SUBJECT: HAZARDOUS TREE REMOVAL SERVICES FOR FEMA EVENTS

BID #: SC-0372-24 **OPEN DATE:** 5/1/2024

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – TWO (2) YEARS FROM DATE OF EXECUTED CONTRACT WITH TWO (2) TWO-YEAR RENEWAL OPTIONS

AGENCY: MOWING AND LANDSCAPE MAINTENANCE DIVISION

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

NUMBER OF BIDS INVITED: 25 **NUMBER RECEIVED:** 3 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to Ceres Environmental Services, Inc. as the lowest responsive, responsible bidder. Period of service will be two (2) years from the date of executed contract with two (2) two-year renewal options. Initial not-to-exceed award amount will be $8,344,268.41.

This award will be funded from various agency accounts, executed by formal contract agreement through the Office of General Counsel, and executed by Purchase Order(s).

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Terms & Conditions, Specifications

ANALYST: _____
DAVID KLAGES

RESPECTFULLY SUBMITTED: _____
DUSTIN FREEMAN, 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 _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

DocuSign Envelope ID: 0873D011-972F-4880-BD09-79E15E67290F

City of Jacksonville, Florida

Donna Deegan, Mayor

Department of Public Works

Mowing & Landscape Maintenance Division
609 St. Johns Bluff Road, N.
Jacksonville, FL 32225
(904) 255-4299
Jacksonville.gov

A NEW DAY.

MEMORANDUM

TO: **Dustin L. Freeman, Chief**
Procurement Division

THRU: **Nina Sickler, P.E., Director**
Public Works Department

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

SUBJECT: **Recommendation to Award – SC-0372-24**
Ceres Environmental Services, Inc.
Hazardous Tree Removal Services for FEMA Events

DATE: **May 8, 2024**

The Procurement Division received three (3) bids for the above solicitation and determined each to be responsive. The Mowing and Landscape Maintenance Division of the Department of Public Works reviewed the three (3) bids, determining that Ceres Environmental Services, Inc. submitted the lowest bid of $8,344,268.41 and that the bid is responsible by merit of meeting minimum requirements.

This solicitation was reviewed and approved by the EBO Office for compliance and assigned a goal of Encouragement.

Accordingly, the Mowing and Landscape Maintenance Division recommends awarding the solicitation to Ceres Environmental Services, Inc. 6371 Business Boulevard, Suite 100, Sarasota, FL 34240 in the amount of $8,344,268.41. The award is for two (2) years from date of executed contract with two 2-year renewal options.

Funding for this award will be encumbered by individual releases against the appropriate purchase order agreement, dependent on funding, the appropriate account, and fiscal year with a formal contract executed through the Office of General Counsel.

Please contact Jonathan Colburn, Urban Forestry Manager at 255-4324 with any questions.

Attachment:
- Bid Tabulation Sheet

cc: Tammy Duggan, Public Works Contract and Finance Manager

Klages, David - AFPS

From: Tia Laurie <Tia.Laurie@ceresenv.com>
Sent: Thursday, May 9, 2024 10:52 AM
To: Klages, David - AFPS
Cc: Margarita Gusakovskaya
Subject: RE: [External] Total Bid Amount for SC-0372-24 Hazardous Tree Removal Services for FEMA Events

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.

David,
Thank you for the email. I concur that the Total Bid Amount is $8,344,268.41.

Respectfully,

Tia Laurie
Ceres Environmental Services, Inc.
Director of Administration/ Corporate Secretary
6371 Business Boulevard (NEW ADDRESS)
Suite 100
Sarasota, FL 34240
941-358-6363
Tia.Laurie@ceresenv.com

Proven. Responsive. Ready.

LIKE us on Facebook **@CeresEnvironmental**

From: Klages, David - AFPS <DKlages@coj.net>
Sent: Thursday, May 9, 2024 8:51 AM
To: Tia Laurie <Tia.Laurie@ceresenv.com>
Subject: [External] Total Bid Amount for SC-0372-24 Hazardous Tree Removal Services for FEMA Events
Importance: High

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Tia. Attached is your bid submittal the bid tabulation for **SC-0372-24 Hazardous Tree Removal Services for FEMA Events**. The Extended Prices in your bid submittal are all correct based on your Unit Prices; however, the Total Bid amount is incorrect. Would you please let me know if you concur that the Total Bid Amount is $8,344,268.41?

Thank you,

David R. Klages
Purchasing Analyst
City of Jacksonville | Procurement Division
214 N. Hogan Street, Suite 800

BID TABULATION
SUMMARY

Title:	Hazardous Tree Removal Services for FEMA Events	**Ceres Environmental**	**ONAS Corporation**	**The Preservation Firm, LLC**
Bid No.:	SC-0372-24			
Close Date:	May 1, 2024			
Analyst:	David Klages			
No. Invited:	(6) **No. Received:** (3) **Other:** (0)			
Announcer:	Michelle Spitler			
Recorded By:	Melissa Pierce			
	Total Bid (Items 1 - 28):	**$8,344,268.41**	**$13,438,300.00**	**$10,784,415.00**
	Terms:	No Discount	Not Stated	Not Stated
	Delivery:	N/A	N/A	N/A
	Signed Bid Form:	Yes	Yes	Yes
	Bid Proposal Form:	Yes	Yes	Yes
	Conflict of Interest Certificate:	Yes	Yes	Yes
	Federal Funding Forms	Yes	Yes	Yes
	Addenda:	N/A	N/A	N/A

BID TABULATION

Title:	Hazardous Tree Removal Services for FEMA Events
Bid No.:	SC-0372-24
Close Date:	May 1, 2024
Analyst:	David Klages
No. Invited:	(6) **No. Received:** (3) **Other:** (0)
Announcer:	Michelle Spitler
Recorded By:	Melissa Pierce

