am
Review Bids:	April 25, 2025 - May 6, 2025

Council Authorization:	June 2025
Contract Begins:	June 2025

STANDARD TERMS AND CONDITIONS

3.1 Definitions

Uses of the following terms are interchangeable as referenced: “vendor, contractor, consultant, supplier, proposer, company, persons”, “purchase order, PO, contract, agreement”, “City, Clearwater”, “bid, proposal, response, quote”.

3.2 Independent Contractor

It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor’s employees, not City employees. Accordingly, Contractor and Contractor’s employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers’ compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

3.3 Subcontracting

Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3.4 Assignment

This Agreement may not be assigned either in whole or in part without first receiving the City’s written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

3.5 Successor and Assigns, Binding Effect

This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

3.6 No Third Party Beneficiaries

This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

3.7 Non-Exclusivity

The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

3.8 Amendments

There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

3.9 Time of the Essence

Time is of the essence to the performance of the parties' obligations under this Agreement.

3.10 Compliance with Applicable Laws

- A. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, executive orders, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.
- B. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.
- C. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.
 - 1. As applicable to Contractor, under this provision, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees (hereinafter "Contractor Immigration Warranty").
 - 2. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.
 - 3. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.
 - 4. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration

Warranty. Contractor agrees to assist the City in regard to any random verification performed.

5. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act.

- D. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

3.11 Sales/Use Tax, Other Taxes

Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

The City is exempt from paying state and local sales/use taxes and certain federal excise taxes and will furnish an exemption certificate upon request.

3.12 Amounts Due the City

Contractor must be current and remain current in all obligations due to the City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

3.13 Public Records

In addition to all other contract requirements as provided by law, the Contractor executing this Agreement agrees to comply with public records law.

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 CUSTODIAN OF PUBLIC RECORDS, Rosemarie Call, Phone: 727-444-7151 or Email: Rosemarie.Call@myclearwater.com, 600 Cleveland Street, Suite 600, Clearwater, FL 33755.

The Contractor agrees to comply with the following:

- A. Keep and maintain public records required by the City of Clearwater (hereinafter "public agency" in this section) to perform the service being provided by the contractor hereunder.
- B. Upon request from the public agency's custodian of public records, provide the public agency 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 for in Chapter 119, Florida Statutes, as may be amended from time to time, or as otherwise provided by law.

- C. Ensure that the 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 public agency.
- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- F. The contractor hereby acknowledges and agrees that if the contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.
- G. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.
- H. If a civil action is filed against a contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - 1. The court determines that the contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - 2. At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the contractor has not complied with the request, to the public agency and to the contractor.
- I. A notice complies with subparagraph (h)2. if it is sent to the public agency's custodian of public records and to the contractor at the contractor's address listed on its contract with the public agency or to the contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

A Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

3.14 Audits and Records

Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City.

3.15 Background Check

The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

3.16 Security Clearance and Removal of Contractor Personnel

The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

3.17 Default

- A. A party will be in default if that party: (i) is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement; (ii) is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days; (iii) conducts business in an unethical manner or in an illegal manner; or (iv) fails to carry out any term, promise, or condition of the Agreement.
- B. Contractor will be in default of this Agreement if Contractor is debarred or suspended in accordance with the Clearwater Code of Ordinances Section 2.565 or if Contractor is debarred or suspended by another governmental entity.
- C. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement.
- D. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

3.18 Remedies

The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

- A. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.
- B. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.
- C. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.
- D. Neither party will be liable for incidental, special, or consequential damages.

3.19 Continuation During Disputes

Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

3.20 Termination for Convenience

The City reserves the right to terminate this Agreement at its convenience, in part or in whole, upon thirty (30) calendar days' written notice.

3.21 Termination for Conflict of Interest

The City may cancel this Agreement after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

3.22 Termination for Non-Appropriation and Modification for Budgetary Constraints

The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines, in its sole discretion, that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

3.23 Payment to Contractor Upon Termination

Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

3.24 Non-Waiver of Rights

There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

3.25 Indemnification/Liability

- A. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) the services provided by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with or fulfill the obligations established by this Agreement. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.
- B. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.
- C. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or services.
- D. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

3.26 Warranty

Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. The City's acceptance of service or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If any materials or services are of a substandard or unsatisfactory manner as determined by the City, Contractor, at no additional charge to the City, will provide materials or redo such services until in accordance with this Agreement and to the City's reasonable satisfaction. Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications. If applicable, this paragraph shall be construed in harmony with F. S. § 725.06.

3.27 City's Right to Recover Against Third Parties

Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

3.28 No Guarantee of Work

Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

3.29 Ownership

All deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

3.30 Use of Name

Contractor will not use the name of the City of Clearwater in any advertising or publicity without obtaining the prior written consent of the City.

