

Meeting Date: 1/11/2011



Agenda Item # 4a

CITY COUNCIL AGENDA ITEM

Contact Name: Paul Johnson

Department Director: Paul Johnson

Department/Contact # 775-5446

City Manager: Jamie Croteau

- Type of Item:
- | | | | |
|--------------------------|--------------------------|-------------------------------------|---------------------|
| <input type="checkbox"/> | Public Hearing | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | Ordinance First Reading | <input type="checkbox"/> | Discussion & Action |
| <input type="checkbox"/> | Ordinance Second Reading | <input checked="" type="checkbox"/> | Council Approval |

Subject: Bid Award – Tree Services

BACKGROUND: An advertisement for bids for Tree Services was placed on November 13, 2010 with a closing date of December 14, 2010. The City had an existing agreement for Tree Services with M & B Tree Service that could have been extended for an additional year in accordance with the agreement. Although M & B has provided excellent service to the City, staff felt that current economic conditions could allow us to reduce the cost of these services. We received bids from three firms; Charlie’s Tree Service Inc., M & B Tree Services LLC, and USA Services. The majority of this type work that is requested by the City is for removal of trees ranging from 10 to 80 inches in diameter. USA Services provided the most cost effective responsible bid for the requested services.

RECOMMENDATIONS: That City Council authorize the City Manager to enter into an agreement with USA Services for tree services as provided in the bid request.

ATTACHMENTS: Advertisement for Bids, Bid Documents, Bid Pricing Sheet, Bid Tabulation Sheets (3), Copy of Contract

FINANCIAL IMPACT: The City will realize a slight reduction in the cost of tree services but there is no significant impact on the budgeted tree service expenditures.

Reviewed by City Attorney _____

Reviewed by Finance Dept. _____

Reviewed by: _____

1st Discussion Date: 1/11/2011	2nd Discussion Date: date.	Third Discussion Date: date.	Other Dates: date.
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CITY OF ORANGE CITY

COPY

Advertisement for Bids

Tree Services

REPLIES DUE: December 14, 2010 at 2:00 PM

Refer ALL Inquiries to:

Paul Johnson, Public Works Director

City of Orange City

205 East Graves Avenue

Orange City, FL 32763

(386) 775-5446

(386) 775-5448 fax

pjohnson@ci.orange-city.fl.us

ADVERTISEMENT FOR BIDS
FOR
CITY OF ORANGE CITY, FLORIDA
TREE SERVICES

NOTICE IS HEREBY GIVEN: That sealed bids in duplicate, will be received by the City of Orange City, Florida, at the office of the City Clerk, 229 East Graves Avenue, Orange City, Florida 32763, until 2:00 p.m., December, 2010, at which time they will be opened and publicly read aloud in Council Chambers, 201 North Holly Avenue, Orange City, Florida. Any bids received after the above time will not be accepted under any circumstances. Any uncertainty regarding the time a bid is received will be resolved against the Bidder.

DESCRIPTION OF WORK: All work for the Project shall be in accordance with the Technical Specifications and the proposed bid will be awarded, if award is made, under one Contract. Bids shall be submitted for furnishing and delivering all materials, including labor, which generally involves:

- Tree services

BIDDING DOCUMENTS: Available for review starting on November 15, 2010 at:

City Clerk's Office
229 East Graves Avenue
Orange City, FL 32763
(386) 775-5403

Bids shall be prepared from complete Bidding Documents. Addenda will be sent via registered mail to all holders of complete solicitation Bidding Documents up to seventy-two (72) hours before bid time. Brief addenda may be issued between seventy-two (72) hours and twenty-four (24) hours before Bid time by fax to all holders of complete Bidding Documents.

A request including the name, address and telephone-number of the bidder shall be required to obtain a set of Bidding Documents. Only complete sets of the Bidding Documents will be distributed. Only holders of complete sets of the Bidding Documents will receive addenda.

BID SUBMITTAL: A single bid shall be submitted. The contract will be awarded pursuant to the requirements of applicable state and federal laws and regulations.

Bids shall be enclosed within a sealed envelope, in duplicate, with the words "**Bid for Tree Services**" and the bidder's name and address shown on the outside thereof. Bids must be received no later than the time set forth herein. The City of Orange City will not be responsible for any lost or late arriving bids sent via the U.S. Postal Service or other delivery services. Mailed bids shall be sent to the attention of "City Clerk".