Item #	Description	Unit of Measure	Est. Annual Quantity	Ceres Environmental		ONAS Corporation		The Preservation Firm, LLC	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Remove tree/leaner <12" DBH	Each	25	$115.00	$2,875.00	$2,100.00	$52,500.00	$85.00	$2,125.00
2	Remove tree/leaner 13" to 18" DBH	Each	25	$230.00	$5,750.00	$2,500.00	$62,500.00	$675.00	$16,875.00
3	Remove tree/leaner 19" to 24" DBH	Each	35	$345.00	$12,075.00	$3,500.00	$122,500.00	$675.00	$23,625.00
4	Remove tree/leaner 25" to 30" DBH	Each	35	$373.75	$13,081.25	$4,000.00	$140,000.00	$1,075.00	$37,625.00
5	Remove tree/leaner 31" to 36" DBH	Each	35	$385.25	$13,483.75	$4,500.00	$157,500.00	$1,075.00	$37,625.00
6	Remove tree/leaner 37" to 42" DBH	Each	25	$391.00	$9,775.00	$5,000.00	$125,000.00	$2,600.00	$65,000.00
7	Remove tree/leaner 43" to 48" DBH	Each	25	$402.50	$10,062.50	$5,500.00	$137,500.00	$2,600.00	$65,000.00
8	Remove tree/leaner 49" to 54" DBH	Each	25	$408.25	$10,206.25	$6,000.00	$150,000.00	$4,500.00	$112,500.00
9	Remove trees from ditch areas within abutting ROW	Each	25	$287.50	$7,187.50	$1,800.00	$45,000.00	$250.00	$6,250.00
10	2 person crew, aerial lift & chipper Hourly pruning and debris disposal	Hour	8	$306.44	$2,451.52	$350.00	$2,800.00	$350.00	$2,800.00
11	3 person crew, aerial lift & chipper Hourly pruning and debris disposal	Hour	8	$350.77	$2,806.16	$450.00	$3,600.00	$410.00	$3,280.00
12	4 person crew, aerial lift & chipper Hourly pruning and debris disposal	Hour	8	$395.10	$3,160.80	$550.00	$4,400.00	$470.00	$3,760.00
13	3 person crew, spider lift Hourly tree removal and debris disposal	Hour	8	$325.71	$2,605.68	$600.00	$4,800.00	$450.00	$3,600.00
14	Load eligible vegetative debris from Public Right-of-Ways and haul to temporary storage and reduction site (0 to <15 miles)	CY	300,000	$7.98	$2,394,000.00	$8.00	$2,400,000.00	$9.00	$2,700,000.00
15	Load eligible vegetative debris from Public Right-of-Ways and haul to temporary storage and reduction site (15 miles to <30 miles)	CY	150,000	$8.48	$1,272,000.00	$12.00	$1,800,000.00	$10.00	$1,500,000.00
16	Load eligible vegetative debris from Public Right-of-Ways and haul to temporary storage and reduction site (30 miles and greater)	CY	50,000	$8.98	$449,000.00	$15.00	$750,000.00	$11.00	$550,000.00

BID TABULATION

Title:	Hazardous Tree Removal Services for FEMA Events
Bid No.:	SC-0372-24
Close Date:	May 1, 2024
Analyst:	David Klages
No. Invited:	(6) **No. Received:** (3) **Other:** (0)
Announcer:	Michelle Spitler
Recorded By:	Melissa Pierce

Item #	Description	Unit of Measure	Est. Annual Quantity	Ceres Environmental Unit Price	Ceres Environmental Extended Price	ONAS Corporation Unit Price	ONAS Corporation Extended Price	The Preservation Firm, LLC Unit Price	The Preservation Firm, LLC Extended Price
17	Load eligible C&D debris from Public Right-of-Ways and haul to directed location (0 to <15 miles)	CY	75,000	$8.03	$602,250.00	$12.00	$900,000.00	$10.00	$750,000.00
18	Load eligible C&D debris from Public Right-of-Ways and haul to directed location (15 miles to < 30 miles)	CY	75,000	$8.98	$673,500.00	$13.00	$975,000.00	$11.00	$825,000.00
19	Load eligible C&D debris from Public Right-of-Ways and haul to directed location (30 miles and greater)	CY	50,000	$9.48	$474,000.00	$15.00	$750,000.00	$12.00	$600,000.00
20	Reduce vegetative debris by grinding/chipping	CY	300,000	$5.98	$1,794,000.00	$12.00	$3,600,000.00	$7.00	$2,100,000.00
21	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal site (0-30 miles)	CY	50,000	$2.98	$149,000.00	$5.00	$250,000.00	$8.00	$400,000.00
22	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal site (31 to 60 miles)	CY	50,000	$3.98	$199,000.00	$8.00	$400,000.00	$9.00	$450,000.00
23	Load, haul and dispose of TDS material (mulch) to an approved permanent disposal site (61 miles or greater)	CY	50,000	$4.25	$212,500.00	$12.00	$600,000.00	$10.00	$500,000.00
24	Extract hazardous stumps (FEMA definition): 24.01" to <36" in diameter. Place fill dirt and see. Haul to TDS.	Each	50	$100.00	$5,000.00	$20.00	$1,000.00	$150.00	$7,500.00
25	Extract hazardous stumps (FEMA definition): 36.01" to <48" in diameter. Place fill dirt and see. Haul to TDS.	Each	50	$200.00	$10,000.00	$25.00	$1,250.00	$175.00	$8,750.00
26	Extract hazardous stumps (FEMA definition): Greater than 48.01" in diameter. Place fill dirt and seed. Haul to TDS.	Each	50	$250.00	$12,500.00	$30.00	$1,500.00	$250.00	$12,500.00
27	Replacement of sod (St Augustine)	SY	50	$19.98	$999.00	$15.00	$750.00	$9.00	$450.00
28	Replacement of sod (Bahia)	SY	50	$19.98	$999.00	$14.00	$700.00	$3.00	$150.00
			Total Bid (Items 1 - 28):	**$8,344,268.41**		**$13,438,300.00**		**$10,784,415.00**	

TERMS AND CONDITIONS

HAZARDOUS TREE REMOVAL SERVICES FOR FEMA EVENTS

1. **SCOPE**
The City of Jacksonville's Procurement Division is currently accepting bids to obtain a source of supply for the item(s)/service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s)/service(s) and to obtain pricing commitments for **Hazardous Tree Removal Services for FEMA Events** as listed in the bid documents.

