SUBJECT: HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

BID #: CP-0238-17 **OPEN DATE:** 9/20/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: MOWING AND LANDSCAPE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: (42) NUMBER RECEIVED: (1) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was awarded on 10/26/17 to Lewis Tree Service, Inc. (contract #10053-01), in the amount of $830,842.30; Increase approved on 01/11/18 in the amount of $960,878.70; 1st Renewal option awarded on 08/2/18 in the amount of $853,275.04.

Recommend approval of award to incorporate the negotiated billing rates for emergency work after major storms or other significant disasters, in accordance with Section 31.62 A, 2, c., "Billing Rates: The City and the contractor will negotiate the labor and equipment billing rate for external crews after the execution of the contract." All other terms and conditions shall remain unchanged.

To be executed by formal contract amendment through Office of General Counsel.

Attachments: Recommendation Memo, Amendment to Agreement, Addendums 1-4, Previous Award(s)

ANALYST: Grissy Chunzlato for MARILYN LAIDLER **RESPECTFULLY SUBMITTED** Grissy Chunzlato for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Dave McDaniel, Chief, Mowing and Landscape Maintenance Division

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Department of Public Works
Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road North
Jacksonville, FL 32225
(904) 472-2910
www.coj.net

ONE CITY. ONE JACKSONVILLE.

TO: Greg Pease, Division Chief
Procurement Division

THRU: John Pappas, Director
Public Works Department

FROM: Dave McDaniel, Division Chief
Mowing and Landscape Maintenance Division

DATE: July 19, 2018

SUBJECT: **Emergency Tree Services – Hazardous Tree Services, Tree Pruning and Right-of-Way Encroachment Clearing**

Bid Number:	CP-0238-17
Contract No.	10053-01/Amendment 1
Master Blanket:	8A01798
Contractor:	Lewis Tree Service, Inc.

The Mowing and Landscape Maintenance Division of the Department of Public Works respectfully requests approval to incorporate the negotiated billing rates for emergency work after major storms or other significant disasters. This is in accordance to Section 31.60 A., 2., c. "Billing Rates: The City and the Contractor will negotiate the labor and equipment billing rate for external crews after the execution of the contract."

All other terms and conditions of subject award remain unchanged and in full force and effect.

Please find the attached email dated July 18, 2018 from Lewis Tree Service, Inc. stating their agreement to the terms and conditions for emergency tree services.

Should you have any questions or require additional information concerning this request, please contact Richard Leon at 255-4324.

Cc: Marilyn Laidler, Purchasing Analyst, Procurement Division,
Richard Leon, Urban Forestry Manager
John Tyson, Contract Administration Coordinator

Attachment(s): Agreement Letter - Lewis Tree and Terms and Conditions – Emergency Tree Services

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Tyson, Johnnie

From: Leon, Richard
Sent: Thursday, July 19, 2018 10:12 AM
To: Tyson, Johnnie
Subject: FW: 2018 Standardized Storm Rates
Attachments: Lewis-CityofJacksonvilleStormRatesAgmt-7-16-2018.docx

Johnnie, can you prepare an award letter for the negotiated Lewis Tree prices for storm work?

From: Paul.Robinson@lewistree.com [mailto:Paul.Robinson@lewistree.com]
Sent: Wednesday, July 18, 2018 6:41 PM
To: Leon, Richard
Cc: William.CarterJr@lewistree.com; Pope, Fred; Gordon.SpaughJr@lewistree.com; rbragan@lewistree.com; Lori.Petrilli@lewistree.com; Jason.Ramirez@lewistree.com; stephen.polozie@lewistree.com
Subject: FW: 2018 Standardized Storm Rates

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Good Evening Rich,

LTS is in agreement, we approve, please proceed. LTS appreciates this opportunity to supply the City of Jacksonville with Storm needs when the need arrives.

Once again,

Thank you,

Paul R Robinson (Rocky)
Division Manager, Southeast 16
LEWIS TREE SERVICE, INC.
An Employee Owned Company
PH: 941-662-7391
SAFETY, COMMITMENT TO EXCELLENCE

"We will work safe 100% of the time to reduce/eliminate at-risk behaviors until it is a naturally occurring way that we conduct business."

LEWIS
TREE SERVICE
Job Done Right

AMENDMENT TO AGREEMENT BETWEEN
CITY OF JACKSONVILLE
AND
LEWIS TREE SERVICE, INC.

CONTRACT NO. 10053-01
BID NO. SCP-0238-17

TERMS AND CONDITIONS
FOR EMERGENCY WORK AFTER MAJOR STORMS OR
OTHER SIGNIFICANT DISASTERS

When the City of Jacksonville (City) requires emergency tree removal and pruning services from the Lewis Tree Service Incorporated (Contractor) following a major storm event or other significant disaster, then the following terms and conditions shall apply to the Contractor's local crews and external crews requested by the City.

1. Contractor shall conform to the Terms and Conditions set forth in this Contract Amendment and as described in the attached Section *31.62-Emergency Work After Major Storms or other Significant Disasters* contained in the Bid Specifications for Hazardous Tree Services, Tree Pruning, and Right-of-way Encroachment Clearing, (Bid Number SCP-0238-17, as modified by Addendum No. 1 through 4) (**see Exhibit A below**). All other conditions of the bid specifications not in conflict with the conditions described in Section 31.62 shall also apply to external crews.
2. Labor Rates for External Crews
   A. During a FEMA response, removal of hangers and the removal/felling of leaners by External Crews will be at the unit price established by the bid.
   B. For all other work, including the Standby and Deployment of External Crews the following labor rates shall apply:

Tier 1 Labor Rates-External Crews
(For crews originating from AL, FL, GA, NC, SC, TN, TX) (Non Union)

Personnel Classification	Straight Time	Overtime
General Foreperson	$48.84	$67.39
Working Foreperson/Crew Leader	$34.87	$48.12
Climber/Loader Operator	$30.95	$42.71
Groundhand	$25.40	$35.05

Tier 2 Labor Rates-External Crews
(For crews originating from IN, KY, MD, OH, PA, VA) (Non Union)

Personnel Classification	Straight Time	Overtime
General Foreperson	$57.40	$79.21
Working Foreperson/Crew Leader	$44.57	$61.51
Climber/Loader Operator	$38.65	$53.34
Groundhand	$34.16	$47.13

3. Equipment Rates:

   A. During a FEMA response, removal of hangers and the removal/felling of leaners by Internal and External Crews will be at the unit price established by the bid. Hourly rates for personnel and equipment do not apply.

   B. For all other work by External Crews, including during Standby and during deployment of External Crews, the following equipment rates shall apply:

External Equipment Hourly Rates
During Roundtrip Deployment (less than 100 miles), on Standby and for non-FEMA work

Description	Rate/ Hr.
Automobile/ Small Truck	$09.71
½ Ton Pickup Truck 2WD/4WD	$13.13
3/4 Ton Pickup Truck 2WD/4WD	$14.39
1 Ton Truck 2WD/4WD	$15.84
Crew Cab Pickup Truck 4WD	$16.99
Aerial Lift Truck 60' Ht. 2WD	$19.76
Aerial Lift Truck 60' Ht. 4WD	$31.61
Aerial Lift Truck 70' Ht. 2WD	$27.97
Aerial Lift Truck 70' Ht. 4WD	$36.35
Aerial Lift Truck All-Terrain-Minifoot	$26.51
Aerial Lift Truck All-Terrain-Bigfoot	$37.31
Aerial Lift Truck All-Terrain-Bigfoot 70'	$46.44
Aerial Lift Rearlot w/ Trailer	$26.49
*Chipper Truck 2WD	$11.81
*Chipper Truck 4WD	$13.77
*Chipper	$06.95
Prentice Loader - Log Truck	$68.93
Tractor & Lowboy	Cost + 10%

*If the City requests a chipper truck with chipper, then the City will be billed the Chipper Truck hourly rate plus the Chipper hourly rate. If the City requests that the Chipper normally attached to the Chipper Truck be left behind, then the City will be billed the Chipper Truck rate plus one-half (1/2) the chipper rate.