DEFINITIONS: Terms used in this "Advertisement for Bids" which are defined in the Bidding Documents shall have the meanings assigned to them by the Bidding Documents.

AWARD OF CONTRACT(S): If the Contract is to be awarded, it will be awarded on the basis of the most responsive, responsible, lowest "Total Bid". Additive or deductive alternates will be considered in determining the lowest responsive bidder. The City reserves the right to accept any or all additive or deductive alternates at its sole discretion subsequent to award of the Contract.

The City reserves the right to waive technicalities or irregularities, to reject any or all bids, and to accept that Bid which is in the best interest of the City.

CITY OF ORANGE CITY, FLORIDA

BY: _____
Deborah J. Renner, CMC
City Clerk

Address: City of Orange City
229 East Graves Avenue
Orange City, Florida 32763

To be published one (1) time in the DAYTONA BEACH NEWS-JOURNAL on _____, 2010.

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GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. Bidders shall submit three (3) complete sets (one [1] original and two [2] copies) of their bid complete with all supporting documentation. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER. Bids which do not comply with these requirements may be rejected at the option of the City.

CONTACT: All prospective bidders are hereby instructed not to contact any member of the City of Orange City Council, City Manager, or City of Orange City Staff members other than the noted contact person regarding this Invitation to Bid or their bid proposal at any time during the bid process. Any such contact shall be cause for rejection of your bid proposal.

DELAYS: The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify bidders of all changes in scheduled due dates by written addendum.

EXECUTION OF BID: Bid must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Bidder in contractual obligations in the space provided on the Bid Response Form. Failure to properly sign the Bid shall invalidate same, and it shall not be considered for award. Bid must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any part of the bid document must be initialed in ink. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.

BIDDER INFORMATION: Bidder shall complete the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Bidder Information Sheet, whichever part applies, and include with their bid submittal.

JOINT VENTURES: Bids submitted by firms under "joint venture" arrangements or other multiparty agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiations/award of this Invitation to Bid.

BID OPENING: Shall be public, at the above address, on the date and at the time specified above. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered; such bids will be returned unopened. The City will not be responsible for late deliveries or delayed mail. It is the Bidders sole responsibility to assure that his/her bid is complete and delivered at the proper time and place of the bid opening. Bids which for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are **not** acceptable. A bid may **NOT** be altered by the Bidder after opening of the bids. Bid tabulations will be furnished upon written request which includes a self-addressed, stamped envelope. Persons with disabilities needing

assistance to participate in the Public Bid Opening should contact the City Clerk at least 48 hours in advance of the meeting at 386-775-5403.

TAXES: The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City's exemption numbers are on the face of the purchase order. If requested, the Public Works Director will provide an exemption certificate to the awarded Bidder. Vendors/contractors doing business with the City shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City nor shall any Vendor/Contractor be authorized to use the City's Tax Exemption Number in securing such materials.

CERTIFICATES: The City reserves the right to require proof that the bidder is an established business and is abiding by the Ordinances, Regulations, and Laws of their Community and the State of Florida such as but not limited to: Occupational Licenses, Business Licenses, Florida Sales Tax Registration, and Federal Employee Identification Number.

DISCOUNTS: Cash discounts for prompt payment shall **not** be considered in determining the lowest net cost for bid evaluation purposes.

MISTAKES: Bidders are expected to examine the terms and conditions, specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT BIDDER'S RISK.** In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Bidder's total offer will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.

AWARD TERM Contracts resulting from this Invitation for Bid will run for an initial period of one (1) year, renewable for three additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing. Rates quoted will be firm for the first year and will or will not be changed based on the guidelines outlined in the following paragraph "Price Re-determination".

PRICE RE-DETERMINATION The Contractor may petition the Public Works Director for price re-determination within forty-five (45) days of the expiration of each term of the contract. Any price re-determination will include all items awarded. If the City and the Contractor cannot agree on any price re-determination, then the contract will expire. *(See other conditions under Special Terms and Conditions).*

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this bid specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Finance Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery

receipt including both manual signature and printed name of a designated City employee or authorized Agent; be clearly marked as "complete" or "final" invoice.

c. The invoice shall contain the Bidder's Federal Employer Identification Number (F.E.I.N.).

d. The City's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Bid Response Form.