2. **AWARD**
Award will be **ALL OR NONE** to the lowest responsive, responsible bidder. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

3. **TERM OF AGREEMENT**
The term of this agreement will be **two (2) years from the date of executed contract with two (2) two-year renewal options**. Renewal Options may be exercised at the discretion of the City based on supplier performance and adherence to the terms and conditions set forth in the bid documents.

4. **MINIMUM REQUIREMENTS**
Bidders should submit or comply with the following requirements. Failure to submit any of these requirements may be grounds for rejection:

   a. Bidder shall be an individual, company, partnership, or corporation which has been actively engaged in the field of tree removal services for at least three (3) out of the past (5) years.

   b. Bidder must have successfully completed a minimum annual (per year) aggregate billing value of $300,000 on tree removal contracts for at least three (3) out of the past five (5) years. Bidder must complete and return the Business References form herein with their bid submittal. Failure to provide all information identified in this requirement may result in the Bidder being unresponsive.

   c. Bidder must provide the name(s) and license(s) of the individual(s) who will serve as an ISA certified arborist for the duration of the contract. The resumé(s) of said individual(s) shall be included with the bid submittal.

5. **PRE-BID CONFERENCE**
N/A.

6. **STATE CONTRACTS**
The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The City reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**
Quantities indicated reflect the estimated quantities to be purchased throughout the contract period and are subject to fluctuation in accordance with actual requirements. The City reserves the right to purchase more than the estimated quantities listed or not to make any purchase against this bid if it so deems necessary anytime during the contract period. **The City reserves the right to add or delete items during the contract period.** The City will order on an as needed basis.

8. **DELIVERY**
A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the first year of the initial contract period. After the first year of the contract term, the Supplier may submit in writing a request for price escalation / de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry-wide increase.

The Supplier's request for a price increase will be based solely upon the percentage change for the month that falls four (4) months prior to the renewal date, using the Consumer Price Index for all Urban Consumers-South Region All Items (Series CUUR0300SAO) each year of the previous two years, compounded annually. If the City agrees to a price increase, the new Unit Prices will be determined by using the current Unit Prices in place at the time of renewal and adjusting them by the amount of the agreed upon increase percentage. Example: If renewal is June 15th, CPI for the month of February will be utilized. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.

11. PICK UP AND RETURNS

N/A.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include: Purchase Order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE**: inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. The awarded supplier will be required to submit a copy of their Certificate of Commercial Liability Insurance within ten (10) days from the date of receipt of the award notice. Bid number shall be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

HAZARDOUS TREE REMOVAL SERVICES FOR FEMA EVENTS

All questions and/or discrepancies regarding the bidding process or the bid documents must be submitted in writing to David Klages, Purchasing Analyst, at dklages@coj.net by the date and time specified on the Bid Form.

When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

Bidders shall not make changes to any document in this solicitation. Changes to this solicitation will be authorized only via posted addendum. Any unauthorized changes may result in rejection of the bid submittal.

Bidders and Subcontractor(s) must possess a local business tax receipt from the Duval County Local Business Tax Office (904-255-5700, option 3) within ten (10) business days from the Notice of Award.

1.0 Definitions

A. City: The City of Jacksonville, Florida, including its departments, designated agencies, and independent authorities.

B. Contract Manager: The authorized representative(s) of the Mowing and Landscape Maintenance Division who is (are) assigned to the Agreement to ensure that all work requirements are completed in accordance with the agreement documents.

C. PWML Inspector: The City's Public Works Mowing and Landscape Maintenance Division inspection staff, authorized by the Contract Manager.

2.0 Description of Work

A. If the City's Public Works Mowing and Landscape Maintenance Division requires hazardous tree removal services in response to a weather event or any significant or catastrophic event (e.g. hurricanes, storms, tornadoes), the Contractor shall provide all labor, equipment, fuel, and miscellaneous costs to remove hazardous trees.

B. This contract would potentially be invoked for Local, State, and Federally declared disaster events. Services may include: removal of trees; collecting and removing debris, including the clearing and removal of debris from the public right-of way (Cut & Toss), streets and roads; disposing of debris at designated sites within Duval County; establishing and operating temporary debris staging and processing sites; and facilitating the City, Federal and State reporting and reimbursement efforts.

C. In anticipation of a weather event, the Contractor must be able to stage and mobilize all labor and equipment within four (4) hours of notification from the Contract Manager.

D. The Contractor shall disclose current and future tree removal service contractual obligations throughout the term of the contract and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this contract. Such disclosure shall be provided to the City within thirty (30) days of entering into said contractual obligation.

3.0 Issuance of Purchase Order and Notice to Proceed

After award, the City will issue a Contract and Purchase Order to the Contractor. No work shall be started until the Contractor has received the Contract, Purchase Order and written Notice to Proceed from the Contract Manager.

4.0 Intent of Specifications

The intent of the Specifications is to describe the required services for hazardous tree removal. It is not the intent of these Specifications to minutely define the mode, means, methods, techniques, sequence, or procedures of tree removal services by the Contractor or the safety precautions and programs incidental to the work, but rather to set forth reasonable and rational criteria for the performance thereof. Contractor is responsible for scheduling and completing work operations to meet or exceed the criteria established within this solicitation.

5.0 Intent of Agreement

A. Work will be performed within the City of Jacksonville, Florida owned or maintained areas.

B. Contractor must have a local office within Duval County or within the abutting counties of Nassau, Baker, Clay, or St. Johns before the execution of the Award. Contractors are not required to have a local office in order to respond to this solicitation; however, the selected Contractor will be required to open a local office before the date of Award.

6.0 Authority of the Contract Manager

All work shall be completed to the satisfaction of the Contract Manager or their designated representative to include PWML Inspectors. The primary authority of the PWML Inspector shall be to evaluate the Contractor's work for compliance with the award documents. At no time shall the Contract Manager or PWML Inspectors supervise the Contractor's work force nor create any responsibility for the acts or omissions of the Contractor, subcontractor, or supplier during the Award period.