3.31 FOB Destination Freight Prepaid and Allowed

All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

3.32 Risk of Loss

Contractor agrees to bear all risks of loss, injury, or destruction of goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

3.33 Safeguarding City Property

Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

3.34 Warranty of Rights

Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble, or hindrance from Contractor or third parties.

3.35 Proprietary Rights Indemnification

Without limiting the foregoing, Contractor will without limitation, at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs the City may incur to acquire substitute supplies or services. Nothing contained herein is intended to serve as a waiver by the City of its sovereign immunity, to extend the liability

of the City beyond the limits set forth in Section 768.28, Florida Statutes, or be construed as consent by the City to be sued by third parties.

3.36 Contract Administration

This Agreement will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding this Agreement will be referred to the administrator for resolution. Supplements may be written to this Agreement for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

3.37 Force Majeure

Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

3.38 Cooperative Use of Contract

This Agreement may be extended for use by other municipalities, counties, school districts, and government agencies with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others.

3.39 Fuel Charges and Price Increases

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Procurement Division.

3.40 Notices

All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via electronic mail; (iv) sent via overnight courier; or (v) sent via facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via electronic mail, overnight courier, or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

3.41 Governing Law, Venue

This Agreement is governed by the laws of the State of Florida. The exclusive venue selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Pinellas County, Florida.

3.42 Integration Clause

This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

3.43 Provisions Required by Law

Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

3.44 Severability

If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

3.45 Surviving Provisions

Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

DETAILED SPECIFICATIONS

4.1 Introduction

The City of Clearwater (City) is a coastal community on Florida's West Coast and the third-largest city in the Tampa Bay area with a population of approximately 118,463 residents. Clearwater Beach, a renowned international destination in Pinellas County, attracts millions of tourists annually and most recently received the prestigious TripAdvisor Traveler's Choice Award for 2024. It consistently ranks among the top vacation spots in both national and international publications, offering year-round attractions such as pristine "sugar sand" beaches, diverse dining options, and venues like the Philadelphia Phillies Spring Training and Clearwater Threshers Minor League Baseball. The acclaimed Clearwater Marine Aquarium, nationally recognized for its innovative work in marine rescue, rehabilitation, and release, remains a major draw for visitors.

The City of Clearwater is committed to advancing sustainability through eco-friendly initiatives that enhance our economy, safeguard our environment, and fortify our community.

4.2 Scope of Services

The City is soliciting bids to supplement staff to assist with the cleanup of Alligator Creek. Work will include but not be limited to cutting and removing fallen trees, palms, trunks, limbs and branches from the flowing waters and adjacent banks of Alligator Creek. The objective is to prevent naturally fallen trees from obstructing water flow or causing backups during heavy rainfall when the creek exceeds its usual channel.

This contract will target a section of Alligator Creek, stretching from Kapok Park to the west side of the McMullen Booth Road bridge. It is estimated that around ninety (90) trees of different species have fallen into, across, or alongside the creek, with the majority being Live Oak, Laurel Oak, Ear trees, and various palm types. The sizes of the trees typically range from six inches (6") in diameter to over sixty inches (60") in diameter.

4.3 Alligator Creek Drainage Basin Corridor and Easements

There is a designated drainage right-of-way (ROW) for Alligator Creek, along with easements that have been established and adopted over time. Unlike public streets and utilities, bodies of water are dynamic, and with Florida's porous, silty soils, stream beds can quickly shift and realign themselves along the "path of least resistance."

Contractors should assume that the water flow of Alligator Creek generally stays within the designated creek ROW, and no stream realignment is expected to be relevant to this project.

To help with bid preparation, Exhibit A – Alligator Creek Work Zone is attached showing the creek corridor and the easements within the creek work zone. Contractors should review the drainage basin corridor, its access points, and any limitations when preparing their bid. Note that some areas may require access through Private Property, and the awarded Contractor is solely responsible for obtaining access and permissions at their own expense and risk. **THE CITY DOES NOT PROVIDE ACCESS TO OR RIGHTS FOR PRIVATE PROPERTY.** In rare instances, when no other options are available, the City may step in to secure a Temporary Construction Easement (TCE), but this will only be done as a last resort. The awarded Contractor shall be solely responsible for any damages caused to any private property.

4.4 Site Work and Disposal

"Cutting" refers to removing the fallen tree, trunk, limbs, and branches from the flowing creek water, as well as from both shores, ensuring that as water levels rise above the "normal" non-rainy season flow levels (about four feet (4')), the creek's flow remains unobstructed and free from floating debris.

For sections of the creek corridor with developed shorelines (banks) on one or both sides; all trees, tree trunks, limbs, branches, etc., shall be cut and removed from the creek flow corridor and hauled off-site for proper disposal, unless the City provides written instructions otherwise.