GENERAL: The City of Orange City requires the service of private firms to provide materials, supplies and/or services on an as needed basis, as indicated herein, to support the City's needs.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the City, the following conditions shall apply: No additional terms and conditions included with the bid response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this bid if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Bid Documents are the only conditions applicable to this bid and the Bidder's authorized signature on the Bid Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

INTERPRETATIONS: All Bidders shall carefully examine the Bid Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Bids; failure to do so, on the part of the Bidder, will constitute an acceptance by the Bidder of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Bid Documents shall be requested in writing (facsimile transmission acceptable (386) 775-5448), and received by the City at least seven (7) calendar days prior to the Bid Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the bid. Therefore, oral statements given before the bid opening will not be binding. Any interpretation of, or changes to, the bid will be made in the form of a written Addendum to the bid and will be furnished to all Bidder. Receipt of all addenda shall be acknowledged by the Bidders by signing and enclosing said addenda or addendum acknowledgement with their bid.

ADDENDUM: The City will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the City will post a written addendum which will go out to all Bidders who received a bid package. Failure to register as a prospective Bidder may cause your bid to be rejected as non-responsive if you have failed to submit a bid without an addendum acknowledgment for the most current addendum.

PROTESTS: Any Bidder who disputes the bid selection or contract award recommendation shall file such protest according to the bid protest procedures. These procedures are available upon request from the City.

CONFLICT OF INTEREST: All Bidders must disclose with their bid the name of any officer, director, or Agent who is also an employee of the City. All Bidders must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches.

LEGAL REQUIREMENTS: Bidders are required to comply with all provisions of Federal, State, City and local laws and ordinances, rules and regulations that are applicable to the items being bid. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility, or constitute cognizable defense against the legal effect thereof.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

AWARD: As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all bids, or waive any minor irregularity or technicality in bids received, award or eliminate an portion of the bid, and may, at it's sole discretion, request a re-bid, or abandon the project in it's entirety. Bidders are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

EEO STATEMENT: The City is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

CONTRACTUAL AGREEMENT: The contents of this Bid and all provisions of the successful bid proposal deemed pertinent by the City may be incorporated into a contract and become legally binding. A separate contract document, other than the purchase order, may or may not be issued. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this bid prior to their delivery, it shall be the responsibility of the Bidder to notify Purchasing at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

PERMITS/LICENSES/FEES: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made. Adherence to all applicable code regulations (Federal, State, City, City) are the responsibility of the Contractor.

INDEMNIFICATION: The Bidder, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commissioners from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Bidder. Further, if such a claim is made, or is pending, the Bidder may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Bidder and receive reimbursement. If the Bidder used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that

the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Invitation to Bid and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Finance Department.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: Bidder certifies that all material, equipment, etc., contained in his/her bid meets all applicable O.S.H.A. requirements. Bidder further certifies that, if he/she is the successful Bidder, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Bidder.

RESPONSIBILITY: A Bidder must have at the time of bid opening, a company in operation, (if applicable) or be a fully authorized Agent or representative of the product bid, and capable of producing or providing the items bid, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request.

FACILITIES: The City reserves the right to inspect the Bidder's facilities at any reasonable time, during normal working hours, to determine that Bidder has a bona fide place of business, and is a responsible Bidder.

DISQUALIFICATION OF BIDDER: More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is involved in more than one bid submittal will be cause for rejection of all bids in which such Bidders are believed to be involved. Any or all bids will be rejected if there is reason to believe that collusion exists between Bidders. Bids in which the prices obviously are unbalanced will be subject to rejection.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a bid expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the City's Finance Department. The Bidder shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the Bid, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Bids may be reviewed at the City Clerk's Office, 229 East Graves Avenue, Orange City, FL 32763.

BID PREPARATION COSTS: Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Bid. Bidders should prepare their bids simply and economically, providing all information and prices as required.

ACCEPTANCE / REJECTION: The City of Orange City reserves the right to accept or reject any or all bids and to make the award to that Bidder, who in the opinion of the City will be in the best interest of and/or the most advantageous to the City. The City of Orange City also reserves the right to reject the bid of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the City's opinion, is not in a position to perform properly under this award. The City of Orange City reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The City of Orange City reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-bid, or abandon the project/procurement in its entirety.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SPECIAL TERMS & CONDITIONS

1. AWARD

The City reserves the right to award on an "All-or-None" basis, or to award on an "Item by Item" or "Group-by-Group" basis, whichever is in the best interest of and/or most advantageous to the City. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that completed the **Drug Free Workplace** form (enclosed), shall be given preference in the award process.