7.0 Contractor's Supervision

The Contractor shall supervise and direct the work efficiently and with their best skill and attention. The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of tree removal services and for the supervision of its employees and subcontractors while performing work under this Agreement. The Contractor is responsible for supervising their workforce and is responsible for acts or omissions of their subcontractor's or supplier's.

8.0 Contractor's Superintendent and Quality Control Inspectors

A. The Contractor shall appoint a Superintendent who will be the Contractor's "Contact Person" or liaison with the City for all communications pertaining to this Agreement. The Superintendent shall be readily available via local telephone, cell phone, email, and fax.

B. The Superintendent shall speak, read, write, and understand English.

C. The Superintendent shall designate a "Quality Control Inspector" who will verify that all items reported to the Contract Manager as complete are in conformance with the quality standards set forth in these documents.

9.0 Qualification of Contractor Personnel

A. All personnel of the Contractor and its subcontractors shall be fully competent. The Contractor shall be responsible for employee work performance.

B. At least one (1) responsible person who speaks, reads, and understands English shall be part of each work crew at all times while working on this Agreement.

C. Should the Contract Manager determine that an employee of the Contractor or its subcontractor is incompetent, intemperate, disorderly, or insubordinate, such employee shall, upon written notice by the Contract Manager, be discharged from the work and shall not be allowed to perform work without the written consent of the Contract Manager. Failure of the Contractor to remove such an employee from the workforce may result in a temporary suspension of work and withholding of payments until the problem is corrected.

D. The Contractor shall protect, defend, indemnify, and hold harmless the City, its agents, officials, and employees from any claim, action, or suit which may arise from the removal, discharge, or suspension of the employee or subcontractor.

10.0 Insurance

A. The Contractor and its subcontractors, if any, shall procure and maintain at their expense the insurance of the types and in the minimum amounts stated in Insurance and Indemnification Section of this solicitation throughout the life of this Agreement. If the selected Contractor cannot meet these requirements, the City will award the work to the next lowest qualified Bidder.

B. The Contractor shall submit to the Contract Manager a Certificate of Insurance for itself and each subcontractor within ten (10) days after receiving the Notice of Award. Include the bid number on each certificate. Work shall not commence until all required certificates have been reviewed and approved by the City.

11.0 Services

The Contractor will be expected to meet the following operational requirements during the course of the contract:

- Following a notice-to-proceed, shall marshal/stage personnel and equipment for rapid deployment into the City.
- As assigned by the Contract Manager, shall remove trees, including leaners and hangers, from the City's ROW and Parks. The exact quantities are unknown and will depend on the size of the weather event.
- Shall rapidly adjust the flow of resources based on the extent and magnitude of damage/debris.
- Have an ISA certified arborist on staff.
- Contractor shall conduct his operations so as not to interfere with the disaster response and recovery operations of federal, state, and local governments or agencies, or of any public or private utilities.
- All work shall be accomplished in a safe manner in accordance with current ANSI Z133 and OSHA professional and safety standards, respectively.
- Trees shall be removed in accordance with the ANSI A300 professional standard. All debris associated with operations shall be removed off site, legally.
- Trees and vegetative debris can be taken to an approved Temporary Debris Site (TDS), to be reduced and properly transported to a final disposal location.
- White goods and Hazardous Toxic Waste (HTW) shall be removed by others. HTW shall be reported to the Contract Manager immediately, upon discovery.
- All other eligible debris, tree stumps, dangerous leaners/hangers, etc. shall be coordinated with the Contract Manager prior to the work and will be handled according to FEMA policy.

12.0 Priority of Work Areas

The City will establish the priority of and shall approve each work area in advance, which the Contractor will be allowed to work. Daily and/or weekly scheduled meetings will be held to determine approved work areas. The Contractor shall remove all eligible trees and leave the site from which the eligible trees were removed in a clean and neat condition with the understanding that there will be certain debris that is not picked up by equipment, machinery and general laborers used by the Contractor. Determination of when a site is in a clean and neat condition will be at the reasonable judgment of the PWML Inspector.

13.0 Work Hours

A. In general, perform all work during daylight hours. For special operations, night work may be allowed if authorized in writing by the Contract Manager, although such work will be at no additional cost to the City. No work shall be done when weather conditions limit visibility to less than five hundred feet (500').

B. No work shall be done on Saturdays, Sundays, or City holidays. When a holiday falls on a Saturday, no work shall be done on the preceding Friday. When a holiday falls on a Sunday, no work shall be done on the following Monday. Exceptions to this rule shall be made only with written permission of the Contract Manager.

C. Contractor may propose specific work operations be performed on weekends to minimize potential conflicts with the general public, if authorized by the Contract Manager, at no additional expense to the City.

14.0 Suspension of Work

A. The Contract Manager shall have the authority to suspend work, wholly or in part, for such periods as he/she deems necessary. These periods of suspension include adverse weather conditions, heavy traffic conditions due to special events, and other situations which may cause hazardous conditions for motorists and/or pedestrians. The Contract Manager will order such suspensions of work in writing explaining the reasons for the suspension. Normal operations may resume when directed by the Contract Manager.

B. Suspension of work shall be complied with by the Contractor at no additional expense to the City.

15.0 Provisions for Convenience of Public

A. The Contractor shall schedule operations to minimize inconvenience to adjacent businesses, residents, and vehicular traffic.

B. Contractor shall modify and adjust work schedules as may be directed by the Contract Manager, at no additional expense to the City.

16.0 Maintenance of Traffic (MOT)

A. The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other personnel and equipment in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the Jacksonville Sheriff's Office and the City Traffic Engineering Division. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with local traffic codes. Work shall be accomplished in a safe manner in accordance with City and OSHA standards.

At no time shall any road be closed to local or through traffic. The Contractor, especially while working in residential areas, shall not allow his operations to adversely affect the flow of traffic.