In areas where the creek banks are partially developed with single-sided development or undeveloped, heavily wooded sections, the Contractor may cut fallen trees out of the stream, moving them to higher ground to allow for storm surge as described above. These logs and brush should be neatly piled and stacked on the undeveloped side of the creek, where they will provide natural forage for wildlife along the creek.

Under Pricing Sheet, the City is requesting a cost per tree for cutting and removing trees from Alligator Creek, as well as a cost per tree for cutting and relocating them to the creek bank. To be considered for award, Contractors must submit a price for each service, along with any additional services needed to complete the project, i.e. crane w/operator, ditch clearing equipment (i.e. Menzi Muck or equivalent) w/operator, TTC, high hazard/power lines, etc. Additional cost not listed in the Pricing Sheet can be uploaded as a separate attachment under Submittal Requirements.

Tree trunks cut, split and/or broken along developed shorelines should be cut and removed, the remaining stump and root flare ground out approximately eight inches (8") below ground, the debris removed, and the hole filled with dirt, tamped and seeded. The areas for this level of service are limited.

Tree trunks cut, split and/or broken along undeveloped shorelines, parks or rustic areas that will result in a stump should be cut such that the remaining stump remains obvious to hikers, meaning that, when possible, the stump will NOT be ground out and should be left thirty-six to forty-eight inches (36" to 48") above ground.

4.5 Regulations

All work shall comply with the American National Standards Institute (ANSI) Safety Standard Z133, which outlines safety requirements for arboricultural operations, as well as all current Occupational Safety and Health Administration (OSHA) regulations applicable for Florida.

4.6 Service Requirements

The Contractor shall provide all necessary labor, materials, tools, equipment, vehicles, transportation, insurance, and supervision to perform all related services, including but not limited to tree, palm, and stump removal.

The Contractor shall have in their possession or available to them trucks, cranes, chippers, stump grinders, hand tools and other necessary equipment and supplies capable of reaching and operating in areas with varying accessibility challenges, as required to complete the services outlined in the specifications.

Proper work zone signage shall be established and maintained at all times, including but not limited to the use of barrier tape to clearly define active work areas.

Contractor should expect that it might be necessary to climb trees and navigate the following creek to perform the tree removal for this specification. Extreme care shall be taken to avoid any limbs, branches, or trunks from falling in a way that could pose a risk of injury to nearby individuals and/or creating damage to adjacent property, both public and private.

Contractor shall communicate any delays in work or difficulties to the City representative designated to the job.

4.7 Work Procedures

Prior the start of contract, the awarded Contractor shall visit the proposed work site and complete all necessary preparation requirements, including, but not limited to:

- A. Required equipment
- B. Temporary Traffic Control (TCC) Requirements
- C. Coordination of utility locates for stump removal services

As part of the site visit, the Contractor shall physically inspect the tree or stump scheduled for removal and mark the work area perimeter on the ground with white paint.

The City may request written estimates for additional work based on contract unit prices. There shall be no charge for site inspections, assessments and/or written estimates. Once a written estimate is accepted, the Contractor shall verify that all site preparations are complete and receive approval from the City prior to scheduling work. No work shall be performed without prior City approval, and unauthorized work may not be compensated.

Contractor shall communicate their work schedule to the City, and at any given time, the City may inspect the work in progress.

Contractor and City shall meet daily or as requested for project status updates and site inspections.

Contractor shall document job activities and progress with daily photos before, during and after work completion.

Contractor shall repair any tracks, ruts, or divots with grass sod in developed areas to match existing turf. If ruts or divots are not repaired at the time of the completion, the Contractor shall be required to return to the site and repair the area to its original condition prior to the final payout.

Contractor shall assist the City in identifying and reporting vandalism, graffiti, or damage to public and private property in need of repair or refurbishment. This includes but is not limited to traffic or directory signs, structures, site furnishings, monuments, fences, lighting, utilities, and paving.

Contractor shall be responsive to special conditions or unexpected problems that may occur during the contract. The City expects the full cooperation and prompt response by the Contractor.

4.8 Personnel Requirements

Contractor shall provide licensed and insured technicians to perform all work as required by Local, State, and/or Federal Regulations. Personnel shall have knowledge, experience, and demonstrated ability to

perform the work and safely operate all equipment normally used to perform the services described in this bid.

Contractor shall supply competent and capable employees and provide appropriate supervision to the work. All personnel shall be skilled in the field in which they work; unskilled laborers are not permitted to perform any work for the City.

Contractor shall have "on-site" supervisor fully conversant in the safety procedures to be followed in case of injury and/or accident. On-site supervisor shall have the ability to read and speak in the English language.