   C. Fuel Adjustments: The equipment hourly rates above are based upon a fuel cost of $2.75 per gallon. However, once the weekly on-highway diesel fuel price posted on the Department of Energy website, (https://www.eia.gov/petroleum/gasdiesel/) *On-Highway Diesel for the East Coast (PADD1)*, exceeds the base rate of $2.75 by $0.10 during the equipment use, then an equipment hourly rate adjustment shall apply. When the fuel price has increased by $0.10 per gallon above the base rate of $2.75, the hourly equipment rate shall increase by 1%. For each $0.01 fuel price increase above the first $0.10 fuel cost increase, the equipment hourly rate shall increase by 0.01% above the 1% equipment hourly rate increase already charged.

   Example: PADD1 diesel fuel cost on week one of the storm response is $2.86 per gallon. The posted fuel cost is $0.11 above the base rate of $2.75 ($2.86 – $2.75 = $0.11) which would increase the equipment hourly rate charged by 1.01% (1%, once the fuel cost increase is $0.10, plus 0.01% for each $0.01 above the first $0.10 increase). A 60-foot 2WD aerial lift truck

used for 40 hours during the week would result in a base charge of $790.40 ($19.76 x 40 hrs) and a fuel adjustment charge of $8.99 ($790.40 x 1.1%).

D. For one-way long distance travel of 100 miles or more the following equipment mileage rates shall apply for each mile traveled:

Equipment Mileage Storm Rates During Roundtrip Deployment
(100 miles or more)

Description	Rate/Mile
Pickup Trucks	$1.34
Medium Duty Trucks	$1.81
Prentice Loader	$3.21

(See next page for EXHIBIT A- Section 31.62 of Special Conditions)

EXHIBIT A

SECTION 31.62 (Sect. 31.60 before addenda)
OF SPECIAL CONDITIONS AS MODIFIED BY ADDENDA 1 THROUH 4
FROM
BID SPECIFICATION FOR HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

BID NO. SCP-0238-17

31.62 **EMERGENCY WORK AFTER MAJOR STORMS OR OTHER SIGNIFICANT DISASTERS**

When the City requires emergency tree removal and pruning services from the Contractor following a major storm event or other significant disaster, then the following terms and conditions shall apply to the contractor's local crews and external crews requested by the City. All other conditions of the contract not in conflict with these special conditions of Section 31.62, also apply to the external crews.

A. Crews

1. Local Crews:
   a. Local crews are personnel and equipment normally assigned by the Contractor to perform the normal work described in this contract.
   b. Billing Rates: During a natural disaster, labor and equipment rates for local crews will be billed at the hourly rates for emergency work. During a FEMA response, the removal of hangers and leaners shall be billed at the unit prices established in the bid proposal.
   c. Per Diem: The local crews will not receive per diem pay for food and lodging.

2 External Crews

   a. External crews are crews and equipment brought into the county specifically for a significant storm event or natural disaster, who normally work outside of Duval County and who are designated by the contract to be available for a natural disaster. The City may request some or all of the external crews during the natural disaster, depending upon the needs of the City.
   b. Supervision: Provide one General Foreperson for every 5 to 7 external crews who will coordinate, supervise and schedule the assigned crews. Support personnel, such as administrative supervisors, safety supervisors, or mechanics shall be provided at the discretion of the Contractor and are not billable.
   c. Billing Rates: During a FEMA response, the payment for the removal of hangers and the removal/felling of leaners by external crews shall be at the unit price established in the bid proposal. For all other work, including deployment and staging, the City and the Contractor will negotiate a single hourly rate for each crew member and each piece of equipment after execution of the Contract. Provide sufficient documentation to justify the proposed hourly rates. The first 40 hours of each work week of labor by each employee will be billed at the straight time rate. When an employee exceeds 40 work hours a week, all additional hours will be billed at the overtime rate of one and one-half times the straight time rates. When an employee works during Contractor observed holidays, those hours will be billed at time and one-half rate.

d. Per Diem: External personnel during deployment travel, on standby at a staging area, or performing work requested by the City will be paid a per diem rate for meals and lodging per person. The per diem rate will be billed at the Florida Federal Per Diem Rate in effect at the time of the work (www.federalpay.org/perdiem/2017/florida). For this contract, the per diem rate includes taxes and tips.

B. Timesheets

1. Submit all timesheets on a weekly basis. Beginning and ending times will be for the Eastern Time Zone.
2. Local Crews: Local crews will continue to use the standard COJ timesheet.
3. External Crews: External crews can submit timesheets in a different format, but must include the following:
   a. Name of Crew member
   b. Week ending date
   c. Billable labor hours per day at straight time and time and one-half rates
   d. Food and Lodging per diem rate
   e. Signed itemized receipts when applicable
   f. Mileage during deployment of external crews

C. Travel Time and Mileage Rates for Deployment of External Crews

1. Round-trip travel time for the deployment of personnel and equipment requested by the City begins when each external crew is considered to be "on duty." On duty is when a fully staffed and equipped crew begins travel to the City or returns to the crew's home base. Stops for sleeping or rest periods during roundtrip travel for crew deployment is not included when computing travel time. Time sheets for round-trip travel shall show the time billed each day for each crew member and the mileage for each vehicle.
2. Billable mileage and travel time will be determined by using a publicly available web site based mapping service such as Google Maps or Bing. Include a printed copy of these mapping and time estimates with each travel timesheet. One hour will be added to each crew travel time sheet for each meal stop during travel (breakfast, lunch, or dinner). The reimbursement rate for meals during travel shall be calculated by taking the total hours of travel time divided by 10 and then multiplied by the meal per diem rate. It is understood that travel time may be impacted by traffic or other unavoidable circumstances that may exceed the web site travel time and so some allowance for additional time will be considered. However, once the billable time exceeds 20% of the web site estimate; include a written justification with the timesheets.
3. Contractor will be responsible for all other expenses incurred during deployment travel such as fuel, safety equipment, vehicular repairs, tolls, and snacks.
4. **Mileage rates and hourly rates for each crew member and vehicle assigned to external crews during deployment will be negotiated with the Contractor after the execution of the Contract.**

D. Miscellaneous Expenses

Miscellaneous expenses for External Crews and Local Crews such as fuel, safety equipment, maintenance and repairs of equipment and vehicles, and tools, shall be included in the

mileage and hourly rates established by the Contract. This includes the cost of an appropriate staging area for the crews and equipment.

E. Standby and Staging

Depending on the severity of the event, the City may elect to bring in crews prior to the storm to ensure that they are available for City tree work at the earliest opportunity. In that case, the City will pay for daily lodging, meals and standby time.

1. Personnel on standby or staging at a hotel, at a City staging area or a staging area outside the City will be paid a per diem rate for meals and lodging for each person each day when crews are required to stage at a location prior to arrival in Jacksonville. The per diem rate will be billed at the Florida Federal Per Diem Rate in effect at the time of the work. (www.federalpay.org/perdiem/2017/florida). For this contract, the per diem rate includes taxes and tips.

2. Personnel on standby or staging at a hotel, COJ staging area, or staging area outside the City will be considered billable for standby time of up to 10 hours per day. However, already billable worked or deployment travel time for that day shall be deducted from the daily 10 hour standby time allowed. The daily standby time will be billed as straight time until the total standby time and billable time totals 40 hours for the week. Each hour over 40 shall be billed at one and one-half times the hourly rate. Standby time ends once a crew is released from storm duty by the City.

3. In a severe event in which no hotel or suitable temporary lodging (tent city) is available; the time that crew personnel are required to sleep in their vehicles will be billed at the overtime rate (time and one half) for up to eight hours per day after they have a minimum of 10 hours of billable time working, deployment traveling or on standby. This combined time shall not exceed 24 hours. This overtime will not be permitted once suitable lodging is available.

F. Laundry: All local and external personnel must have clean clothing during the natural disaster clean-up operations. The contractor is responsible for the coordination and cost of the laundry service. This service is not billable to the City.

G. Supervision: Provide one billable general foreperson to supervise each group of 5 to 7 tree crews.

H. Support Personnel: Support personnel, such as administrative supervisors, safety supervisors, and mechanics that the Contractor chooses to assign to the work are not billable.