B. Traffic flow must be maintained at all times. Contractor shall develop and coordinate traffic control per City of Jacksonville Engineering Division standards. If the City determines that the Contractor has neglected to comply with the MOT requirements, or that the Contractor's work performance constitutes a traffic safety problem, the Contract Manager will have the authority to stop work without prior notice. The City is not responsible for the Contractor's additional cost caused by such a work stoppage.

C. The Contractor will be guided by The Uniform Code for Traffic Control to develop a Traffic Control Plan and shall adhere to the permit requirements for the City of Jacksonville Traffic Engineering Division. All costs associated with Maintenance of Traffic shall be included in the unit price to which it is associated. There is no separate unit price for Maintenance of Traffic.

D. The Contractor is financially responsible for damage to vehicles, property, or persons caused by or resulting from its operations. If the Contractor delays honoring such financial claims, the Contract Manager will, after three (3) days written notice, honor the claim and deduct the cost thereof from any monies due the Contractor. The Contractor shall also be held liable for accidents or altercations caused by the Contractor's neglect.

E. If the Contract Manager determines that the Contractor's work performance constitutes a safety problem on a right-of-way, the Contract Manager will have the authority to dictate working hours.

F. The Unit Price for each work item shall include all signs, devices, equipment, and personnel required to control traffic and pedestrians for the expected duration of the work at each work site.

G. If the City requires a written design plan for maintenance of traffic for a particular work area, then the price for the MOT shall be negotiated on a case-by-case basis. Payment for MOT shall be made for each MOT authorized, designed, approved, maintained, and accomplished.

17.0 Responsibility For Damages, Preservation of Property, Existing Utilities Coordination

A. The Contractor shall always use due care to avoid damaging property improvements, public or private, which may exist within or adjacent to the work area. Also protect improvements in any other area affected by the work being performed. Included in this provision are improvements such as streets, curbs, sidewalks, utilities, light poles, buildings, trees, landscaping, landscape irrigation systems, signs, and mailboxes. The Contract Manager shall make a prompt determination of liability in the case of damage.

B. The Contractor shall inform himself/herself concerning the location of existing utilities, pipelines, and structures of every type below, on, or above ground which may interfere with his/her operations. He/She shall prepare his Bid and enter into the Contract in full understanding of the conditions that may be encountered and his/her responsibility in connection therewith.

The Contractor shall establish liaison with, and coordinate his/her work with all utilities, not limited to: JEA (formerly Jacksonville Electric Authority); AT&T Telephone; TECO/People's Gas; Comcast; City Traffic

Engineer; the Department of Public Works; City of Jacksonville; and any other utility providers within the project limits to prevent interference with overhead and buried electrical, water, sewer, telephone, TV cables, and gas facilities.

All existing utilities, pipes, poles, wires, fences, gates, curbing, paving, property line markers, trees, shrubs, landscaping, traffic signs and signals, and other structures or items, either public or private, which must be preserved in place, or items to be relocated, shall be protected from damage by the Contractor. Should such items be damaged as a result of the Contractor's operations, they shall be restored by the Contractor to at least as good condition as that in which they were found immediately before the work was begun, at no additional cost to the City, and to the satisfaction of the damaged Owner.

C. The Contractor, at its expense, shall repair or replace damaged property improvements which were caused by, or resulted from, the negligence of the Contractor within ten (10) days of the damage. Damaged improvements shall be repaired or replaced to a condition at least equal to that which existed prior to the damage. Repair damage to City improvements in accordance with current City Standards as may be applicable. Replace or repair all damaged traffic signs in accordance with the Manual of Uniform Traffic Control Devises (MUTCD).

D. Before doing any repair work, obtain written authorization from the Contract Manager to make such repairs. Submit a written request to the Contract Manager for an inspection when repair work has been completed. The Contract Manager will provide the Contractor with a letter of acceptance when the repair work is satisfactorily completed.

E. The City will not pay for regularly scheduled work completed during the cycle when the damage occurred until the Contractor has completed, and the Contract Manager has accepted, the repair work.

F. The City reserves the right to repair the Contractor's damage to roadway improvements, such as traffic signals, streetlights, traffic signs, guardrails, and other delineators. If the City repairs the damage caused by the Contractor, then the City's cost to repair roadway signs, guardrails, delineators, and any other appurtenance, public or private, will be determined by the total cost of materials, labor, and equipment incurred by the City for the repair.

G. When property damage creates an unsafe condition, the City reserves the right to make immediate repairs at the Contractor's expense.

H. If repairs are performed by the Contractor in an unsatisfactory manner, the City may choose to repair the work, with all costs incurred by the City deducted from the Contractor's billing.

18.0 Safety

A. The Contractor is solely responsible for ensuring the safety of its crew(s), employees, subcontractors, and the safety of the general public while performing the work required by these specifications.

B. Contractor to provide materials such as, but not limited to, barricades, signage, and flagging, to include personnel, as required to ensure safe work operations, at no additional expense to the City.

19.0 Obstruction of Other Work

If access to part of the work site is obstructed by construction or other activities within the work site or within the adjacent right-of-way, immediately notify the Contract Manager to coordinate work around the obstructed area. The Contractor will not be entitled to compensation for the work that was deleted or delayed because of such an obstruction.

20.0 Permits and Fees

The Contractor shall secure and pay for all permits which may be required to accomplish the specified work. Conduct work in accordance with the permit requirements.

21.0 Notifications

The Contractor shall notify, in advance, the utility location service and other parties which may be affected by the Contractor's operations. The utility location service is "Sunshine State One Call of Florida," which can be contacted by phone at 811 or by email at www.callsunshine.com. Begin work only after utilities have been located.

22.0 Work on Private Property

A. No work shall be performed under the provisions of these specifications on any private property without the express written consent of the affected lawful landowner and approval of the Contract Manager. Such permission shall be secured by the Contractor, shall identify the provisions under which such work is to be performed, and shall not constitute a liability to the City nor relieve the Contractor of its responsibilities. A copy of the landowner's written permission shall be furnished promptly to the Contract Manager.

