

BACKGROUND

1. The City of Ocala requires the services of an experienced Contractor to provide tree removal and trimming/pruning services, (to include removal of debris, disposal, and stump grinding) throughout the City of Ocala. Contractor will be responsible for all labor, equipment, and materials necessary to provide these services.
2. The locations may include parks, cemeteries, golf courses, retention areas, private residences, right-of-way, and other areas as designated by City personnel.

CERTIFICATION & CONTRACTOR REQUIREMENTS

1. **Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC) Certification:** Bidder must possess and maintain a MOT/TTC certification for the entire contract term. *The Contractor will provide all MOT/TTC for each project as part of the tree work.*
2. **International Society of Arboriculture (ISA) Arborist Certification:** Contractor must possess and maintain an ISA Arborist certification:
<http://www.isaarbor.com/certification/becomeCertified/index.aspx>
3. **Location Requirement:** Contractor must have a local office located within Marion County or an adjoining county to perform services under this contract.
4. **Experience Requirement:** The Contractor must possess three (3) years of experience performing work specializing in tree trimming/removal services.

INSURANCE REQUIREMENTS

1. **Commercial General Liability:** with limits of \$1,000,000 per occurrence/\$2,000,000 aggregate.
2. **Commercial Automotive Liability:** a combined limit of not less than \$1,000,000.
3. **Workers' Compensation and Employer's Liability:** per Florida statutory requirements.

CONTRACT TERM/DELIVERY TIMELINE

1. **Term:** The resulting contract will be for an initial term of **TWO (2)** years.
2. **Renewals:** **TWO (2)** optional, **ONE-YEAR (1-year)** renewal terms.
3. **Escalation:** Any price increase for contract renewal will be subject to negotiation as approved by the City of Ocala. In no case will the increase exceed three percent (3%) annually unless there are mitigating market conditions. Prices increases shall be based on the CPI-U and Contractor must submit their request for an increase with CPI justification at least 90 days prior to the end of the current term.

PROJECT SUMMARY, DELIVERABLES AND HOURS**1. Execution of Work:**

- a. The Contractor shall be responsible for performing the work necessary to meet the City standards in a safe, neat, and high-quality workman-like manner using only accepted methods in carrying out the work and complying with all federal, state, and local laws, codes, and regulations. The work must be accomplished with professional methods and standards of the trade.
- b. Normal working hours for this contract will be 7:00 AM to 5:30 PM, Monday through Friday, excluding holidays unless otherwise written authorization from the City representative is given.

- c. All non-emergency work shall be completed within seven (7) working days after notification, at the discretion of the City representative (unless otherwise noted below).
 - i. The Contractor must respond via e-mail within 24 hours of a request to the requesting department giving an estimated start time for each project.
 - ii. The City reserves the right to question any job when the hours performed by the Contractor seem excessive for the work completed.
- d. Work will be scheduled on an as-needed basis. There will be time periods when there is no work available.
- e. No tree should be pruned/trimmed in a way that alters the natural shape. Tree Trimming/Pruning will be completed using a 3-man crew.
- f. **No shearing, such as lion-tailing or topping of a tree, is allowed unless consent is given by a City representative for a specific purpose.**
- g. The Contractor shall coordinate all work with the appropriate City personnel:

Department	Division	Type	Contact Name	Number	Contact Email
Public Works	Streets	Primary	Tom Casey	(352) 427-9364	tcasey@ocalafl.gov
		Alternate	Charlie Varney	(352) 351-6789	cvarney@ocalafl.gov
	Stormwater	Primary	Brian Herrick	(352) 401-6927	bherrick@ocalafl.gov
Recreation & Parks	Parks/Golf Courses	Primary	Bill Rodriguez-Cayro	(352) 425-4401	wcayro@ocalafl.gov
		Alternate	Jeff Kerley	(352) 425-8817	jkerley@ocalafl.gov
Utilities	Electric (Arborist)	Primary	Anthony Santangelo	(352) 572-0365	asantangelo@ocalafl.gov
	Water Resources	Primary	Robyn Preston	(352) 629-8471	RBPreston@ocalafl.gov
		Alternate	Shane Bailey	(352) 572-0483	sbailey@ocalafl.gov
		Alternate	Luis Acosta	(352) 572-0421	lacosta@ocalafl.gov

2. Disaster Work:

- a. Should a disaster occur, **the City of Ocala must be the Contractor’s priority for any disaster work** that may harm any person or property. The City Manager will determine what constitutes a disaster.