I. Roster: Prior to deployment of external crews, Contractor shall supply the City with a list of all personnel and their classifications, the equipment used by each crew, and at least one contact cell phone number for each crew foreperson and general foreperson. Contractor should provide one point of contact to fill in a COJ supplied roster in excel format.

J. Crew Composition

1. Bucket crews will consist of two to four personnel based on their normal composition at their home base and shall include one working foreman/climber, and one to three ground hands. Provide at least one contact cell phone number for each crew.

2. Provide a hydraulic pole saw and a hand held gasoline powered pole saw as a spare for each bucket crew. Each crew shall have one chainsaw for each person on the crew, and one spare. Bucket crews shall have at least one big saw with a 28" bar, and no more than one climbing saw with a 14" bar. Each climber shall have one big saw and at least one climbing saw.

3. Provide the basic industry standard compliment of tools for each crew, such as push poles, pruner poles, hanger poles and extensions, ropes, and cant hooks.

4. All personnel shall arrive at the work site prepared to work during inclement weather and night conditions. Raingear, spot lights, and flashlights are considered standard crew equipment and shall be in working order.

5. Provide safety equipment for each crew before deployment. This safety equipment shall include, but is not limited to, the following:

   a. PPE basics: Hardhats, safety glasses, ear protection, work boots, gloves, and first aid kits.

   b. Traffic Control Tools: safety vests, men working signs, safety cones, and stop/slow paddles.

K. The following Table 1 shows 2017 Federal per diem rate for meals and lodging. The table also shows personnel and equipment for which the City may negotiate with the Contractor to establish the payment rates for each item listed. The City may also request rates for labor or equipment not shown in Table 1.

TABLE 1

1. **2017 FEDERAL PER DIEM RATES FOR MEALS AND LODGING PER PERSON**
   Meals: $51.00
   Lodging: $91.00

2. **EMERGENCY PAYMENT RATES FOR EXTERNAL CREWS TO BE NEGOTIATED**
   Personnel Hourly Rates
   General Foreperson
   Working Foreperson/ Crew Leader
   Climber/ Loader Operator
   Groundhand

   Mileage Rates during Roundtrip Deployment and Hourly Rates When Working or on Standby
   Aerial Lift w/ dump body, 50-55' working height
   Aerial Lift w/ dump body, 60-70' working height
   Aerial Lift, 4WD, 50-55' working height
   Aerial Lift, 4WD, 60-70' working height
   Pickup
   Pickup, 4WD
   Loader Truck w/ nuckelboom
   Other Equipment Requested by the City

ADDENDUM NUMBER:	**TWO (2)**
BID NUMBER:	**CP-0238-17**
TITLE OF BID:	**HAZARDOUS TREE SERVICES, TREE PRUNNING, AND RIGHT-OF-AWAY ENCROACHMENT CLEARING**
BID OPENING TIME AND DATE:	**September 6, 2017; 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BECOME PART OF THE CONTRACT.

THE PURPOSE FOR THIS ADDENDUM IS TO NOTIFY BIDDERS OF THE FOLLOWING:

TO ANSWER QUESTIONS FROM BIDDERS

1. **Question:** Will the spider lift or back yard lift be utilized 40 hours a week?

   Answer: The compact truck lift (spider lift) will be utilized on an as-needed basis where site accessibility by bucket truck is a problem.

2. **Question:** In a FEMA event, is the hanger removal rate for any size hanger, any location, accessible or inaccessible?

   Answer: The Contractor will be paid for the removal of 'hangers' by the hourly rate established in the bid proposal for the type of work crew used. This addendum removes the hanger removal unit price from the bid proposal (see Item 7 below).

3. **Question:** The contract states that the contractor must have the ability to have 20 buckets and 8 loaders on the system within 72 hours of a declared disaster. Does the statement mean that the contractor is required to have the 20 bucket and 8 loaders with 72 hours or simply have the ability to do so?

   Answer: The contractor must have the ability to provide a maximum of 20 bucket trucks and 8 loaders with crews necessary to operate the equipment when requested by the City. This equipment and personnel is in addition to the local tree crews required by the contract. The actual number of bucket trucks and loaders requested will be dependent upon the needs of the City after a particular storm event or disaster and may be less than the maximum listed.

4. **Question:** In Section 1 under Pre-qualification of Bidder, pages 1.1 and 1.2, Item #5, please clarify "interior office space?"

   Answer: The Contractor must own or lease an office space for its daily office type operations within a building with a street address that is zoned for office/commercial/ industrial use. The office can be part of an office/warehouse/storage yard facility.

5. **Question:** In Section 1, under Pre-qualification of Bidder, pages 1.1 and 1.2, Item #6, would our sub-contractor be sufficient enough until our GF gets certified?

   Answer: No. The bidder must have an employee, at the time of the bid opening, who is an ISA certified arborist with at least 5-years supervisory experience in the removal and pruning of trees, and who will manage the day-to-day operations of this contract.

6. **Question:** In Section 31.2 Pre-Qualification of Bidders under (C)(1) 50 HP tractor w/15 foot mower deck . . . . . .is the meaning a 5-foot mower deck or is it actually a 15 foot mower deck?

   Answer: See Item 2 below. The mower deck description has been changed.

FINANCE & ADMINISTRATION DEPARMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax 904.255.8837 | www.coj.net

ADDENDUM TWO (2)

BID #CP-0238-17
HAZARDOUS TREE SERVICES, TREE PRUNNING, AND R.O.W ENCROACHMENT CLEARING

TO MODIFIY BID SPECIFICATIONS

SECTION 3, BID PROPOSAL

1. Delete Section 3, Bid Proposal and substitute the attached revised Section 3.

SECTION 5 EQUAL BUSINESS OPPORTURNITY PROGRAM

2. 5(G.)(3.): Delete the first sentence and substitute the following: "*If the Bidder is a certified JSEB contractor, the Bidder, as prime contractor, shall perform at least 70% of the total amount of the work to be performed under this contract with its own workforce.*"

SECTION 20.2.1, GIVING OF NOTICE

3. When giving notice to the City or the Contractor Manager during the contract, deliver notice to:
   Public Works Department
   Attention: Chief of Mowing and Landscape Maintenance Division
   609 St. Johns Bluff Road N.
   Jacksonville, FL 32225

SECTION 20.14, ASSIGNMENT, SUBLETTING OR SUBCONTRACTING

4. Delete the 20.14.1 and substitute the following:

   20.14.1 The Bidder, as prime contractor, shall perform at least 70% of the total amount of the work to be performed under this contract with its own workforce; 15% of the work to be performed by City Certified JSEB's in accordance with Section 5 of these specifications. During the Contract, the prime contractor may subcontract an additional portion of the work if the Contractor can demonstrate to the satisfaction of the Contract Manager that additional help is needed to complete the approved work on schedule and the Contract Manager provides written approval of the subcontractor and the amount of work that subcontractor will perform, so long as the Contractor performs at least 70% of the total work during the contract period.

SECTION 20.44, INSURANCE

5. Note that sub-contractors used by the Bidder must meet the same insurance requirements that are required of the Bidder in Section 20.44.

SECTION 31.2 PRE-QUALIFICATION OF BIDDERS

6. Delete Section 31.2 and substitute the following:

   31.2 PRE-QUALIFICATION OF BIDDERS

   A. Each Bidder shall be an individual, company, partnership, or corporation who has been actively engaged in the field of arboriculture for the past five consecutive years primarily providing tree pruning and tree removal services.

   B. Each Bidder shall demonstrate financial capability to carry out the entire terms of this contract.

   C. At a minimum, the following equipment must be owned or leased by the Bidder or its sub-contractor(s) before execution of the contract. All required equipment shall be no more than 10 years old.