2. POST AWARD MEETING

Within 5 working days after receipt of notification of award of bid, awarded Bidder shall meet with the City's representative(s) to discuss job procedures and scheduling.

3. QUALIFICATION OF BIDDERS

This bid shall be awarded only to a responsible, responsive Bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with his proposal:

- A list and a brief description of similar work satisfactorily completed with location dates of contracts, name and addresses of owners, and contact people.
- List of equipment available to do the work required. Include make, model, quantity, year of manufacture and condition of the equipment.
- List of personnel, by name and title, contemplated to perform the work.
- List any and all sub-contractors to be used to accomplish the job. To be considered "Qualified to bid" on the Crew/Equipment Response Partner only, Contractor MUST have a minimum of one (3) man fully functional crew including a bucket truck (50 foot minimum) and chipper (minimum 75 hp.). Contractor must be certified per OSHA 1910.269

Failure to submit the above requested information may be cause for rejection of your bid. Information previously submitted to the City in response to another Invitation to Bid shall not satisfy this requirement.

4. PERFORMANCE PROBATION PERIOD

The successful awardees(s) will immediately enter into a three-(3) month probationary period upon start up of work assignment. During this time, City staff will closely scrutinize the awardee(s) performance. If the awardee performance fails to consistently meet the standards specified within the bid, his/her contract will be promptly canceled. If his/her performance is acceptable, then he/she will be so notified and the contract will extend through the stated expiration date.

5. EQUIPMENT

All equipment shall be approved by the Public Works Director or designee before it is placed in service. The equipment's safety devices are to be properly maintained and meet all OSHA standards at all times while the equipment in use. If the Public Works Director or designee determines that the equipment is safety deficient for any reason, the Contractor shall be notified immediately. The

Contractor shall remove the equipment from service until deficiency is corrected to the satisfaction of the Public Works Director or designee. Inspection and approval of the Contractor's equipment by the Public Works Director or designee shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment.

6. APPAREL

Contractors' personnel shall wear appropriate apparel while on City property, as directed by Public Works Director or designee. When working on right-of-way, all personnel are to wear highly visible safety vest, T-shirts, or uniform that meets the requirements as applicable to M.U.T.C.D. and F.D.O.T. manuals and agreed upon by the Public Works Director or designee and awardee(s).

7. SCHEDULING

The City shall approve all work hours and schedules. In general, all work shall be performed during daylight hours. No work shall be done when weather conditions limit good visibility to less than five hundred feet (500'). No work shall be performed on Sunday or on any City of Orange City recognized holiday. When any of these holidays fall on a Saturday or Sunday, no work shall be done on the recognized observance day, unless approved by the Public Works Director or designee.

8. PROJECT MANAGEMENT

An inspector or project manager shall be designated by the City. During the course of the project, the inspector or project manager will be the City's representative, and be responsible for assuring the proper completion of the project by the Contractor.

9. PAYMENT

- Payment shall be based on pre-determined units of measure and shall be paid according to those units.
- The "awardee(s)", upon completion of work orders, shall request an inspection by the Public Works Director or designee.
- The Public Works Director or designee shall approve completed work orders performed to specifications and authorize payment when invoiced.
- Payment for services will be accomplished by submission of an invoice, in duplicate, to: City of Orange City, 205 East Graves Avenue, Orange City, FL. 32763 Invoice must reflect purchase order number.

10. CANCELLATION

The City reserves the right to cancel this contract without cause or penalty. The awarded Bidder, for good cause, upon ninety (90) days prior written notice may cancel this contract.

11. PROTECTION OF PROPERTY

The Contractor shall at all times guard against damage or loss to the property of the City or of other contractors or property owners and shall be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the Contractor or his agents.

DAMAGES

The awardee is responsible for damages to trees due to improper pruning techniques. The cost of damages will be addressed according to the International Society of Arboriculture (ISA) Guide for

establishing Value of Trees and other Plants, 6th Edition and deducted from invoiced amount for the month in which the damage occurred.