B. Any approved work performed on private property is intended to facilitate the Contractor's service operations and reduce conflicts with adjacent property owners.

23.0 Hazardous and/or Toxic Waste and Pollutants

A. Should the Contractor encounter or expose a condition which may indicate the presence of hazardous and/or toxic wastes or pollutants, discontinue all operations in the immediate vicinity and immediately notify the Contract Manager. The presence of tanks or barrels; discolored earth, metal, wood, ground water, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous and/or toxic wastes or pollutants and shall be treated with extraordinary caution.

B. When encountered, the Contractor shall make every effort to minimize the spread of hazardous wastes, toxic wastes, or pollutants into uncontaminated areas.

C. Disposition of the hazardous and/or toxic wastes or pollutants shall be by others, not the Contractor, and will be accomplished in accordance with the laws, requirements, and regulations of local, state and/or federal agencies having jurisdiction.

D. The Contractor's work may not resume in such areas until so directed by the Contract Manager.

24.0 Default of Agreement

A. If the Contractor fails to perform the work in accordance with the Agreement terms and conditions; fails to begin work within the time specified; fails to pursue the work with adequate equipment, materials and manpower required to complete the work within the specified time frame; neglects or refuses to remove material from the job site; fails to comply with Agreement requirements, minimum wage payments, or EEO requirements; fails to perform the work in a suitable manner; or for any reasonable cause becomes unsatisfactory in the performance of the Agreement requirements, the Contract Manager will give written notice to the Contractor and Surety stating the nature of the failure and time allowed to correct it. Default days shall be counted in calendar days regardless of whether the Award time is stipulated in working days.

B. If, within the time defined above, the Contractor fails to correct the condition(s) for which the complaint was made, the Contract Manager will have full power and authority to stop the Contractor's work and declare the Agreement in default.

C. If such action is taken, the City may demand the Contractor's Surety take over and complete the work required by the Agreement. Upon the failure or refusal of the Surety to take over the Agreement and begin work within the time specified, the City may take over the work and perform it to completion. The City will have full power to appropriate or use any or all materials and equipment to complete the work or may enter in an agreement with others for the completion of work under this Agreement. All costs and charges incurred by the City because of the Contractor's default will be charged to the Contractor. If the City's expense exceeds the sum due the Contractor at the time of default, the Contractor will be liable for the difference and shall pay to the City the balance due.

D. Should Contractor show a valid intent to perform the work in accordance with the agreement documents after the notice has been issued and prior to any action by the Contract Manager to complete the work, the Contract Manager may elect to permit the Contractor to resume work. In that case, all costs incurred by the City as a result of the delay will be deducted from any money due or money which may become due to the Contractor under the terms of the Agreement.

E. The City shall have no liability for the Contractor's anticipated profits for unfinished work on an Agreement which has been determined to be in default.

25.0 Termination of Agreement

The City reserves the right to terminate or suspend the Agreement in whole or in part at any time the interest of the City requires such termination or suspension. The City shall notify the Contractor of such action in writing at least seven (7) calendar days prior to such termination or suspension with instructions as to the effective date or at what stage of work the termination will be taken. The Contractor will be paid for all work performed and accepted up to the termination or suspension date including any reasonable termination expenses which can be documented. All payments will be based on the Agreement unit prices, which prices shall be deemed to include profit and overhead. The City will not pay for work items that are not completed and accepted.

26.0 Unit Price Adjustment

Unit Price adjustments shall be in accordance with the Terms and Conditions – Price Escalation / De-Escalation section of this solicitation.

27.0 Limitations of Equipment Operations

A. Operate all moving equipment in the same direction as the flow of vehicular traffic if operating within ten feet (10') of the travel lane. Exceptions will be made only when the work site is protected by flagman and warning devices in accordance with the Maintenance of Traffic section in these Specifications.

B. Plan operations so that bridge crossings are kept to a minimum. When it becomes necessary for equipment to cross bridges, take extreme care. Cross the bridge on the right shoulder if the bridge has a full width shoulder able to accommodate the width of the equipment; otherwise, cross in the right travel lane.

C. Keep road crossings to a minimum. When crossing roads, the crossing shall be accomplished at a predetermined site which allows a safe and unobstructed site distance for oncoming traffic. The equipment operator shall stop before crossing traffic to allow closely approaching vehicles to pass before crossing.

D. Parking equipment in roadway medians of any width is not allowed for any length of time. Do not park on street sidewalks or on paved or unpaved trails and walks. At no time shall employees' personal vehicles be parked on or adjacent to the work sites. The Contractor may temporarily park company motor vehicles (two (2) hour maximum) on the road shoulder as long as there is sufficient width to allow for safe passage of pedestrians and motor vehicles. Overnight parking of equipment or vehicles within the right-of-way is not allowed. Overnight parking of equipment and vehicles on a building site or vacant lot is also not allowed unless approved by the Contract Manager.

E. The Contractor shall conduct all service and supply operations at locations that will not interfere with vehicular or pedestrian traffic. Service vehicles will be allowed in work areas only to service, repair, or remove inoperable equipment. No supply vehicles shall enter medians for any purpose. Service vehicles shall only enter the median to repair or remove inoperable equipment and then only when such repair or removal necessitates a service vehicle.

28.0 Tools and Equipment

A. The Contractor shall provide the appropriate personnel and the type, size, quality, and quantity of tools and equipment necessary to complete the work in the specified time.

B. All motor vehicles used by the Contractor shall be clearly and legibly identified by a sign with the company name and telephone number. At no time shall employees' personal vehicles be parked on or adjacent to the work sites.

C. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. All trucks and other equipment shall be equipped with back-up alarms. Any truck or trailer used to haul debris must be mechanically loaded and be capable of rapidly dumping its load without the assistance of other equipment. Loading equipment must be capable of providing reasonable compaction to all loads on all utilized hauling equipment. "Hand loading" of trucks and trailers is prohibited in work under this contract.