FINANCE & ADMINISTRATION DEPARMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 Phone 904.255.8800 | Fax 904.255.8837 | www.coj.net

ADDENDUM TW0 (2)

BID #CP-0238-17
HAZARDOUS TREE SERVICES, TREE PRUNNING, AND R.O.W ENCROACHMENT CLEARING

Equipment that must be Owned or Leased by the Bidder

1) 55 to70 foot working height aerial lift with dump body 4
2) 70 foot working height aerial lift with dump body 1
3) 80 HP brush chipper..... 4
4) 30 cubic yard Prentice loader type truck..... 2
5) Truck with walk-behind stump grinder..... 1
6) Self-propelled, articulated compact track lift with a 55 foot minimum working height and capable of passing through a 3-foot opening (for locations inaccessible by bucket truck) 1

Equipment that may be Owned or Leased by the Bidder or sub-contractor

7) Sidearm flail mower..... 1
8) Rotary cutter (min. 5 foot cutting width, front & rear protection guards) w/ 3 inch diameter brush cutting capacity attached to a tractor w/ HP(PTO) recommended by cutter manufacturer for the particular model used 1

D. The Bidder must be approved by the Jacksonville Electric Authority (JEA) Forestry Division to work in proximity to energized conductors before submitting a bid.

E. The bidder must have an employee, at the time of the bid opening, who is an International Society of Arboriculture (ISA) certified arborist with at least 5-years supervisory experience in the removal and pruning of trees. The arborist shall have a direct supervisory role in the management of the day-to-day operations of this contract.

F. Bidders must have the ability to respond to a declared emergency with a minimum of twenty (20) aerial lift trucks with a working height of between fifty-five to 70 feet (55-70') and eight (8) thirty (30) yard loader type trucks within 72 hours.

G. Bidder must own, lease or rent an interior office space and a warehouse or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location properly zoned by the City for commercial/industrial use.

H. The Bidder must directly perform at least 70% of the Contract work during the Contract period.

I. All vehicles working under this contract shall be equipped with a 3rd party GPS fleet monitoring software that shows a vehicle profile (type of truck, foreman name, etc.), real time location on a map, trip reports, and a digital fence notifications when vehicles leave and return to the yard. Provide the City with one vendor license to access the software for the duration of the contract.

SECTION 31.42 TECHNICAL REQUIREMENTS

7. (31.42)(E.) Change "Tree Removal" title to "Tree Removal/Felling."

8. (31.42)(E.)(1.) Add the following sentences at the end of the paragraph 1.
Tree removal is defined as the cutting of a tree to the ground level and removal of the tree debris to a legal disposal site. Tree Felling is the cutting of a tree to the ground level, but leaving the tree debris in a pile on the curb side in street the right-of-way for debris collection by others. Keep debris at least one foot back from the curb or pavement.

FINANCE & ADMINISTRATION DEPARTMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.coj.net

2

ADDENDUM TWO (2)

BID #CP-0238-17
HAZARDOUS TREE SERVICES, TREE PRUNNING, AND R.O.W ENCROACHMENT CLEARING

9. (31.42)(K.) Add the following work crew:

   7. *Hourly Tree Pruning/Removal-Compact Track Lift*
      a. *One pickup truck w/one compact track lift on flat-bed trailer*
      b. *One 30 cubic yard Prentice loader type truck*
      c. *One working crewleader/climber*
      d. *Two groundhands*

10. (H.) FEMA Pruning/Removal Definitions

    (H.)(1.) Delete the last sentence of the 'Hanger' definition and substitute the following:

    Payment for each hanger removed shall be based upon the hourly rate established in the contract for the crew doing the work. In addition, record on the time sheet the botanical name and the number of hangers removed from each tree.

    (H.)(2) Delete the last sentence of the 'Leaner' definition and substitute the following:

    Payment for each Leaner removed shall be based upon the hourly rate established in the contract for the crew doing the work. In addition, record on the time sheet the botanical name and DBH of each Leaner.

11. Add the following Section 31.60

31.60 EMERGENCY WORK AFTER MAJOR STORMS OR OTHER SIGNIFICANT DISASTERS

When the City requires emergency tree removal and pruning services from the Contractor following a major storm event or other significant disaster, then the following terms and conditions shall apply to the contractor's local crews and external crews requested by the City. All other conditions of the contract not in conflict with these special conditions of Section 31.60, also apply to the external crews.

A. Crews

1. Local Crews:
   a. Local crews are personnel and equipment normally assigned by the Contractor to perform the normal work described in this contract.
   b. Billing Rates: During a natural disaster, labor and equipment rates for local crews will be billed at the hourly rates established in the contract for emergency operations.
   c. Per Diem: The local crews will not receive per diem pay for food and lodging.

2 External Crews

   a. External crews are crews and equipment brought into the county specifically for a significant storm event or natural disaster, who normally work outside of Duval County and who are designated by the contract to be available for a natural disaster. The City may request some or all of the external crews during the natural disaster, depending upon the needs of the City.
   b. Supervision: Provide one billable General Foreperson for every 5 to 7 external crews who will coordinate, supervise and schedule the assigned crews. Support personnel, such as administrative supervisors, safety supervisors, or mechanics shall be provided at the discretion of the Contractor and are not billable.
   c. Billing Rates: The City and the Contractor will negotiate the labor and equipment billing rates for external crews after execution of the Contract. Provide sufficient documentation to justify the proposed rates. The first 40 hours of each work week of labor by each employee will be billed at the straight time rate. When an employee exceeds 40 work hours a week, all additional hours will be billed at the overtime rate of one and one-half times the straight time

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rates. When an employee works during Contractor observed holidays, those hours will be billed at time and one-half rate.

d. Per Diem: External personnel during deployment travel, on standby at a staging area, or performing work requested by the City will be paid a per diem rate for meals and lodging per person. The per diem rate will be billed at the Florida Federal Per Diem Rate in effect at the time of the work. (www.federalpay.org/perdiem/2017/florida). For this contract, the per diem rate includes taxes and tips.

B. Timesheets

1. Submit all timesheets on a weekly basis. Beginning and ending times will be for the Eastern Time Zone.
2. Local Crews: Local crews will continue to use the standard COJ timesheet.
3. External Crews: External crews can submit timesheets in a different format, but must include the following:
   a. Name of Crew member
   b. Week ending date
   c. Billable labor hours per day at straight time and time and one-half rates
   d. Food and Lodging per diem rate
   e. Signed itemized receipts when applicable
   f. Mileage during deployment of external crews

C. Travel Time and Mileage Rates for Deployment of External Crews

1. Round-trip travel time for the deployment of personnel and equipment requested by the City begins when each external crew is considered to be "on duty." On duty is when a fully staffed and equipped crew begins travel to the City or returns to the crew's home base. Stops for sleeping or rest periods during roundtrip travel for crew deployment is not included when computing travel time. Time sheets for round-trip travel shall show the time billed each day for each crew member and the mileage for each vehicle.
2. Billable mileage and travel time will be determined by using a publicly available web site based mapping service such as Google Maps or Bing. Include a printed copy of these mapping and time estimates with each travel timesheet. One hour will be added to each crew travel time sheet for each meal stop during travel (breakfast, lunch, or dinner). The reimbursement rate for meals during travel shall be calculated by taking the total hours of travel time divided by 10 and then multiplied by the meal per diem rate. It is understood that travel time may be impacted by traffic or other unavoidable circumstances that may exceed the web site travel time and so some allowance for additional time will be considered. However, once the billable time exceeds 20% of the web site estimate; include a written justification with the timesheets.
3. Contractor will be responsible for all other expenses incurred during deployment travel such as fuel, safety equipment, vehicular repairs, tolls, and snacks.
4. **Mileage rates and hourly rates for each crew member and vehicle assigned to external crews during deployment will be negotiated with the Contractor after the execution of the Contract.**

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D. Miscellaneous Expenses
Miscellaneous expenses for External Crews and Local Crews such as fuel, safety equipment, maintenance and repairs of equipment and vehicles, and tools, shall be included in the mileage and hourly rates established by the Contract. This includes the cost of an appropriate staging area for the crews and equipment.

E. Standby and Staging
Depending on the severity of the event, the City may elect to bring in crews prior to the storm to ensure that they are available for City tree work at the earliest opportunity. In that case, the City will pay for daily lodging, meals and standby time.

1. Personnel on standby or staging at a hotel, at a City staging area or a staging area outside the City will be paid a per diem rate for meals and lodging for each person each day when crews are required to stage at a location prior to arrival in Jacksonville. The per diem rate will be billed at the Florida Federal Per Diem Rate in effect at the time of the work. (www.federalpay.org/perdiem/2017/florida). For this contract, the per diem rate includes taxes and tips.