- The awardee is responsible for all damage to other trees, homes and structures, utilities, sidewalks, streets and any other damages caused as a result of the activities at the project site by the “awardee(s).”
- The “awardee(s)” is fully responsible for the project area from start date until project has been inspected and approved by the “Public Works Director or designee”. The “awardee” shall incur liquidated damages at a rate of \$150.00 per day for each calendar day, “available for work”, that a minimum of 50% of the average workday has not been performed, after initial 10 day response period has lapsed. Available workday is defined as 50% of average workday hours on project which the temperature, the weather and the condition of the soil are such that it is possible for the Contractor’s operations to proceed with the normal working force engaged in performing the controlling item or items of work which would be in progress at the time.

12. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Bidder certifies that all material, equipment, etc., contained in his bid meets all OSHA requirements. Bidder further certifies that, if he is the Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned Requirements shall be borne by the Bidder.

13. DEBRIS

Bidder shall be responsible for the prompt and complete removal and proper disposal of all debris which is a result of this contractual service.

14. BARRICADES

The Contractor shall provide all barricades and take all necessary precautions to protect buildings, personnel and safety of the public.

15. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
4. Bidder agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the City by any other provision of the bid award.

16. EFFECTIVE PERIOD

Contracts resulting from this Invitation for Bid will run for an initial period of one (1) year, renewable for three additional one (1) year periods. Both the City and the vendor must mutually agree upon the renewals in writing.

17. ESCALATION

Prices will be firm for the first year; however, the City acknowledges the fluctuating nature of prices for items specified. Accordingly an escalator/de-escalator clause will be accepted, for contract renewal periods as mutually agreed by both parties. All price increase(s) and decreases(s) to be approved by the City's Public Works Director prior to becoming effective.

18. PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

The submission of any bid in response to this Invitation to Bid also constitutes a bid made under the same terms and conditions, for the same contract price, and for the same effective period as this bid, to other governmental agencies. Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this bid. This agreement in no way restricts or interferes with the right of any political subdivision to re-bid any or all items.

19. INSURANCE

The Contractor shall furnish proof of insurance as outlined in Exhibit A. Insurance certificates must be sent to:

City of Orange City
Attn: Paul Johnson, Public Works Director
205 East Graves Avenue
Orange City, FL 32763

EXHIBIT A INSURANCE REQUIREMENTS

Workers Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employer's Liability with a limit of \$100,000 each accident.

Commercial General Liability: Shall have minimum limits of \$500,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent Contractors and Products and/or Completed Operations, Broad Form Property Damage and XCU Coverage, and a Contractual Liability Endorsement.

Business Auto Policy: Shall have minimum limits of \$500,000 per Occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non- Ownership.

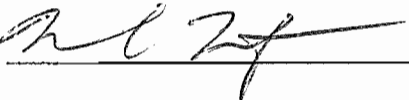
Hold Harmless Clause: An appropriate Hold Harmless Clause shall be included within all contracts stating that the Contractor agrees through signing of this document by an authorized party or agent to hold harmless and defend the City of Orange City and its agents and employees from all suits and actions, including attorneys' fees and all costs of litigation and judgments of every name and description arising out of or incidental to the performance of this contract or work performed there under, whether or not due to or caused by negligence of the entity excluding only the sole negligence of the entity. This provision shall also pertain to any claims brought against the entity by any employee of the named Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them. The contractor's obligation under this provision shall not be limited in any way to the agreed upon contract price as shown in this contract or the Contractor's limit of or lack of sufficient insurance protection.

Certificate of Insurance: The entity is to be specifically included as an additional insured. This does not pertain to Workers' Compensation. In the event the insurance coverage expires prior to the completion of the project, a renewal certificate shall be issued thirty days prior to said expiration date. The policy shall provide a 30-day notification clause in the event of cancellation or modification to the policy. Unless otherwise specified it shall be the responsibility of the contractor to insure that all subcontractors comply with the same insurance requirements spelled out above. All certificates of insurance must be on file with and approved by the City of Orange City before the commencement of any work activities.

HOLD HARMLESS AGREEMENT

As a part of the contract with the City of Orange City and for the same consideration as provided for in the contract, the contractor agrees to indemnify, hold harmless and defend the City of Orange City, its officials and employees from all claims, losses, damages, costs, charges, expenses, suits or actions brought against the City of Orange City as a result of any action or failure to act on the part of the contractor, its employees, subcontractors or agents. This includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments.