D. Maintain all equipment and tools in good repair.

E. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be inspected, measured, and marked to determine the load capacity. Measurements will be made jointly by the Contractor and a City representative. Each truck or trailer shall be numbered and clearly display the load capacity on a placard provided by the

Contractor for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. Rounding of measurements is only allowed in the final CY calculation. At that point, maximum volumes may be rounded to the nearest cubic yard (<18.5 CY = 18 CY; >18.5 CY = 19 CY). The Contractor shall notify the City each time a new truck, trailer, or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

F. The Contract Manager may inspect tools and equipment during performance of work to verify tools and equipment are in good repair. If the Contract Manager determines that a piece of equipment is in poor working order, is inappropriate for this contract, or poses a safety hazard, the Contract Manager shall notify the Contractor. Upon notification, the Contractor shall immediately remove the defective equipment from the worksite and temporarily cease work until the equipment is repaired or replaced. Poor equipment or equipment failure is not a valid reason for production delays.

G. Equipment used to transport litter and debris shall be covered and constructed to prohibit litter along roadways. The Contractor is responsible for clean-up of any litter or debris that may be blown off or dropped from the Contractor's or subcontractor's vehicle during transportation.

H. Loading equipment used under this contract shall be rubber-tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber-tired equipment must be approved by the City prior to use.

I. Trucks or equipment which are designated for use under this contract shall not be used for any other work during the term of this contract. The Contractor shall not solicit from private citizens or others work to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

J. The Contractor shall provide an inspection tower(s) at the Debris Management Site(s) and at the designated landfills, as directed. Towers shall be constructed so that the City's Monitor can see the bed when empty and to fully view the debris load (at least ten feet (10') above the existing ground surface), for the purpose of establishing the loaded volume. The inspection tower shall be constructed to meet all local, state, and federal safety requirements. The tower may be constructed using pressure treated wood. If so, the floor area shall be 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a four foot (4') high wall constructed of 2" x 4" studs and ½" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a handrail. The towers shall include a writing surface area. The Contractor may provide a mechanical lift or scaffolding to be used in place of the constructed tower, but only if approved in advance by the City. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal. The Contractor shall provide portable restroom facilities at all dump sites. Payment for the portable restroom facilities and tower(s) shall be included in the Debris Management Site Management line-item. No separate pay line-item will be made for tower(s) or portable restroom facilities.

Note: During the operational phase of the TDS for the purpose of establishing the load volume, the only person allowed in the inspection tower is the Monitor. The Contractor is not allowed in the tower for any reason during the inspection of loads coming in and out the site.

29.0 Codes and Standards

The Contractor shall execute work in strict compliance with the applicable specifications, regulations, standards, and codes of the bodies/agencies listed below:

- Current ANSI A300 Standard for Pruning Trees
- Local tree ordinances
- Occupational Safety and Health Administration (OSHA)
- Federal (EPA), State, and Local Environmental Agencies

30.0 Equipment and Safety Devices

All motorized equipment utilized by the Contractor shall be painted in a high visibility color and have the same safety devices, signs, and lights required by FDOT on equipment working in a FDOT right-of-way including a "Slow Moving Vehicle" symbol mounted on the rear of the vehicle and a Type-B high intensity warning light mounted on top. Always maintain safety devices in proper working order.

31.0 Daily Reports

The Contractor shall make daily reports to the Contract Manager to detail the progress of tree removal and disposal. Such reports shall include, at a minimum, the following information:

(a) Contract name

(b) Contract number

(c) Date of report

(d) Crews assigned

(e) Location of work

(f) Type and quantity of tree(s) removed

(g) Daily and cumulative totals of debris hauled to each volume reduction site, by classification (include site name)

(h) Daily and cumulative totals of debris hauled to a permitted disposal site, by classification (include name of disposal site)

(i) Copy of weight tickets and load tickets

(j) Daily and cumulative totals of debris processed

(k) Total trucks certified

(l) Number of trucks operating daily

(m) Any problems encountered or anticipated

The Contractor shall also provide other operational and complaint tracking reports as requested by the Contract Manager. Discrepancies between the daily report and the corresponding weight tickets shall be reconciled no later than the following day.

32.0 City Reimbursement Efforts

A. The Contractor shall provide assistance to the City in Federal and State reimbursement efforts. The Contractor shall provide all records, disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal (FEMA, DOT, etc.) and State reimbursement applications.

B. The Contractor shall review all reimbursement applications prepared by the City prior to submittal for sufficiency in meeting the reimbursement requirements of these organizations and notify the City of any recommended changes, corrections, alterations, or deletions.

C. The Contractor shall assist the City in responding to federal and state agencies' request for additional information as directed by the City.

33.0 Federal Emergency Management Agency (FEMA)

Tree removal defined by the Contract Documents shall be defined, regulated, and executed in the manner prescribed by FEMA. Incorporated herein shall be "Appendix A – Public Assistance Program and Policy Guide," as promulgated, modified, and published by FEMA. At the time of the advertisement of these Contract Documents, the current publication was identified as FP 104-009-2, Version 4, dated June 1, 2020. Additional FEMA guidelines pertaining to conduct of work, documentation of activities and expenses, and general administration of tree removal activities shall be incorporated into this scope of work upon publication of the information by FEMA, whether as new information or amendments to existing guidelines or policy. It is the responsibility of all parties to obtain and maintain the current policies, procedures, guidelines, and instruction published by FEMA on debris management services.

34.0 Certification of Load Carrying Capacity

The Contractor shall submit to the City certification indicating the type of vehicle, make, model, and license plate number. The Monitor will record the equipment number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. The measured volume of each piece of equipment shall be calculated from actual physical measurement performed by the City. The reported maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. Vehicles shall be labeled with distinctive certified numbered vehicle for the City.

35.0 Load Tickets

A. Load tickets shall be used for recording the cubic yard volume of debris removed for disposal or may be adapted for documenting removal/disposal of other debris, such as stumps. Load tickets will be provided daily to the City. The ticket numbers will be sequentially numbered.