- b. Contractor must provide telephone numbers of at least three (3) emergency contacts to all primary contacts listed above. In the event of an emergency, the City must be able to reach one of the Contractor's emergency contacts.

3. Emergency, Disaster, Holiday, and Weekend Work (3-Man Crew):

- a. Work must be completed in a timely manner.
 - i. The Contractor will have thirty (30) minutes to arrive at the job site after the call is received.
 - ii. The hourly rate for said work shall be the Contractor's labor cost over and above the cost to provide said services in a non-emergency situation.
 - iii. The Contractor shall invoice based on the tree type, size, work performed, and the emergency/disaster or holiday/weekend hourly rate.
- b. In the event of multiple urgent/after-hours requests by the City, the Contractor should prioritize work as follows:
 - i. Trees blocking roadways.
 - ii. Impeded access to lift stations or water treatment facilities.
 - iii. Dead trees
 - iv. Low-hanging limbs
 - v. Any work outside of the list above will be prioritized by the City for the Contractor.
- c. In the event the Contractor is unable to complete the emergency, disaster, holiday, or weekend work as required, or if the City is unable to reach the Contractor, the City reserves the right to use another Contractor.
- d. Multiple failures to respond to requests for work, and/or failures to answer emergency, disaster, holiday, and weekend work calls may result in **termination of the contract**.

- 4. Damage:** The Contractor is responsible for performing the work with utmost care and by using appropriate methods to prevent any damage to any public or private property that is adjacent to the work area. In case any public or private property gets damaged or destroyed during the work, the Contractor must immediately report the same to the relevant Project Manager. The Contractor is liable for any expense incurred for repairing or restoring the damaged property and must ensure that the repairs or restoration are acceptable to the City. The Contractor must complete the repairs or restoration no later than one (1) month from the date the damage occurred.

5. Debris Removal (3-Man Crew):

- a. Off-road retrieval shall be discussed with the City prior to the performance of work.
- b. Site cleanup shall include raking and removing small debris.
- c. Response within twenty-four (24) hours of original notification by the City of Ocala unless otherwise agreed for a specific location.
- d. Downtown debris will be removed from the area immediately.

6. Grinding:

- a. Grind out stumps and surrounding surface roots even with the level of the surrounding surface. The ground must be raked smooth and level. Grinding is based on the diameter measurement price per inch.
- b. Contractor shall remove grindings, roots, and any debris.
- c. Response within three (3) days of the original notification.

- 7. Maintenance of Traffic (MOT)/Temporary Traffic Control (TTC):** Maintain traffic per FDOT latest edition series index within the limits of the project for the duration of the service period. Construct and maintain detours. The Contractor is responsible for the MOT/TTC on each project.
- a. Provide facilities for access to residences, businesses, etc., along the project. Furnish, install, and maintain traffic control and safety devices during the work. Furnish and install work zone pavement markings for MOT/TTC in work areas. Provide any other special requirements for safe and expeditious movement of traffic.
 - b. MOT/TTC includes all facilities, devices, and operations as required for the safety and convenience of the public within the work zone. Do not maintain traffic over those portions of the project where no work is to be accomplished or where work operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work and repair any damage to existing pavement open to traffic. FDOT Design Standards are the minimum standards for the use in the development of all Traffic Control Plans (TCPs).
 - c. Contractor must have one (1) person who is MOT/TTC Certified on-site when required by the work.
 - d. Contractor must provide the FDOT current standard specification section index number/sheet for the maintenance set-up per work site in accordance to the latest edition of the FDOT.