Name of Contractor: USA Services of Florida, Inc.

Signature of Contractor: 

Date: 12/13/10

The comprehensive general liability policy purchased by the above-named contractor includes contractual liability and covers the City of Orange City hold harmless agreement. In addition, the insurance company underwriter has approved the hold harmless agreement.

Name of Insurance Agency: Westfield

Signature of Insurance Agent: to be signed at time of contract award

Date: _____

SCOPE OF SERVICES/ PROJECT SPECIFICATIONS

SPECIFICATIONS FOR CITYWIDE TREE TRIMMING, TREE REMOVAL, STUMP GRINDING AND EMERGENCY RESPONSE

- Trees to be removed will be located and identified by the City as each incident requires.
- Trees are to be cut at ground level unless otherwise instructed by the Public Works Department.
- Stump grinding will be 4 to 6 inches below existing grade and will be paid for per inch of diameter measured at elevation of grinding.
- The Contractor is responsible for all debris removal and its disposal to proper disposal sites. Any landfill tipping fees are to be paid for by the Contractor.
- The Contractor is responsible for all necessary traffic control.
- The Contractor shall own or have at its disposal all the “state of the art” equipment and manpower necessary to perform this work.
- The diameter of the trees to be removed will be measured at a point 48 inches from the existing grade.
- The diameter of any limbs directed to be removed will be paid for by the linear foot, measured at the point of cut.

1. GENERAL

These specifications provide for the furnishing of Citywide Tree Trimming, Tree Removal and Stump Grinding.

2. SAFETY

2.1 Work in the public Right of Way shall adhere to Florida Department of Transportation standards for proper traffic control. Crew size must be a minimum of two (2) employees and increased as needed to comply with applicable safety standards.

2.2 When Public safety warrants, unscheduled work orders may be assigned on an emergency basis. Awardee must respond within twenty-four (24) hours from time of notification.

2.3 Where trees are in proximity to power lines, the awardee is responsible for coordinating work through appropriate utility company and adhering to OSHA standard 1910.269 for tree trimming near electrical conductors.

3. WORK STANDARDS

3.1 Awardee(s) shall furnish all labor, materials, equipment and services necessary to complete assignments.

3.2 Work will be assigned by work orders generated by the City of Orange City Public Works. Awardee(s) shall initiate routine work within **five (5) working** days from receipt of work order, unless directed otherwise by City of Orange City Public Works Director or designee(s).

3.3 Awardee shall prune trees for safety clearance to a minimum of 17 feet above the highest point of the roadway and 9 feet above highest point of sidewalks and bicycle paths. All debris shall be properly disposed of at the expense of the Contractor.

3.4 The project area shall be left in a clean and neat condition. Cleaning/Sweeping of area shall be done to provide a well-groomed atmosphere.

3.5 Work shall be performed in accordance to the American National Standards Institute (ANSI) Tree Pruning Guidelines A300-1995.

3.6 Awardee shall grind stump and all roots, which may affect the final outcome of the project, as directed by the Project Manager. Awardee(s) shall remove all materials from project, which have been disturbed and/or are not pre-approved for remaining on project after completion by awardee(s).

BID RESPONSE FORM

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying the City of Orange City with tree trimming, tree removal, and stump grinding as follows:

GROUP A. TREE REMOVAL: Measured according to N.A.A. standards. All debris should be removed and the work site left in a safe and clean condition.

Total Cost of Tree Removal: NOTE: PRICES ARE INCLUSIVE OF LABOR, MATERIALS, EQUIPMENT AND DISPOSAL FEES.

ITEM #	UNIT OF MEASURE	UNIT PRICE
1	1" to 5" in diameter	\$ 40.00
2	6" to 9" in diameter	\$ 70.00
3	10" to 15" in diameter	\$ 125.00
4	16" to 20" in diameter	\$ 275.00
5	21" to 40" in diameter	\$ 600.00
6	41" to 60" in diameter	\$ 850.00
7	60" to 80" in diameter	\$1400.00

GROUP B. STUMP GRINDING: Measured at elevation of grinding. Stumps to be ground 4 to 6 inches below grade. All debris to be removed and work site left in a safe condition.