B. A load ticket will be issued by a City loading Monitor prior to transport of the debris from the loading site. The last copy of the load ticket will be kept by the loading Monitor; the remaining parts are given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire remaining copies of the load ticket to the City tower Monitor. The tower Monitor will verify the hauler and equipment and establish a percentage of truck capacity, or actual cubic yards, of the eligible cubic yardage of debris load. If documenting percentage, the Monitor must calculate the actual cubic yardage of the load. The actual cubic yards will be recorded on the load ticket by the Monitor to the nearest cubic yard and documented on the load ticket. The original will be kept by the City and used as a basis for payment. The remaining copies are provided to the Contractor. The load tickets shall be submitted with the daily report.

36.0 Debris Removal Classification (FEMA Policy Guide)

A. Tree Removal

FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.
- Has 50% or more of root-ball exposed

B. Hazardous Limbs, Trees, and Stumps

Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place but damaged to the extent they pose an immediate threat.

C. Broken Limb or Branch Removal

Removal of broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that pose an immediate threat are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public right-of-way;
- The limbs or branches pose an immediate threat; and
- The Applicant removes the hazard from the public right-of-way (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is ineligible if the threat can be eliminated by cutting it at the closest main branch junction.

D. Stump Removal

For stumps that have 50 percent (50%) or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

37.0 Documentation and Inspections

A. All storm debris shall be subject to inspection by the City or any Public Authority in accordance with generally accepted standards to ensure compliance with the contract and applicable local, state, and Federal laws.

B. The Contractor will, at all times, provide the City access to all work sites and disposal areas. In addition, authorized representatives and agents of any participating Federal or state agency shall be permitted to inspect all work and materials. The Monitor and the City will have in place at the TDS's, personnel to verify the contents and cubic yards of the vehicles entering the TDS's. Records will be maintained of every vehicle entering the TDS, its cubic yardage, and verification of the vehicle leaving the TDS to ensure it is in fact empty. The Monitor/City will monitor the material to determine that it in fact consists of eligible debris. The Monitor/City will have in place at the pick-up site, personnel to verify the contents, location, date, and time of the vehicles departing for the TDS. Prior to use, the Monitor/City will establish and record the certified cubic yards capacity and will inspect each haul truck. The Contractor will include and provide disposal tickets, field inspection reports, and other data sufficient to provide substantiation to the Monitor/City for Federal (FEMA, etc.) and State reimbursement, if applicable. The Contractor will assist the City in preparation of Federal (FEMA, DOT, etc.) and State reports for any potential reimbursement through the training of City employees and the review of documentation prior to submittal. The Contractor will work closely with the Florida Division of Emergency Management, FEMA, DOT and other applicable State and Federal Agencies to ensure that eligible debris collection, as defined in Section 36.0, and data documenting the same appropriately address concerns of the likely reimbursement agencies.

38.0 Other Considerations

A. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the City.

B. The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to commencing operations. Copies of all documentation granting approval shall be provided to the Contract Manager.

C. The Contractor is responsible for dust control. The Contractor shall comply with all state and local laws for dust control.

D. The City may suspend Contractor operations due to inclement weather. The performance period may be extended for weather delays.

39.0 Measurements

Measurement for all eligible debris removed shall be by the cubic yard as determined by the eligible debris delivered to the dumpsite, as supported by the load ticket. Load tickets shall document quantity measurement. Compensation will be based on completed load tickets administered and validated by the City's Monitors based on the Contractor's unit price per cubic yard hauled from the rights-of-way and/or maintained in-use public property.

40.0 <u>Payment</u>

A. Payment for work completed must be invoiced on a regular basis and for no more than a thirty-day period. Invoices shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the Proposal Schedule. Work included in these specifications and not identified in the Proposal Schedule will be priced by change order or supplemental agreement to this contract. Payment will be made only for debris that FEMA determines eligible in the event of a declared disaster.

B. Prior to the formal submittal of a paper invoice, a draft electronic invoice will be provided to the Contract Manager. Discrepancies must be resolved prior to a formal invoice submittal being accepted. It is anticipated that the draft electronic invoice will be provided in Excel format, including, but not limited to, the following load ticket information: load ticket number, disposal date, truck number, disposal site, percentage full, CY's, disposal ticket number (final disposal site), weight (final disposal site), type of debris, ticket dollar value, the Monitor's name at the pickup location, and the Monitor's name at the disposal site.

C. The City may withhold partial payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third-party claims filed or reasonable evidence that a claim will be filed, or other

reasonable cause. Any liquidated damages should be equal to daily monitoring costs and other costs incurred by lengthening the contact duration.

41.0 Changes, Additions, Deductions, and Extra Work

Upon proper action by the City, the Contract Manager may authorize changes, additions, or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done, or any obligation incurred, except upon written order by the Contract Manager or the City Procurement Division. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, the Contract Manager, with the Procurement Division's concurrence, shall make an equitable adjustment and modify the contract in writing.

42.0 Deficiencies, Corrective Actions, and Deductions

A. When the Contractor's work does not conform to the contract requirements completely, a deficiency exists. If a deficiency is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if non-compliance levels have been exceeded for services inspected.

B. If deficiencies are identified, the City may take action to correct those deficiencies using one, or in some cases a combination of, the following:

- **Stop Unsafe Work.** The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
- **Issue a Stop Work Order.** If the City's authorized agent determines the deficiency is serious, the City can issue a Stop Work Order.

43.0 Prevention of Motor Fuel and Other Hazardous Fuel Spills

The Contractor, Subcontractors, Suppliers, and any other person(s) associated with the Contractor's work shall take all precautions to prevent spills of motor fuels, lubricants, oils, greases, hydraulic fluids, coolants/anti-freezes, chemicals, and any other substances that have a contaminating effect upon the environment. The Contractor shall be liable, fully and exclusively, for immediately cleaning up and remediating any such spills, regardless of how and/or for what reason they were caused, without additional cost to the City. Should a spill occur, the Contractor shall engage a qualified environmental clean-up and restoration Contractor to perform all required work, clean up, and remediation to the certified satisfaction of the regulatory agency and the City.