Contractor shall conduct a safety briefing with employees each day prior to beginning any operations specified with this contract. Safety practices shall be in conformance with applicable Local, State and Federal regulations.

All work crews shall be required to wear company issued uniform, use appropriate Personal Protection Equipment (PPE), meet ANSI Z133 standards, abide by any and all company and Occupational Safety and Health Act (OSHA) safety standards, and behave in a well-mannered, orderly fashion while performing work on behalf of the City.

Contractor shall keep an up-to-date list (name and position) of employees it has assigned to provide the services under this contract to the City. A current list of employees with position shall be included with their bid submittal and upon request during the contract term.

4.9 Tools / Equipment / Vehicles

All tools, equipment, and vehicles used under this contract shall be in optimal working condition, free from oil or fluid leaks, and properly maintained to ensure the safety of City residents, City personnel, and Contractor personnel. Additionally, vehicles shall have up-to-date registration, safety inspections, stickers, and licenses.

Contractor shall include a list of equipment to be used in the performance of this contract with their bid submittal under Submittal Requirements. All equipment shall be of commercial-grade, appropriately sized, and suitable for the operations specified herein. Such equipment shall be available for inspection by the City, prior to award of the contract, and at any time during the contract term.

Contractor shall have proper safety devices maintained at all times while tools, equipment and vehicles are in use. The proper tools and equipment shall be brought to each site to ensure that the work can be accomplished safely and professionally. If the tools or equipment do not contain proper safety devices and/or is being operated in an unsafe manner, the City shall direct the Contractor to remove such tools or equipment and/or the operator until the deficiency is corrected to the satisfaction of the City. The Contractor shall be responsible for injury to persons caused by the negligent operation of the tools or equipment.

Tools, equipment, and vehicles shall not be left unsecured at any time. All tools, equipment and vehicles shall be stored in such a manner to ensure that the public do not have access to them.

All vehicles used in the execution of this contract shall have the company and/or logo and telephone number prominently displayed on both sides of the vehicle and be clean, maintained and painted to present a neat, professional appearance and be free of any leaky fluids.

All cabbed equipment shall be equipped with a Roll-over Protection System (ROPS).

4.10 Debris Removal

Contractor shall be responsible to remove and dispose, in a proper and acceptable manner, all logs, brush, trees and debris ensuring compliance with all applicable disposal regulations.

Where applicable, the work site shall be left clean and orderly at the end of each workday. All cut logs and branches shall be removed from areas where rising water levels could carry debris downstream, potentially leading to blockages.

Where relevant, all lawn areas shall be raked to remove debris, and all streets and sidewalks shall be swept or blown clean of any remaining material.

Under no circumstances shall trash, debris, or other materials be swept or disposed of into the streets, catch basins, drainpipes, storm sewer drains/systems or open culverts.

Contractor shall maintain a clean and debris-free work site, and staging area at all times, preventing the accumulation of waste materials or rubbish resulting from work activities.

4.11 Service Hours

Services shall be performed between the hours of 7:00 AM to 7:00 PM, Local, Monday through Friday, with the following exceptions:

- Major City Arterial Streets, including State Roads and County Roads: Work is permitted only between the hours of 9:00 AM – 3:00 PM, to include establishing the TTC for the project.
- Right of ways, within 1000 feet of schools: Work is prohibited during school arrival and dismissal times.

Given the urgency of the work under this contract, Saturday work is allowed and shall follow the same hours as specified above. Routine work is not permitted on Sundays; however, due to the critical nature of the work, the City may request work on weekends, including both Saturday and Sunday.

4.12 Traffic Control and Pedestrian Safety

The Contractor shall fully acquaint and comply with TTC safety requirements. If required, the TTC plan shall be submitted and approved by the City prior to partial lane closure and commencement of the work. All necessary lane closures shall be approved by the City's Traffic Operations Division and Parking Division a minimum of forty-eight (48) hours in advance of scheduled operations. 727-562-4750

The Contractor shall coordinate maintenance operations in certain high pedestrian use areas and peak time periods with the City. The spring tourist season (March 1-May 1) is generally not an acceptable time to close traffic lanes for maintenance and shall be handled on a case-by- case basis. The City reserves the right to limit the hours of operation in certain high pedestrian use areas.

Any and all proposed traffic control shall conform to the current edition of the Manual on Uniform Traffic Control Devices (MUTCD), the Florida Department of Transportation Roadway and Traffic Design Standards, (600 Series) and the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction.

For work to be completed within the rights-of-way, the Contractor shall be responsible for all TTC per FDOT specifications and shall have a TTC certified individual on site while work is being performed. It is preferred that the Contractor have a TTC certified individual on staff, however, with prior City approval a pre-approved agency may be used for these services at Contractor's expense. This must be indicated with Bid Submittal under Submittal Requirements.