ITEM #	UNIT OF MEASURE	UNIT PRICE
1	1" to 5" in diameter	\$ 5.00
2	6" to 9" in diameter	\$ 7.00
3	10" to 15" in diameter	\$ 15.00
4	16" to 20" in diameter	\$ 25.00
5	21" to 40" in diameter	\$ 35.00
6	41" to 60" in diameter	\$ 60.00
7	60" to 80" in diameter	\$75.00

GROUP C. TRIMMING: Limbs to be removed will be paid by the linear foot based on the diameter of the limb at the point of cut.

ITEM #	UNIT OF MEASURE	UNIT PRICE
1	1" to 5" in diameter per linear foot	\$4.00
2	6" to 9" in diameter per linear foot	\$ 6.50
3	10" to 15" in diameter per linear foot	\$ 8.00
4	16" to 20" in diameter per linear foot	\$12.00

**BID 2010-04
Tree Services**

BID Tabulation: December 14, 2010 2:00 p.m.

USA Services	PO Box 520580 Longwood, FL 32752	<p><u>Group A Tree Removal</u></p> <p>1" to 5" in diameter \$40.00 6" to 9" in diameter \$70.00 10" to 15" in diameter \$125.00 16" to 20" in diameter \$275.00 21" to 40" in diameter \$600.00 41" to 60" in diameter \$850.00 60" to 80" in diameter \$1,400.00</p> <p><u>Group B Stump Grinding</u></p> <p>1" to 5" in diameter \$5.00 6" to 9" in diameter \$7.00 10" to 15" in diameter \$15.00 16" to 20" in diameter \$25.00 21" to 40" in diameter \$35.00 41" to 60" in diameter \$60.00 60" to 80" in diameter \$75.00</p> <p><u>Group C Trimming</u></p> <p>1" to 5" in diameter \$4.00 6" to 9" in diameter \$6.50 10" to 15" in diameter \$8.00 16" to 20" in diameter \$12.00</p>
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BID 2010-04

Tree Services

BID Tabulation: December 14, 2010 2:00 p.m.

Company Name	Address		Bid Amount
M & B Tree Services LLC	PO Box 144 Pierson, FL 32180	<u>Group A Tree Removal</u>	
		1" to 5" in diameter	\$50.00
		6" to 9" in diameter	\$75.00
		10" to 15" in diameter	\$150.00
		16" to 20" in diameter	\$300.00
		21" to 40" in diameter	\$750.00
		41" to 60" in diameter	\$1,000.00
		60" to 80" in diameter	\$1,400.00
		<u>Group B Stump Grinding</u>	
		1" to 5" in diameter	\$5.00
		6" to 9" in diameter	\$7.00
		10" to 15" in diameter	\$15.00
		16" to 20" in diameter	\$20.00
		21" to 40" in diameter	\$35.00
41" to 60" in diameter	\$50.00		
60" to 80" in diameter	\$75.00		
<u>Group C Trimming</u>			
1" to 5" in diameter	\$5.00		
6" to 9" in diameter	\$8.00		
10" to 15" in diameter	\$10.00		
16" to 20" in diameter	\$15.00		

**BID 2010-04
Tree Services**

BID Tabulation: December 14, 2010 2:00 p.m.

Charlie Tree Service Inc.	402 SW 3 rd Street Okeechobee, FL 34974	<p><u>Group A Tree Removal</u></p> <p>1" to 5" in diameter \$25.00 6" to 9" in diameter \$150.00 10" to 15" in diameter \$400.00 16" to 20" in diameter \$750.00 21" to 40" in diameter \$1,000.00 41" to 60" in diameter \$1,200.00 60" to 80" in diameter \$1,600.00</p> <p><u>Group B Stump Grinding</u></p> <p>1" to 5" in diameter \$25.00 6" to 9" in diameter \$40.00 10" to 15" in diameter \$65.00 16" to 20" in diameter \$100.00 21" to 40" in diameter \$150.00 41" to 60" in diameter \$300.00 60" to 80" in diameter \$400.00</p> <p><u>Group C Trimming</u></p> <p>1" to 5" in diameter \$.25 6" to 9" in diameter \$.75 10" to 15" in diameter \$1.00 16" to 20" in diameter \$2.00</p>
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By:
Title

Date

Approved as to form and legality
by the City Attorney's Office: