

CONTRACT

THIS CONTRACT, made this 5th day of NOVEMBER, 2019, by and between the City of Sanibel, a Florida municipal corporation, (hereinafter called the "CITY") and **Seahawk Florida Investments LLC, dba Tree West** (hereinafter called "CONTRACTOR").

In consideration of the covenants, payments and agreements hereinafter set forth, agreed by the parties to be sufficient consideration, CITY and CONTRACTOR hereby agree as follows:

1. CONTRACTOR shall provide **Vegetation Trimming Services of City Facilities and Public Rights of Way**.
2. The CONTRACTOR will furnish all equipment needed to perform the duties as outlined in the "Scope of Work", a copy of which is attached hereto as Exhibit "A".
3. The CONTRACTOR agrees to perform all of the work described in the attached Vegetation Trimming Services of City Facilities and Public Rights of Way of the Contract Documents and such Services shall be priced as set forth in Exhibit "B" of this Agreement.
4. The term "Contract Documents" means and includes the following documents, all of which together with this Contract Document shall constitute the Contract between the parties:
 - A. Request for Proposals
 - B. Section I – Information & Instructions
 - C. Section II – Scope of Work
 - D. Section III – Cost Proposal

In the event of any conflict between the terms or provisions of this Contract Document and any other document listed above, the terms and provisions of this Contract Document shall prevail.

5. The term of this Agreement shall be from October 1, 2019 to September 30, 2024. This contract may be renewed for two additional years at the sole discretion of CITY. On an annual basis, CONTRACTOR may submit a proposed revised Exhibit "B" to CITY if there has been a substantial increase in the average market value of services listed in Exhibit "A" and priced in Exhibit "B" of this Agreement. CITY shall have no obligation to accept an increase in rates; however, if CITY is satisfied with the proof of such market value to be established in writing by CONTRACTOR, CITY shall not unreasonably reject such request. to CITY'S satisfaction. Such amendments shall become part of this Agreement after a concurrence and signature of both parties.
6. CONTRACTOR shall obtain, have and maintain during the entire period of this Agreement, at least the following insurance coverage:
 - A. Worker's Compensation Insurance meeting the statutory requirements for all employees engaged by CONTRACTOR for any services pursuant to this Contract.
 - B. Commercial General Liability Insurance with minimum primary limits no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate limit.
 - C. Comprehensive Automobile Liability Insurance for all owned and non-owned vehicles which used or involved in any way for the services of CONTRACTOR pursuant to this Contract, such insurance limits at a minimum of \$100,000 for injuries per person, \$300,000 for injuries per accident, and \$50,000 for property damage per accident.

7. CITY shall be provided Certificates of Insurance prior to CONTRACTOR'S commencement of any services or operations pursuant to the terms of this Contract as verification of such insurance coverage. The insurance shall contain a provision which prohibits any changes or material alterations in the coverage unless the CITY is provided at least ten (10) days prior written notice, in writing, to the attention of Sanibel City Manager, 800 Dunlop Road, Sanibel, Florida, 33957. Further, the CITY shall be added as an additional insured for purposes of all insurance coverage.
8. CONTRACTOR agrees that the personnel retained and employed by CONTRACTOR to perform the services set forth in this Contract shall be employees of **Seahawk Florida Investments LLC, dba Tree West** at all times and that all such employees shall be covered by the Worker's Compensation Insurance noted above.
9. CONTRACTOR hereby agrees to, and will at all times, indemnify and hold CITY, CITY'S officials, agents and employees harmless from and against any and all legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages or expenses are in any way caused by the CONTRACTOR'S negligent acts, errors, or omissions arising out of CONTRACTOR'S performance of, or in any way connected with, CONTRACTOR'S services as set forth in this Contract. Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this section shall survive. The first \$10.00 paid under the terms of this Contract shall constitute consideration for the indemnity and hold harmless provision, such consideration acknowledged by CONTRACTOR to be sufficient.
10. This Contract can be terminated by CITY with or without cause, upon 60 days prior written notice.
11. This Contract may be terminated by CITY with cause, in the event of a material breach by CONTRACTOR which CONTRACTOR fails to cure or remedy after five (5) days prior written notice by CITY.
12. This Agreement may not be assigned by CONTRACTOR to any other party without the prior written consent of CITY, such consent to be at the sole discretion of CITY.
13. This Agreement can be utilized for Emergency Services after concurrence of both parties. These Emergency Services may include but are not limited to Fish Kill / Red Tide Cleanup, Algae Removal, and Severe Weather Recovery Services.
14. Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

15. In the event a dispute arises which relates or concerns this Contract, both parties agree to first attempt to resolve the dispute by mediation, each party to bear its respective costs and attorney's fees and to split the cost to the mediation equally. If such mediation fails to result in settlement, the exclusive jurisdiction for any litigation shall be in the Twentieth Judicial Circuit in and for Lee County, Florida, with the prevailing party being entitled to recover reasonable costs and attorney's fees from the other party through trial and any appeal.
16. Any modifications to this Contract shall be in writing and shall be effective upon the signature of both parties.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials.