TTC services shall be provided by the Contractor for the duration of the contract and shall be included in unit pricing. The Contractor shall position advance-warning signs as appropriate for the existing work conditions, and shall provide a crew responsible to construct, relocate, and maintain all traffic control devices, to cover, add or remove signs as needed, and do all work necessary to maintain a safe work zone.

Two-way traffic shall always be maintained through intersections and roadways.

4.13 Electrical Hazards / Utilities

The Contractor shall be aware of primary power lines, cables, etc., working around trees within these locations, and shall understand the ten-foot (10-foot) clearance requirement, and shall coordinate with the utility company for their assistance as required in the removal of all necessary limbs and branches which may conflict with or create a personal injury hazard in conducting the services of this agreement.

The Contractor shall be responsible for contacting the appropriate utility company (Call 811) three (3) days prior to tree/stump work to obtain the location of any underground electric services in the work area and which could be damaged by Contractor's services, and shall ensure that the proposed work area is clearly marked with white paint and that appropriate safety measures are followed if underground utilities are present.

The Contractor shall protect overhead utilities (power, telephone, cable, etc.) from damage and shall be responsible for all claims for damage due to its services.

4.14 Public Awareness of Work Schedule

The City intends for the work of this contract to impact the public as little as possible. As a result, the following conditions shall be met.

The Contractor shall provide the City's with a written schedule (email is acceptable) of the tree removal prior to the start of work to ensure that notification can be provided to City employees or citizens who may be affected by these services.

A minimum of one (1) week, (seven (7) days) in advance of scheduled work, the Contractor shall

- notify the City of the planned work
- place a hang tag on homeowner's door as notification that the Contractor will be removing a tree ***near*** their property. When applicable, a City representative may make notifications to the homeowner in person.

The Contractor shall take a digital photo of the hang tag placed at the homeowner residence. The photos shall include the address of the home and be date stamped. This digital information shall be provided to the City for verification the hang tag was in place one (1) week, (seven (7) days) prior to the services schedule date.

When applicable, hang tags sh

The City intends for the work of this contract to impact the public as little as possible. As a result, the following conditions shall be met. all be provided by the Contractor. If there is a cost associated with this, it must be included as an "Additional Cost Item" under Submittal Requirements.

The hang tag shall inform homeowners to contact either the Contractor or the City with any questions or concerns regarding the scheduled tree removal. Before distributing door hangers, the Contractor must obtain approval from the City for all wording.

IF ACCESS IS REQUIRED TO PRIVATE PROPERTY, CONTRACTOR SHALL OBTAIN WRITTEN PERMISSION FROM THE HOMEOWNER TO ENTER THEIR PROPERTY FOR THE PURPOSES OF CUTTING AND REMOVING THE TREE(S). This written permission shall be provided to the City prior to entering private property. (the tree to be removed will be located on the public ROW, but access to the ROW may necessitate the use of private property – this will be the Contractor's responsibility and at the Contractor's expense)

4.15 Documentation, Inspection and Payment Procedures

To ensure timely processing and payment of invoices, the Contractor is responsible for adhering to the following requirements and shall provide the documentation listed below: To avoid delay in payment, it is recommended that the Contractor provide the City with a draft invoice to be reviewed and verified. :

- A. Initial Condition: A date/time stamped photograph of the fallen tree BEFORE any work begins. The photo must include enough background to the tree's location. If the tree has a painted identification number, ensure this number is visible in the photo along with surrounding context.
- B. Trunk Measurement: After cutting the tree (twelve inches (12") above the root flare), a date/time stamped photo of the tree truck shall be taken. Use a tape stretched across the center of the trunk from bark to bark to show its diameter, which will be used to determine payment.
- C. Midpoint Progress: When approximately 50% of the tree has been cut and removed from the creek flow, provide a date/time stamped photo documenting the scene and remaining debris.
- D. Material Handling: A date/time stamped photo capturing the stacking, removal, transport of the cut tree/logs as that activity is taking place.
- E. Upon completion of the tree removal, a date/time stamped photo showing the cleared creek area with water flowing freely and both creek banks visible.
- F. Upon completion of each creek blockage tree removal, a date/time stamped photo showing where the cut tree/logs have been stacked/taken/transported.

The Contractor shall provide the City with a weekly work schedule indicating the planned entry location for the week's activities, along with an estimate of the number of tree expected to be removed during that period.