2. Personnel on standby or staging at a hotel, COJ staging area, or staging area outside the City will be considered billable for standby time of up to 10 hours per day. However, already billable worked or deployment travel time for that day shall be deducted from the daily 10 hour standby time allowed. The daily standby time will be billed as straight time until the total standby time and billable time totals 40 hours for the week. Each hour over 40 shall be billed at one and one-half times the hourly rate. Standby time ends once a crew is released from storm duty by the City.

3. In a severe event in which no hotel or suitable temporary lodging (tent city) is available; the time that crew personnel are required to sleep in their vehicles will be billed at the overtime rate (time and one half) for up to eight hours per day after they have a minimum of 10 hours of billable time working, deployment traveling or on standby. This combined time shall not exceed 24 hours. This overtime will not be permitted once suitable lodging is available.

F. Laundry: All local and external personnel must have clean clothing during the natural disaster clean-up operations. The contractor is responsible for the coordination and cost of the laundry service. This service is not billable to the City.

G. Supervision: Provide one billable general foreperson to supervise each group of 5 to 7 tree crews.

H. Support Personnel: Support personnel, such as administrative supervisors, safety supervisors, and mechanics that the Contractor chooses to assign to the work are not billable.

I. Roster: Prior to deployment of external crews, Contractor shall supply the City with a list of all personnel and their classifications, the equipment used by each crew, and at least one contact cell phone number for each crew foreperson and general foreperson. Contractor should provide one point of contact to fill in a COJ supplied roster in excel format.

J. Crew Composition

1. Bucket crews will consist of two to four personnel based on their normal composition at their home base and shall include one working foreman/climber, and one to three ground hands. Provide at least one contact cell phone number for each crew.

2. Provide a hydraulic pole saw and a hand held gasoline powered pole saw as a spare for each bucket crew. Each crew shall have one chainsaw for each person on the crew, and one spare. Bucket crews shall have at least one big saw with a 28" bar, and no more than one climbing saw with a 14" bar. Each climber shall have one big saw and at least one climbing saw.

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3. Provide the basic industry standard compliment of tools for each crew, such as push poles, pruner poles, hanger poles and extensions, ropes, and cant hooks.
4. All personnel shall arrive at the work site prepared to work during inclement weather and night conditions. Raingear, spot lights, and flashlights are considered standard crew equipment and shall be in working order.
5. Provide safety equipment for each crew before deployment. This safety equipment shall include, but is not limited to, the following:
   a. PPE basics: Hardhats, safety glasses, ear protection, work boots, gloves, and first aid kits.
   b. Traffic Control Tools: safety vests, men working signs, safety cones, and stop/slow paddles.

K. The following Table 1 shows 2017 Federal per diem rate for meals and lodging. The table also shows personnel and equipment for which the City may negotiate with the Contractor to establish the payment rates for each item listed. The City may also request rates for labor or equipment not shown in Table 1.

TABLE 1

1. **2017 FEDERAL PER DIEM RATES FOR MEALS AND LODGING PER PERSON**
   Meals: $51.00
   Lodging: $91.00

2. **EMERGENCY PAYMENT RATES FOR EXTERNAL CREWS TO BE NEGOTIATED**
   Personnel Hourly Rates
   General Foreperson
   Working Foreperson/ Crew Leader
   Climber/ Loader Operator
   Groundhand

   Mileage Rates during Roundtrip Deployment and Hourly Rates When Working or on Standby
   Aerial Lift w/ dump body, 50-55' working height
   Aerial Lift w/ dump body, 60-70' working height
   Aerial Lift, 4WD, 50-55' working height
   Aerial Lift, 4WD, 60-70' working height
   Pickup
   Pickup, 4WD
   Loader Truck w/ nuckelboom
   Other Equipment Requested by the City

(SEE NEXT PAGE FOR RECEIPT ACKNOWLEDGEMENT)

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ADDENDUM TW0 (2)

BID #CP-0238-17

HAZARDOUS TREE SERVICES, TREE PRUNNING, AND R.O.W ENCROACHMENT CLEARING

DATE: August 31, 2017 PURCHASING ANALYST: Annette Leslie-Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

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City of Jacksonville

HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

SECTION 3 - REVISED
PROPOSAL

BID NO: CP-0238-17

BID DATE: 9/6/17

TO: THE CITY OF JACKSONVILLE, FLORIDA

FROM: _____

In accordance with the Invitation to Bid to perform Hazardous Tree Services, Tree Pruning, and Right-of-Way Encroachment Clearing for the City of Jacksonville, Florida, subject to the Drawings, Specifications, Standard Specifications and Details, and Addenda thereto, if any, all of which are made a part of this Proposal, the undersigned proposes to perform these services described in the contract documents for the bid amounts as follows:

BASE BID
Provide all required labor, equipment, materials and maintenance to construct work shown in the contract documents as the Base Bid. Work in the Base Bid includes, but is not limited to, the removal of hazardous trees and other trees, emergency tree work, tree pruning, right-of-way vegetation clearance, stump removal, and debris cleanup at various sites throughout the City of Jacksonville.

TOTAL BASE BID $_____ (Figures)

_____ (Words)

The above said figure is understood to be the basis for comparison of Bids only.

A. **PROPOSAL SCHEDULE**

A Bidder must provide a price on each item listed under the Base Bid and each Alternate, (if shown). All entries in the entire Proposal must be made clearly in ink. Unit prices must be written in figures with extended prices obtained by multiplying the listed quantities by the unit prices bid. In case of mathematical errors, unit prices will govern. The Total Base Bid and the total of each Alternate must be written in figures and words.

HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

PROPOSAL SCHEDULE

BASE BID					
Item No.	Description of Work	Est. Qty.	Unit	Unit Cost	Total Cost
1	Remove tree <12" DBH	30	E	$	$
2	Remove tree 12" to 18" DBH	70	E	$	$
3	Remove tree 18" to 24" DBH	50	E	$	$
4	Remove tree 24" to 30" DBH	140	E	$	$
5	Remove tree 30" to 36" DBH	180	E	$	$
6	Remove tree 36" to 42" DBH	120	E	$	$
7	Remove tree 42" to 48" DBH	70	E	$	$
8	Remove tree 48" to 54" DBH	30	E	$	$
9	2 person crew, aerial lift & chipper Hourly pruning & debris disposal	400	Hr	$	$
10	2 person crew, aerial lift & chipper Emergency hourly pruning & debris disposal	100	Hr	$	$
11	3 person crew, aerial lift & chipper Hourly tree removal, pruning & debris disposal	300	Hr	$	$
12	3 person crew, aerial lift & chipper Emergency hourly tree removal, pruning & debris disposal	60	Hr	$	$
13	4 person crew, aerial lift & chipper Hourly tree removal, pruning & debris disposal	40	Hr	$	$
14	4 person crew, aerial lift & chipper Emergency hourly tree removal, pruning & debris disposal	20	Hr	$	$
15	4 person crew, aerial lift, chipper & loader Hourly tree removal, pruning, & debris disposal	100	Hr	$	$
16	4 person crew, aerial lift, chipper & loader Emergency hourly tree removal, pruning & debris disposal	20	Hr	$	$
17	3 person crew, compact track lift Hourly tree removal, pruning & debris disposal	40	Hr	$	$

Item No.	Description of Work	Est. Qty.	Unit	Unit Cost	Total Cost
18	3 person crew, compact truck lift Emergency hourly tree removal, pruning & debris disposal	20	Hr	$	$
19	Stump Grinding	8000	Dia. Inch	$	$
20	Right-of-Way Encroachment Clearing-One (1) side of right-of-way	14	1000 LF	$	$
(Also enter Total Base Bid on Page 3-1) BASE BID TOTAL (Items 1-20)					$

NOTE:

1. "Total Cost" for each item is calculated by multiplying the "Est. Qty." (Estimated Quantity) by the "Unit Cost."
2. "Base Bid Total" is the total dollar amount of all Bid Items.
3. DBH (Diameter Breast Height) range shown includes diameter up to, but not including, next higher number shown.