ATTEST:



CITY OF SANIBEL

BY: [Signature]
Judith A. Zimomra, City Manager

[Signature]
Witness #1 Signature

PETER CARSTENS
Witness #1 Printed Name

Marlene Sanchez
Witness #2 Signature

Sanchez
Witness #2 Printed Name

CONTRACTOR

BY: [Signature]
Owner / Authorized Agent Signature

Juergen Schiryo
Owner / Authorized Agent Printed Name

EMAIL ADDRESS:

info@freewestflorida.com

APPROVED AS TO FORM: [Signature]
John Agnew, City Attorney

11/13/19
Date

APPROVED FINANCIAL SUFFICIENCY
[Signature]
Steven C. Chaipel, Finance Director

EXHIBIT A

SCOPE OF WORK

A. **VEGETATION TRIMMING OF CITY FACILITIES AND PUBLIC RIGHTS OF WAY.**

The selected vendor will be expected to provide vegetation trimming services as requested by the city for various sites throughout Sanibel Island. The Vegetation Trimming work shall consist of providing all labor, materials, equipment, and incidentals necessary to perform all of the work in accordance with the Detailed Specifications outlined in the request for proposals. Sanibel may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.

The Vendor shall provide and maintain adequate staff to oversee, manage and successfully complete any vegetation trimming projects requested by the city.

The supervision of the performance of this work is vested wholly with the project manager requesting the work to be performed. The Project Manager will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the standards set by the Project Manager in accordance with the request for proposal must be corrected before the city will give approval for payment. The city has the right to deny payment for any work not completed.

B. **THE SCOPE OF THE PROJECT MAY INCLUDE BUT IS NOT LIMITED TO THE FOLLOWING:**

1. Vegetation trimming of City Facilities and Public Rights of Way.
2. CONTRACTOR must possess a valid Sanibel Vegetation Competency Card and City of Sanibel Business Tax Receipt qualified in Tree Service Surgeons-Removers-Toppers, proof of Workman's Comp and Insurance.
3. CONTRACTOR must be knowledgeable of Florida Native Vegetation.
4. Vegetation trimming shall be completed on a schedule or triggered by specific conditions coordinated by City Project Manager.
5. Work to include vegetation trimming along roads, shared use paths, sight distance compliance trimming at intersections and driveways, public parks, trails and city facilities.
6. Contractor shall be responsible for required signage, safety vests and all other necessary safety devices while working at city facilities and in public rights of way.
7. The City reserves the right to select multiple CONTRACTORS to perform vegetation trimming.
8. Other various trimming work as necessary.
9. Contractor must own or have access to a bucket truck to trim high vegetation as needed.
10. It is preferred that the contractor has a certified arborist on staff.
11. Hourly rates can be utilized for Emergency Services related work. (after concurrence of both parties).

EXHIBIT B

PRICING SCHEDULE

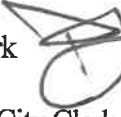
Line Item	Description	Quantity	Seahawk Florida Investments LLC, dba Tree West
1	Crew Supervisor	Hourly	\$ 60.00
2	Cutter / Climber	Hourly	\$ 45.00
3	Ground Foreman	Hourly	\$ 45.00
4	Ground Crew	Hourly	\$ 35.00
5	Bucket Truck	Hourly	\$ 35.00
6	Chipper	Hourly	\$ 30.00
7	Stump Grinder	Hourly	\$ 35.00
8	Bob Cat / Mini Skid	Hourly	\$ 20.00
9	Dump Truck	Hourly	\$ 20.00



MEMORANDUM

DATE: November 13, 2019

TO: Anna Hicks, Deputy City Clerk
Judie Zimomra, City Manager

FROM: Pamela Smith, City Clerk 

SUBJECT: Appointment as Acting City Clerk

I will be out of the office Thursday, November 14, 2019 and Friday November 15, 2019. Anna Hicks, Deputy City Clerk is hereby designated Acting City Clerk Thursday, November 14 and November 15, 2019. I will return on Monday, November 18, 2019. Her duties will include:

- Authenticating official documents
- Responding to public records requests
- Ensuring Public Notices are posted

Anna's cell number is (239) 777-9299

PS/me

Cc: Judie Zimomra, City Manager
Executive Staff
File