By Tuesday of every other week, the Contractor shall prepare and submit an invoice packet to the City for all tree removals completed in the previous two-week period. This packet shall include the following:

- Documentation (Items A-F outlined above) submitted electronically in either .pdf or .jpeg format.
- An invoice, either electronic or printed, containing the following details for each tree removed:
 - 1. The date each tree was removed from the creek flowage;
 - 2. The diameter of the tree;
 - 3. The volume of debris/waste (trees, limbs, etc.) removed from the creek, for Municipal Separate Storm Sewer System (MS4) reporting purposes;
 - 4. The destination/location where the waste was taken;
 - 5. The side of the creek bank side (North or South) from which the tree was removed;
 - 6. The volume of natural forage left in place along creek bank.

Upon receipt and within three (3) business days, the City will inspect the work being billed for satisfactory completion.

The City will notify Contractor of workmanship deficiencies and advise the Contractor to take corrective measures.

The Contractor will be given two (2) business days from this notification to make appropriate workmanship corrections in order for the deficient item to be processed in the billing as presented.

If the deficiency remains uncorrected, it will be removed from the billing presented and will need to be included in a subsequent Invoice, and shown as a REBILL for that item, and all of the items called out for inclusion (A and B above) with each item being Invoiced will need to be resubmitted as well.

4.16 Responsibilities for Damages

The Contractor shall be responsible for any damages as a result of the services. Contractor shall report damages to the City with a corrective plan within one (1) day.

Prior to beginning services, any issues or concerns about the existing site conditions shall be brought to the attention of the City for clarification. E-mail is the preferred method of notification, and a picture of existing issue or concern shall be included.

The Contractor shall take a digital photograph of the surrounding area and submit it to the City to confirm that the City will make the necessary repairs once services have been completed.

Any existing damage not discussed with the City prior to removal services shall be assumed to be the responsibility of the Contractor.

4.17 All-Inclusive Prices

Bid Pricing shall be inclusive of all labor, general equipment, material, tools, incidentals, and any other service or charge necessary to complete the project. There shall be no additional charges for equipment transport, fuel, fuel surcharges, travel time, wait time, or insurance charges/increases. Any mobilization, demobilization, specialty equipment and/or any other charges required to complete the project shall be listed under "Additional Cost Items" on Pricing Sheet. Any "Additional Cost Items" not listed on Pricing Sheet can be uploaded as a separate attachment under Submittal Requirements.

4.18 Changes in Scope of Work

The City reserves the right to make changes as deemed necessary in the scope of work at any time during the term of the contract. Changes include, but are not limited to the following:

- Increase or decrease in quantities of work;
- Deletion or alteration of any portion of the work;
- Changes in design or specification;
- Addition of new work

Any changes to the scope of work shall be mutually agreed upon by both City and Contractor. Work not approved by the City shall be the responsibility of the Contractor.

4.19 Minimum Qualifications

Contractor shall have the capability to perform and complete the services in all respects in accordance with the solicitation documents.

References. Three (3) references are required for whom the Contractor has performed similar work, preferably for a public agency of similar size, in the Tampa Bay region.

Staff Certifications and Licenses. The Contractor shall have all necessary certifications and licenses (City, County, and State) as required under this contract and shall comply with all laws, ordinances, regulations, etc., applicable to work contemplated herein.

INSURANCE REQUIREMENTS

A list of Insurance Policies that may be required.

5.1 Requirements

The Vendor shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives or agents to acquire and maintain) during the term with the City, sufficient insurance to adequately protect the respective interest of the parties. Coverage shall be obtained with a carrier having an AM Best Rating of A-VII or better. In addition, the City has the right to review the Contractor's deductible or self-insured retention and to require that it be reduced or eliminated.

Specifically the Vendor must carry the following minimum types and amounts of insurance on an occurrence basis or in the case of coverage that cannot be obtained on an occurrence basis, then coverage can be obtained on a claims-made basis with a minimum three (3) year tail following the termination or expiration of this Agreement:

5.2 Commercial General Liability Insurance

Coverage, including but not limited to, premises operations, products/completed operations, products liability, contractual liability, advertising injury, personal injury, death, and property damage in the minimum amount of \$1,000,000 (one million dollars) per occurrence and \$2,000,000 (two million dollars) general aggregate.

5.3 Commercial Automobile Liability Insurance

Coverage for any owned, non-owned, hired or borrowed automobile is required in the minimum amount of \$1,000,000 (one million dollars) combined single limit.

5.4 Workers' Compensation Insurance

Unless waived by the State of Florida and proof of waiver is provided to the City, statutory **Workers' Compensation Insurance** coverage in accordance with the laws of the State of Florida, and **Employer's Liability Insurance** in the minimum amount of \$1,000,000 (one million dollars) each employee each accident, \$1,000,000 (one million dollars) each employee by disease, and \$1,000,000 (one million dollars) disease policy limit. Coverage should include Voluntary Compensation, Jones Act, and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable. Coverage must be applicable to employees, contractors, subcontractors, and volunteers, if any.