ADDITIONAL SUBMITTALS TO BE INCLUDED WITH THIS BID TO ESTABLISH BIDDER QUALIFICATIONS.

See *Appendix G* of this Proposal for descriptions of additional submittals to be included with this Bid. Failure to submit the requested documentation with the Bid may result in the Bid being deemed as non-responsive and rejected accordingly.

B. BASIS OF AWARD

The project may be awarded to the lowest responsive, responsible Bidder contingent on the availability of funds within the project's approved budget. The corrected extended prices of the Base Bid, and selected Alternates, if any, will be used to determine the lowest qualified Bid. If selected by the City, Alternate bid items will be awarded in the order of priority listed (i.e., 1, 2, 3), unless otherwise noted. Proposals in which the prices obviously are unbalanced will be rejected. The CITY has the right to reject any or all bids.

C. REVISIONS OF BID PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the ENGINEER at least ten (10) days prior to date of opening of Bids. Revision of the Bid Proposal by the Bidder will void the Bid.

D. CONTRACT EXPIRATION DATE

The Contract expiration date shall be established as follows:

The Contract shall be for one (1) year beginning on the date of the "Blanket Order" issued by the City. The contract may be extended three (3) times for a one (1) year period by mutual agreement of both parties, provided funds are available.

E. BID CHANGES

No changes in the amount of Bids appearing on the outside of Bids will be considered. Only the amounts shown on bid documents inside the envelope will be considered. All changes, corrections and erasures must be initialed by the person signing the bid.

F. COMPLETION OF WORK

The CONTRACTOR shall begin work covered by these specifications within twenty (20) calendar days, including Sundays and holidays, from the date of the City's Blanket Order. The Contact will be for one (1) year from the date of the Blanket Order. All work orders issued under the Blanket Order must be completed by the expiration date established for the Blanket Order unless the Blanket Order is extended by the City.

G. SUBMITTAL STATEMENT

The undersigned Bidder certifies that this Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation bidding on this work; and that the Bid is made in good faith, without outside control, collusion, fraud, or otherwise illegal action.

The undersigned Bidder has examined and read (cover to cover) all Drawings, Specifications, General and Special Conditions, and other Contract Documents, and all Addenda thereto; and is acquainted with and fully understands the extent and character of the work covered by this Proposal and the specified requirements, for the proposed work.

The undersigned Bidder certifies that no officer or agent of the CITY will directly or indirectly benefit from this bid.

The undersigned Bidder states that this Proposal is made in conformity with the Contract Documents, and agrees that in case of any discrepancy or differences between its Proposal and the Contract Documents, the provisions of the latter shall prevail.

The undersigned Bidder certifies that it has carefully examined the foregoing Proposal after the same was completed and has verified every item placed thereon; and agrees to indemnify, defend and save harmless

the CITY against any cost, damage or expense which may be incurred or caused by any error in the Bidder's preparation of same.

The undersigned Bidder states that all applicable taxes are included in the unit prices or Lump Sum Bid and acknowledges this project is not exempt from the State or Local Sales or Use taxes, and payment of such taxes is the responsibility of the Bidder.

The undersigned Bidder certifies that it has reviewed the provisions of the Jacksonville Ethics Code contained in Chapter 602, Jacksonville Ordinance Code, and the provisions of the purchasing Code contained in Chapter 126, Jacksonville Ordinance Code.

The undersigned Bidder agrees to keep its bid in effect for 120 calendar days after the Bid Opening date to allow the CITY time to award the bid, should it be awarded, and time to prepare and execute the contract. This time period begins at the time bids are opened and ends upon the issuance of Notice to Proceed (NTP) by the CITY. The bid prices shall remain in effect throughout the life of the Contract, unless increased in accordance with. Failure of the CITY to issue NTP within the specified time period shall allow Bidder to withdraw its Bid and terminate its contract without penalty or forfeiture of Bid Bond. Failure of the CITY to issue NTP within the specified time period shall not entitle Bidder to an adjustment of its Bid prices, unless mutually agreeable by the CITY.

A Certified Check on _____ (or) Cashier's Check on _____ (or) Bid Bond properly executed by the undersigned and by qualified surety in the sum of Five Thousand Dollar ($5000) made payable to the Tax Collector, City of Jacksonville, Florida, which the undersigned Bidder hereby deposits as a guarantee of good faith and which it agrees to forfeit to the CITY of Jacksonville, not as a penalty, but as fixed and liquidated damages in the event it fails to enter into Contract, or fail to furnish the contract bond required in accordance with the Special Conditions within ten (10) days after receipt of the contract.

The undersigned Bidder certifies, under penalty of perjury and contract rescission, that it has all required licenses to perform the work required to fulfill the terms of the contract resulting from a successful bid. Furthermore, the undersigned Bidder affirms that all subcontractors requiring to be licensed are listed in Appendix "C" and are properly licensed to perform work on their respective portions of this project. The successful bidder will be required to sign an affidavit in accordance with the above provision prior to award of the project.

PRESIDENT	NAME OF BIDDER
SECRETARY	SIGNATURE AND TITLE
TREASURER	BUSINESS TELEPHONE
If Corporation, Affix Corporate Seal	EMERGENCY TELEPHONE
	BUSINESS ADDRESS
	CITY
	STATE AND ZIP CODE

NOTE: FAILURE TO COMPLETE APPENDIX "B" THROUGH "I" MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

APPENDIX A - QUANTITIES

It is understood that the quantities set forth in the Proposal Form are estimates, and that payment will be made only upon the actual quantities of work completed in place, measured as defined in the Contract Documents. It is the Bidder's responsibility to verify the scope of work included in each lump sum bid item.

It is expressly understood and agreed that the foregoing Total Bid(s) is/are the basis for establishing the amount of the Bid Security and is not to be construed as a Lump Sum Proposal.

APPENDIX B - OFF-HOURS WORK (Deleted)

(REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK)

APPENDIX C - LIST OF ALL SUBCONTRACTORS AND SHOP FABRICATORS

For all bids, the Bidder expressly agrees that:

1. In accordance with section 2.16.1, hereof, as part of its bid submission in response to this solicitation, each bidder must complete the following Schedule of Licensed Subcontractors by providing the company name, license number, and phone number of the subcontractor(s) it intends to utilize to perform the scopes of work listed below that are applicable to the project in question (attach additional sheets if necessary).

SCHEDULE OF LICENSED SUBCONTRACTORS

(NOT APPLICABLE TO THIS PROJECT)

Scope of Work	* Self-Perform / License No.	Subcontractor's Company Name	License No.	Phone No.
Underground Utility				
Electrical				
Plumbing				
Mechanical				
Sheet metal				
Roofing				
Structural Welding				
Carpentry				
Pool/Spa				
Irrigation Installation				
Non-structural Siding				
Water Treatment Equip.				
Natural Gas Specialty				
Non-electrical Signage				

*To the extent applicable, bidders are required to indicate, as part of completing the above schedule, all scopes of work that they intend to self-perform and to provide their license numbers to evidence that they currently hold the required certifications, qualifications, or licensing necessary to self-perform the same (see § 489.131, Florida Statutes).

2. In accordance with section 2.16.2, hereof, bidder hereby furnishes the names, addresses and the scopes of work to be performed by the following listed subcontractors and/or shop fabricators, that are NOT required to be certified, qualified, or licensed in accordance with chapter 342, Jacksonville Ordinance Code and/or Chapter 489, Florida Statutes, for their respective scope(s) of work which shall: (i) list ALL subcontractors and shop fabricators for each of their respective scope(s) of work; and (ii) certify that each listed subcontractor and shop fabricator is financially responsible, properly licensed and insured, experienced and qualified to perform their respective scope(s) of work necessary to construct the project in question in a good and workmanlike manner (Attach additional sheets if necessary).