PROJECT SPECIFICATIONS

All work shall be in accordance with:

- a. FDOT Design Standards (latest edition) available at:
<https://www.fdot.gov/design/standardplans>
- b. ANSI Specifications for Tree Care Operations (A300) (latest edition) available at:
<https://tcia.org/>

WRITTEN QUOTES

1. The Contractor shall prepare written estimates in advance of the performance of work. Written quotes shall list the location name and address. The Contractor and the assigned City Project Manager shall review the estimate and agree in writing prior to the work being formally assigned.
2. Estimates shall be descriptive and detail the number of crew members, estimated number of hours, and the equipment anticipated by the Contractor to be utilized and needed to complete the proposed work. The Contractor and the assigned City Project Manager shall review the estimate and agree in writing prior to the work being formally assigned.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. The Contractor must utilize competent employees in performing the work. Employees performing the work must be properly certified or qualified as required by the scope.
2. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. The Contractor must always provide a valid telephone number and address to the City.

3. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
4. The employees of the Contractor must wear suitable work clothes and personal protective equipment as defined by OSHA/FDOT.
5. The Contractor will operate as an independent Contractor and not as an agent, representative, partner, or employee of the City of Ocala, and shall control their operations at the worksite, and be solely responsible for the acts or omissions of their employees.
6. Communication is required between the Contractor and each department representative.
7. During the execution of work for the City, the Contractor's employees must wear a company shirt or name badge with the company name, and all vehicles must bear the company name.

EQUIPMENT REQUIREMENTS

1. The Contractor must own or have access to the required equipment listed below.
 - i. Bucket Truck
 - ii. Loader equipment transport
 - iii. Stump grinder
 - iv. Mulcher

CITY OF OCALA RESPONSIBILITIES

1. The City of Ocala will furnish the following services/data to the Contractor for the performance of services:
 - a. Access to City buildings and facilities to perform the work.
 - b. Provide access to drawings, specifications, schedules, reports, and other information prepared by/for the City of Ocala pertinent to the Contractor's responsibilities.
 - c. Provide office facilities for the Contractor, if needed.
2. The City reserves the right to purchase any materials for the Contractor to use. The Contractor shall not charge a mark-up fee for material furnished by the City.

CONTRACTOR RESPONSIBILITIES

1. The Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable State, Federal, and local laws, policies, procedures, and guidelines.
2. All work shall conform to all existing governing authorities' Codes and Regulations.
3. The Contractor shall obtain and pay for any additional equipment, dumping and/or disposal fees, etc., required to fulfill this contract. All disposal and dumping must be conducted in a legal manner.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. The Contractor shall then contact the City Project Manager immediately and advise of the reason for not completing the assigned project.

5. **Photo Submission:** After completion of each request, the Contractor shall take a cellphone photo of the worksite(s) using the Solocator or Timestamp cell phone app and e-mail the photo to the City Project manager. The Contractor can visit the following links for additional details regarding the Solocator or Timestamp apps: www.solocator.com or www.timestampcamera.com.
6. The Contractor is required to take a cellphone picture of the tree's diameter before work commences using an app similar to Solocator / Timestamp and text to the City's project manager. Failure to do this may result in reduced payment.

SAFETY

1. The Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-Contractors, all building and site occupants, staff, public, and all persons in or around the work area.
2. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
3. Immediately clean up and remove all debris after any work performed in the **Downtown Area**. Safety areas and site clean-up must also be completed after any tree work is performed.

INVOICING

1. All original invoices will be sent to the requesting department.
2. The Contractor will invoice at least once a month.
3. Contractor may be given a cover sheet for their invoice. This cover sheet must be filled out correctly and submitted with each invoice.
4. Contractor invoices shall include the following:
 - a. Site location as a specific address, main and cross-street, or nearest utility pole number.
 - b. Specific work performed, including load size, off-road retrieval time if required, stump circumference to the edges of the surface roots, etc.
 - c. Line items invoiced must match the descriptions in Exhibit B – Price Proposal.
 - d. Date of completion.
5. The Contractor will provide an estimated yardage of material removed on each invoice upon request from the City representative.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. Bidder must bid on all line items, with the exception of optional items.
3. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
4. Bids will be received on a unit price basis. The City will pay the Contractor only for the actual units that the Contractor provides, installs, or constructs.
5. Award will be made to the lowest bidder meeting all requirements outlined herein.