5.5 Waiver of Subrogation

With regard to any policy of insurance that would pay third party losses, Contractor hereby grants City a waiver of any right to subrogation which any insurer of the Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect such waiver, but this provision shall apply to such policies regardless of whether or not the city has received a waiver of subrogation endorsement from each insurer.

The above insurance limits may be achieved by a combination of primary and umbrella/excess liability policies.

5.6 Other Insurance Provisions

Prior to the execution of this Agreement, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this Agreement remains in effect, the Vendor will furnish the City with

a Certificate of Insurance(s) (using appropriate ACORD certificate, SIGNED by the Issuer, and with applicable endorsements) evidencing all of the coverage set forth above and naming the City as an "Additional Insured" on the Commercial General Liability Insurance and the Commercial Automobile Liability Insurance. In addition when requested in writing from the City, Vendor will provide the City with certified copies of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**City of Clearwater
Attn: Procurement Division, 22-25
P.O. Box 4748
Clearwater, FL 33758-4748**

Vendor shall provide thirty (30) days written notice of any cancellation, non-renewal, termination, material change or reduction in coverage.

Vendor's insurance as outlined above shall be primary and non-contributory coverage for Vendor's negligence.

Vendor reserves the right to appoint legal counsel to provide for the Vendor's defense, for any and all claims that may arise related to Agreement, work performed under this Agreement, or to Vendor's design, equipment, or service. Vendor agrees that the City shall not be liable to reimburse Vendor for any legal fees or costs as a result of Vendor providing its defense as contemplated herein.

The stipulated limits of coverage above shall not be construed as a limitation of any potential liability to the City, and City's failure to request evidence of this insurance shall not be construed as a waiver of Vendor's (or any contractors', subcontractors', representatives' or agents') obligation to provide the insurance coverage specified.

MILESTONES

6.1 Anticipated Beginning and End of Initial Term

The initial term is estimated to be from July 1, 2025 through Through Completion.

If the commencement of performance is delayed because the City does not execute the contract on the start date, the City may adjust the start date, end date and milestones to reflect the delayed execution.

6.2 Extension

The City reserves the right to extend the term of this contract, provided however, that the City shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.

6.3 Prices

Prices shall remain firm through term of the contract.

BID SUBMISSION

7.1 Bid Submission

The City prefers responses are submitted electronically through the City's e-Procurement Portal located at <https://procurement.opengov.com/portal/myclearwater>.

Without exception, responses will not be accepted after the submission deadline regardless of any technical difficulties such as poor internet connections. The City strongly recommends completing your response well ahead of the deadline.

Bidders can get help through OpenGov Assist, located on the bottom right of the OpenGov portal.

Submittal Requirements can be found under Section 9. of this solicitation.

PRICING SHEET

Pursuant to the contract specifications enumerated and described in this solicitation, we agree to furnish tree removal services to the City of Clearwater at the price(s) stated below.

DELIVERY REQUIREMENTS

FOB: Destination, Freight Prepaid and Allowed

Freight Costs: Unit prices should include all freight and transportation charges

PAYMENT TERMS:

- City of Clearwater's standard payment terms are NET30
- Electronic Funds Transfer (EFT) / Automated Clearing House (ACH)

COST PER TREE TO CUT AND REMOVE FROM ALLIGATOR CREEK SITE

Line Item	Tree Size - Caliper Measured 4' from Base	Unit of Measure	Unit Cost
1A	< 12"	EA	
2A	12" to < 24"	EA	
3A	24" to < 36"	EA	
4A	36" to < 48"	EA	
5A	48" to < 60"	EA	
6A	60" and above	EA	

COST PER TREE TO CUT AND MOVE TREE TO CREEK BANK ONLY

Line Item	Tree Size - Caliper Measured 4' from Base	Unit of Measure	Unit Cost
1B	< 12"	EA	
2B	12" to < 24"	EA	

Line Item	Tree Size - Caliper Measured 4' from Base	Unit of Measure	Unit Cost
3B	24" to < 36"	EA	
4B	36" to < 48"	EA	
5B	48" to < 60"	EA	
6B	60" and above	EA	

ADDITIONAL COST ITEMS

Include pricing for Items listed below. Any additional cost items can be uploaded as a separate attachment under Submittal Requirements

Line Item	Description	Unit of Measure	Unit Cost
1C	Mobilization / Demobilization	One Time Fee	
2C	Temporary Traffic Control (TTC)	EA	
3C	Overhead Power/High Hazard	EA	
4C	Crane with Operator	Per Day	
5C	Ditch Clearing Equipment (i.e. Menzi Muck or equivalent) with Operator	Per Day	
6C	Root Ball Removal and Disposal	EA	

SUBMITTAL REQUIREMENTS

1 Exceptions*

Proposers shall indicate any and all exceptions taken to the provisions or specifications in this solicitation document. Exceptions that surface elsewhere and that do not also appear under this section shall be considered invalid and void and of no contractual significance.