SCHEDULE OF NON-LICENSED SUBCONTRACTORS and/ or SHOP FABRICATORS

Scope of Work	Subcontractor's and/or Shop Fabricator Company Name	Phone No.	Address

APPENDIX D - ADDENDA ACKNOWLEDGMENT

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Date: _____ Acknowledged By: _____

Addendum No. 2 Date: _____ Acknowledged By: _____

Addendum No. 3 Date: _____ Acknowledged By: _____

Addendum No. 4 Date: _____ Acknowledged By: _____

APPENDIX E - TRENCH SAFETY ACT ACKNOWLEDGMENT (Deleted)

APPENDIX F Bid No. _____

CONFLICT OF INTEREST STATEMENT

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either Section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

_____ Signature

_____ Company Name

_____ Name of Official (Type or Print)

_____ Business Address

_____ City, State, Zip Code

SECTION II

I hereby certify that the following named City official(s) and employee(s) having material financial interest(s) in excess of 5% in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title or Position	Date of Filing

_____ Signature

_____ Company Name

_____ Name of Official (Type or Print)

_____ Business Address

_____ City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

GB Form 105 (revised 1/2013)

APPENDIX G

ADDITIONAL PRE-QUALIFICATIONS OF BIDDER AND SUBMITTAL REQUIREMENTS

A Bidder must have the following pre-qualifications before the Bidder is eligible to bid on this project and must submit the requested information with the bid. **Submit all information required for each submittal in the format requested. Do not vary from this requirement.**

All submittals listed below shall be on Company letter head, signed by the Owner or Corporate Officer, and dated. **Failure to meet any of these requirements will be sufficient grounds for the City's rejection of the Bid.** The CONTRACT MANAGER reserves the right to inspect the business location, tools and equipment proposed to be used to confirm conformance with the specifications before awarding the PROJECT.

1. Bidder must be an individual, company, partnership, or corporation which has been actively engaged in the field of arboriculture for the past five consecutive years primarily providing tree pruning and tree removal services.

   SUBMITTAL: Submit the experience record of the Bidder and each sub-contractor for the past 5 years. Each experience record shall show a representative list of related tree work giving the client's name, address, email and phone number, work location, work description, contract amount, and beginning and ending date of each contract.

2. Bidder must demonstrate financial capability to carry out the project.

   SUBMITTAL: Last annual financial statement.

3. The equipment required by Section 31.2-Special Conditions of the Specifications must be owned or leased by the Bidder or its sub-contractor(s) before execution of the contract. However, if a required piece of equipment is not owned or leased by the Bidder or sub-contractor by the bid opening, the Bidder must submit, with the bid, a letter from the seller or lessor of each required piece of equipment not owned or leased by the Bidder or the sub-contractor, stating that the seller/lessor will sell/lease the equipment to the Bidder upon award of the Contract. See Section 31.2 for the equipment that must be owned or leased by the Bidder only. If the selected Bidder and its sub-contractor fail to have the required equipment under ownership or under a one year lease agreement within two weeks after the Bid Award, the City may choose not to execute the Contract with the selected Bidder and may instead award the Contract to the next lowest qualified bidder.

   SUBMITTAL: Submit a separate list of equipment to be provided by the Bidder and each sub-contractor. For each item of equipment, include the name, model, year of manufacture, vehicle registration, and if owned or leased. If the equipment is leased or proposed to be purchased or leased, include the name, address and phone number of the seller/lessor.

4. **Bidder must be approved by the Jacksonville Electric Authority (JEA) Forestry Division to work in the proximity of energized conductors.**

   SUBMITTAL: Submit JEA Approval Letter held by the Bidder and any of its sub-contractors.

5. Bidder must own, lease or rent an interior office space and a warehouse and/or outdoor storage yard to contain the equipment required by this contract at the time of the Award. The office and equipment storage must be at a location zoned by the CITY for commercial or industrial use.

   SUBMITTAL: Submit address of facility and proof that the facility is owned, leased, or rented by the BIDDER.

6. Bidder must employ in a direct supervisory role an International Society of Arboriculture (ISA) Certified Arborist who is involved in the day-to-day operations required by this Contract. The arborist must have at least 5 years of full time supervisory experience in the removal and pruning of trees.

SUBMITTAL: Submit name of arborist supervisor, work resume, and ISA certification. Also include a list of other employees who are ISA Certified Arborist along with the certification number for each employee listed.

7. All vehicles working under this contract shall be equipped with a 3rd party GPS fleet monitoring software that shows a vehicle profile (type of truck, foreman name, etc.), real time location on a map, trip reports, and a digital fence notifications when vehicles leave and return to the yard. Provide the City with one vendor license to access the software for the duration of the contract.

   SUBMITTAL: Submit documentation to show that the fleet is equipped with a GPS fleet monitoring system by ownership or lease.

8. Bidder must have the ability to respond to a declared emergency disaster with a minimum of twenty (20) aerial lift trucks with a working height of at least fifty five feet (55') and eight (8) thirty (30) yard loader type trucks within 72 hours after notification.

   SUBMITTAL: Submit evidence of this fleet, its current location(s) and employer.

9. The Bidder must be able to directly perform at least 70% of the Contract work during the Contract period.

APPENDIX H

SCHEDULE OF JSEB SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

NAME OF BIDDER: _____

PROJECT TITLE: _____

BID NUMBER: _____ TOTAL BASE BID AMOUNT: _____

*Please list all JSEBs

NAME OF SUB FIRM	ADDRESS OF FIRM	TYPE OF SUB (if certified)	TYPE OF WORK TO BE PERFORMED	TOTAL CONTRACT VALUE

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2004-602, at the time of bid opening, the same will not be counted toward meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature of Prime Contractor _____ Title _____ Date _____

Print Name _____

Attach additional list of subcontractors/sub-consultants as needed

FORM 1

APPENDIX I

LETTER OF INTENT
TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR
(to be utilized by JSEBs only)

_____
NAME OF JSEB SUPPLIER/CONSULTANT/SUBCONTRACTOR

NAME OF PROJECT: _____ BID NO: _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax
Signature of JSEB Supplier/Consultant/ Subcontractor	Print Name of JSEB Supplier/ Consultant/ Subcontractor
Title	Date

*Scope of Work and Price are for the Total Base Bid only.

Total price must be filled in on this form in order for JSEB participation to be considered valid. This form must be used for Letter of Intent.

FORM 2

APPENDIX J
05/2014

NO BID FORM

Bid #_____ Bid Name_____

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St, Ste #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ☐ Insufficient time to respond
- ☐ Conflicts with production schedule
- ☐ Don't meet minimum requirements
- ☐ Do not offer these commodities/svcs
- ☐ Unable to meet bond requirements
- ☐ Other (please state below)

_____

_____

Suggestions: _____

_____

Company Name _____

Signature & Title _____

Street _____ City _____

State:_____ Zip: _____ Phone: _____

IF NOT SUBMITTING A BID, PLEASE SUBMIT THIS FORM ONLY
DO NOT SEND BACK THE BID PACK

ADDENDUM NUMBER:	**THREE (3)**
BID NUMBER:	**CP-0238-17**
TITLE OF BID:	**HAZARDOUS TREE SERVICES, TREE PRUNNING, AND RIGHT-OF-AWAY ENCROACHMENT CLEARING**
BID OPENING TIME AND DATE:	**September 6, 2017; 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BECOME PART OF THE CONTRACT.

The bid opening date has been extended to **Wednesday, September 13, 2017.**

DATE: September 1, 2017 PURCHASING ANALYST: Annette Leslie-Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature

Title

Company

Date

ADDENDUM NUMBER:	**FOUR(4)**
BID NUMBER:	**CP-0238-17**
TITLE OF BID:	**HAZARDOUS TREE SERVICES, TREE PRUNNING, AND RIGHT-OF-AWAY ENCROACHMENT CLEARING**
BID OPENING TIME AND DATE:	**Wednesday, September 20, 2017; 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BECOME PART OF THE CONTRACT.

THE PURPOSE FOR THIS ADDENDUM IS TO NOTIFY BIDDERS OF THE FOLLOWING:

TO CHANGE BID OPENING DATE

1. The Bid Opening Date has been extended to Wednesday, September 20, 2017.

TO ANSWER QUESTION FROM BIDDERS

2. Revision to answer to Item 2 in Addendum Two.
   2. **Question:** In a FEMA event, is the hanger removal rate for any size hanger, any location, accessible or inaccessible?

      Answer: The Contractor will be paid for the removal of 'hangers' by the unit price established in the bid proposal for each hanger removed no matter the limb diameter of 2 inches or above or the location.

TO MODIFIY BID SPECIFICATIONS

SECTION 3, BID PROPOSAL

3. Delete pages 3.1 to 3.3 of Revised Section 3- Bid Proposal, dated 8/30/2017, and substitute the attached revised pages 3.1 to 3.3, dated 9/7/2017.

SECTION 31.42 TECHNICAL REQUIREMENTS

4. (H.) FEMA Pruning/Removal Definitions

   Delete the revised paragraphs shown on Addendum 2 and substitute the following

   (H.)(1.) Delete the last sentence of the 'Hanger' definition and substitute the following:

   Payment for each hanger removed shall be based upon the unit price established in the contract for each hanger removed during a FEMA response. In addition, record on the time sheet or other form provided by the City, the botanical name of each tree with hangers, its location, the number of hangers removed from each tree, and the diameter of each hanger removed.

   (H.)(2) Delete the last sentence of the 'Leaner' definition in Addendum 2 and substitute the following:

   Payment for each Leaner removed during a FEMA response shall be based upon the unit price established by the bid proposal. Record the botanical name, the DBH of each Leaner and its location on the time sheet or other form provided by the City.

PROCUREMENT DIVISION, INTRA-GOVERNMENTAL SERVICES DEPARMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.coj.net

ADDENDUM FOUR (4)

BID #CP-0238-17
HAZARDOUS TREE SERVICES, TREE PRUNNING, AND R.O.W ENCROACHMENT CLEARING

5. Delete the paragraph A of Section 31.60 included in Addendum 2 and substitute the following:

   A. Crews

      1. Local Crews:

         a. Local crews are personnel and equipment normally assigned by the Contractor to perform the normal work described in this contract.

         b. Billing Rates: During a natural disaster, labor and equipment rates for local crews will be billed at the hourly rates for emergency work. During a FEMA response, the removal of hangers and leaners shall be billed at the unit prices established in the bid proposal.

         c. Per Diem: The local crews will not receive per diem pay for food and lodging.

      2 External Crews

         a. External crews are crews and equipment, brought into the county specifically for a significant storm event or natural disaster, who normally work outside of Duval County and who are designated by the contract to be available for a natural disaster. The City may request some or all of the external crews during the natural disaster, depending upon the needs of the City.

         b. Supervision: Provide one General Foreperson for every 5 to 7 external crews who will coordinate, supervise and schedule the assigned crews. Support personnel, such as administrative supervisors, safety supervisors, or mechanics shall be provided at the discretion of the Contractor and are not billable.

         c. Billing Rates: During a FEMA response, the payment for the removal of hangers and the removal/felling of leaners by external crews shall be at the unit price established in the bid proposal. For all other work, including deployment and staging, the City and the Contractor will negotiate a single hourly rate for each crew member and each piece of equipment after execution of the Contract. Provide sufficient documentation to justify the proposed hourly rates. The first 40 hours of each work week of labor by each employee will be billed at the straight time rate. When an employee exceeds 40 work hours a week, all additional hours will be billed at the overtime rate of one and one-half times the straight time rates. When an employee works during Contractor observed holidays, those hours will be billed at time and one-half rate.

         d. Per Diem: External personnel during deployment travel, on standby at a staging area, or performing work requested by the City will be paid a per diem rate for meals and lodging per person. The per diem rate will be billed at the Florida Federal Per Diem Rate in effect at the time of the work. (www.federalpay.org/perdiem/2017/florida). For this contract, the per diem rate includes taxes and tips.

(SEE NEXT PAGE FOR RECEIPT ACKNOWLEDGEMENT)

PROCUREMENT DIVISION, INTRA-GOVERNMENTAL SERVICES DEPARMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone: 904.255.8800 | Fax: 904.255.8837 | www.coj.net

ADDENDUM FOUR (4)

BID #CP-0238-17
HAZARDOUS TREE SERVICES, TREE PRUNNING, AND R.O.W ENCROACHMENT CLEARING

DATE: September 7, 2017 PURCHASING ANALYST: Annette Leslie-Burney

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

_____
Bidder's Signature

_____
Title

_____
Company

_____
Date

PROCUREMENT DIVISION, INTRA-GOVERNMENTAL SERVICES DEPARMENT
214 N. Hogan Street, Suite 800 | Jacksonville, FL 32202 | Phone 904.255.8800 | Fax: 904.255.8837 | www.coj.net

SUBJECT: HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

BID #: CP-0238-17 **OPEN DATE:** 9/20/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: MOWING AND LANDSCAPE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

NUMBER OF BIDS INVITED: (42) NUMBER RECEIVED: (1) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Subject bid was awarded on 10/26/17 to Lewis Tree Service, Inc., in the amount of $830,842.30; Increase approved on 01/11/18 in the amount of $960,878.70.

Recommend approval to utilize the first renewal option with Lewis Tree Service, Inc., in the annual expenditure amount of $853,275.04. This reflects the 2.7% increase to the contract unit prices for all items, per Consumer Price Index for all Urban Consumers-South Region (Series CUUR0300SAO) from June 2017 through June 2018, as required in Section 31.44 of bid specifications. This results in an overall increase of $22,432.74 to the base bid price. Period of Service will be from October 26, 2018 through October 25, 2019, with two (2) renewal options remaining. Total award amount not-to-exceed $2,644,996.04.

Funding for this award to be encumbered by account(s): PWML011TR-03410; PWML15F-04904; PWML461TR-03410 to be executed by Purchase Order(s).

Attachments: Recommendation Memo, Vendor Letter, CPI Information, Section 31.44, Previous Award(s)

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2018. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event the funds are appropriated.

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Dave McDaniel, Chief, Mowing and Landscape Maintenance Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 8/02/18

Teresa L. Eicher

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/02/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION Sam E. Mousa

Sam E. Mousa
~~Chief Administrative Officer~~
For: Mayor Lenny Curry
~~Under Authority of:~~
Executive Order No. 2015-05

SUBJECT: HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

BID #: CP-0238-17

OPEN DATE: 9/20/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: MOWING AND LANDSCAPE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

NUMBER OF BIDS INVITED: (42) NUMBER RECEIVED: (1) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Subject bid was awarded on 10/26/17 to Lewis Tree Service, Inc., in the amount of $830,842.30.

Recommend approval to increase award with Lewis Tree Service, Inc., in the amount of $960,878.70, for tree services and any emergency tree services that may arise during the fiscal year, total revised annual expenditure not-to-exceed $1,791,721.00.

Funding will be encumbered by issuance of individual purchase orders under master blanket using various PWML accounts.

Attachments: Recommendation Memo, Previous Award

ANALYST: Marilyn Laidler
MARILYN LAIDLER

RESPECTFULLY SUBMITTED
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Dave McDaniel, Chief, Mowing and Landscape Maintenance Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 01/11/18

Teresa R. Eichner

OTHER:

ACTION OF AWARDING AUTHORITY DATE 1/11/18

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Massa
Chief Administrative Officer
For Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05

SUBJECT: HAZARDOUS TREE SERVICES, TREE PRUNING AND RIGHT-OF-WAY ENCROACHMENT CLEARING

BID #: CP-0238-17

OPEN DATE: 9/20/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: MOWING AND LANDSCAPE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

NUMBER OF BIDS INVITED: (42) NUMBER RECEIVED: (1) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, Lewis Tree Service, Inc. Period of service is for one (1) year from date of award. Total expenditure amount is $630,842.30.

This award to be funded by the following accounts on an as-needed basis and to be encumbered by purchase order: PWML011TR-03410; PWML15F-04904; PWML461TR-03410; PWML1L2PPTR-03410

Attachments: Recommendation Memo, Tabulation, Terms & Conditions, Scope of Work

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED

GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Dave McDaniel, Chief, Mowing and Landscape Maintenance Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 10/26/17

OTHER:

ACTION OF AWARDING AUTHORITY

DATE 10/26/17

APPROVED

DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of:
Executive Order No. 2015-05