Do you have any exceptions to the provisions or specifications?

☐ Yes

☐ No

*Response required

When equals "Yes"

*Exceptions Taken**

****Special Note – Any material exceptions taken to the City’s Terms and Conditions may render a Proposal non-responsive.**

Upload a copy of any exceptions taken to the provisions or specifications in this solicitation.

*Response required

2 Additional Materials*

Have you included any additional materials?

☐ Yes

☐ No

*Response required

When equals "Yes"

*Description of Additional Materials**

Provide a brief description of the additional materials included.

*Response required

3 Certified Business*

Are you a Certified Small Business or a Certified Minority, Woman or Disadvantaged Business Enterprise?

☐ Yes

☐ No

*Response required

When equals "Yes"

*Certified Business Type**

Pick one of the following.

☐ Certified Small Business

☐ Certified Minority, Woman, or Disadvantaged Business Enterprise

*Response required

When equals "Yes"

*Certifying Agency**

List the Agency that provided your certification.

*Response required

When equals "Yes"

*Certification Documentation**

Provide a copy of your certification.

*Response required

4 Vendor Certification*

By submitting this response, the Vendor hereby certifies that:

- A. It is under no legal prohibition on contracting with the City of Clearwater.
- B. It has read, understands, and is in compliance with the specifications, terms and conditions stated herein, as well as its attachments, and any referenced documents.
- C. It has no known, undisclosed conflicts of interest.
- D. The prices offered were independently developed without consultation or collusion with any of the other vendors or potential vendors or any other anti-competitive practices.
- E. No offer of gifts, payments or other consideration were made to any City employee, officer, elected official, or consultant who has or may have had a role in the procurement process for the commodities or services covered by this contract. The Vendor has not influenced or attempted to influence any City employee, officer, elected official, or consultant in connection with the award of this contract.
- F. It understands the City may copy all parts of this response, including without limitation any documents or materials copyrighted by the Vendor, for internal use in evaluating respondent's offer, or in response to a public records request under Florida's public records law (F.S. Chapter 119) or other applicable law, subpoena, or other judicial process; provided that the City agrees not to change or delete any copyright or proprietary notices.
- G. It hereby warrants to the City that the Vendor and its subcontractors will comply with, and are contractually obligated to comply with, all federal, state, and local laws, rules, regulations, and executive orders.
- H. It certifies that Vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this matter from any federal, state, or local agency.
- I. It will provide the commodities or services specified in compliance with all federal, state, and local laws, rules, regulations, and executive orders if awarded by the City.
- J. It is current in all obligations due to the City.
- K. It will accept all terms and conditions as set forth in this solicitation if awarded by the City.
- L. The signatory is an officer or duly authorized representative of the Vendor with full power and authority to submit binding offers and enter into contracts for the commodities or services as specified herein.

☐ Please confirm

*Response required

5 E-Verify System Certification*

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

The affiant, by virtue of confirming below, certifies that:

- A. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.

- B. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
- C. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
- D. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
- E. The Contractor must maintain a copy of such affidavit.
- F. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
- G. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
- H. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

☐ Please confirm

*Response required

6 References*

Please download the below documents, complete, and upload.

- [REFERENCES.pdf](#)

*Response required

7 Scrutinized Company Certification*

Please download the below documents, complete, and upload.

- [SCRUTINIZED COMPANIES AND B...](#)

*Response required

8 Compliance with Anti-Human Trafficking Laws*

Please download the below documents, complete, and upload.

- [Compliance with 787.06 form...](#)

*Response required

9 Additional Cost Items*

Any "Additional Cost Items" not specifically stated under Pricing Sheet can be uploaded as a separate attachment.

☐ Yes

☐ No

*Response required

When equals "Yes"

*Add Additional Cost Items**

*Response required

10 Detailed List of Equipment*

Reference Tools / Equipment / Vehicles under Detailed Specifications for additional information.

*Response required

11 Current Employee List*

Reference Personnel Requirements under Detailed Specifications for additional information.

*Response required

12 Does Contractor have a TTC Certified Individual on staff*

☐ Yes

☐ No

*Response required

When equals "Yes"

*Include Staff Certification**

Include Certification of certified TTC personnel

*Response required

When equals "No"

*Include Agency to Provide TTC**

If Contractor does not have a certified TTC personnel on staff, upload Agency that will provide these services with their certification

*Response required

13 W-9*

Upload your current W-9 form. (available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>)

*Response required

