

MEMORANDUM

TO: MAYOR AND CITY COMMISSION
FROM: CITY ATTORNEY'S OFFICE
DATE: October 2, 2017
RE: Agreement with Burford's Tree, LLC for Annual Line Clearance Services for Lakeland Electric's Energy Delivery Operations

Attached hereto for your consideration is an Agreement with Burford's Tree, LLC (Burford's) for annual line clearance services for Lakeland's Electric Energy Delivery Operations.

In October 2014, the City entered into a three (3) year agreement with Asplundh Tree Expert Company (Asplundh) for annual line clearance services. The agreement with Asplundh included an option for two (2) additional one (1) year renewals upon mutual written consent of the parties. The City has chosen not to renew the agreement with Asplundh due to Asplundh's failure to maintain the required 400 line miles per year. As a result, the City has fallen behind on its annual line clearance operations.

Accordingly, the City's Purchasing Department issued Invitation to Bid No. 7229 on July 20, 2017, to procure the services of a qualified and experienced energized power line clearance contractor to provide all labor, supervision, materials and equipment to perform line clearance operations for energized transmission and distribution power lines. The following two (2) companies responded:

Company	Location	Estimated Cost
Asplundh Tree Expert Company	Jonesville, FL	\$2,360,474
Burford's Tree, LLC	Anniston, AL	\$3,275,465

The bids were evaluated by Lakeland Electric staff and Burford's was selected as the most responsive, responsible bidder due to Asplundh's failure to perform services in accordance with its existing contract with the City. The estimated cost for services is based on 360 miles of vehicle accessible distribution line clearance per year and 40 miles of transmission line clearance per year. Actual miles and breakdown will vary.

All work by Burford's will be performed in accordance with the City's Bid and Specifications. The term of the Agreement is for an initial period of three (3) years beginning October 1, 2017 and ending September 30, 2020, with two (2) additional one (1) year options for renewal upon mutual written consent of the parties. The

total estimated cost of the work for FY18 is \$3,275,465 and is included in Lakeland Electric's FY2018 budget.

It is recommended that the appropriate City officials be authorized to execute this Agreement with Burford's for annual line clearance on behalf of the City.



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

NOTICE TO BIDDERS

INVITATION TO BID

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

Sealed bids will be received by the Purchasing Manager, City of Lakeland, Florida, 1140 East Parker Street, Lakeland, Florida 33801 **until 2:00 p.m. – Thursday – August 17, 2017.** Bids received after this specified time and date will not be considered. The sealed bids will be publicly opened and read aloud on the same date and time in the office of the Purchasing Manager for the following:

Bid Documents may be requested by visiting our Website at <http://www.lakelandgov.net/purchasing> or by contacting the **City of Lakeland Purchasing Division @ (863) 834-6780.** **Bid Documents are Required for Bid Submittal.** Any Bidder that **Does Not** Have a City of Lakeland Oracle iSupplier Number Should Visit the Above Website and Register as an Oracle Supplier.

THE SERVICES OF A QUALIFIED AND EXPERIENCED ENERGIZED POWER LINE CLEARANCE CONTRACTOR TO PROVIDE ALL SUPERVISION, LABOR, EQUIPMENT, TOOLS, MATERIALS AND SUPPLIES FOR THE PERFORMANCE OF LINE CLEARANCE OPERATIONS FOR ENERGIZED TRANSMISSION AND DISTRIBUTION POWER LINES. THE CONTRACTOR SHALL ALSO FACILITATE THE INSTALLATION OF NEW FACILITIES AND IMPROVEMENTS TO EXISTING FACILITIES LOCATED ON PUBLIC RIGHT-OF-WAYS AND PRIVATE PROPERTIES. THE BID SUBMITTED AND THE PURCHASE ORDER, IF ISSUED, SHALL BE IN COMPLETE ACCORDANCE WITH, WITHOUT LIMITATION, THIS INVITATION TO BID, ATTACHED SPECIFICATIONS, ALL CODES, SPECIFICATIONS AND REQUIREMENTS REFERENCED THEREIN.

Note: This Annual Service Requirement, if placed, shall be Firm and Valid beginning with the Issuance of a Purchase Order through September 30, 2020 with an Option for Two (2), One (1) Year Renewals upon mutual consent.

Note: Mandatory Pre-Bid Meeting: The City of Lakeland has scheduled a Mandatory Pre-Bid Meeting on - Thursday – August 3, 2014 at 10:00 a.m., at the City of Lakeland Purchasing Division Conference Room, located at 1140 East Parker Street, Lakeland, Florida. Note: Only Those Qualified Contractors in Attendance Shall be Eligible to Bid.

Questions regarding this invitation to bid should be **in writing** and should reference the above Bid number. Submit all questions to **Mrs. Tara Walls, CPPB, Senior Purchasing Agent,** via e-mail at purch@lakelandgov.net or fax (863) 834-6777.

CLARIFICATION AND/OR EXCEPTIONS OF DOCUMENTATION

Bidders requiring clarification or having a dispute with these documents must advise the City Purchasing Division of the nature of the required clarification or basis of the dispute, in writing, no later than **August 10, 2017**. If no written contact has been made by this specified date, the Bidder waives the right to any future consideration and accepts the documents as published and/or revised by the City. **Additionally, submitting a signed bid shall be construed as a total compliance statement.** **Note:** Any use of brand names (manufacturer) in this invitation and specification is for Bidder convenience only and shall not limit this offering. Equal or better equipment and alternate bids may be given consideration.

FLORIDA PUBLIC RECORDS LAW

Qualification submittal information shall be subject to Chapter 119, Florida Statutes, generally known as the "Florida Public Records Law." This statute provides that all documents, papers, records and similar material produced or received by an agency or political subdivision of the State are subject to public inspection and review under reasonable conditions and at reasonable times. Accordingly, unless specifically exempted by law, all bids and materials received with bids, marketing information, quotations, proposals, specifications, correspondence, forms, contracts, bonds, financial statements, prospectus, corporate resumes, product summaries, lab reports, inspection and test reports and any other such material will be considered a matter of public record. The City and its staff cannot regard any document, information or data as proprietary or confidential unless so advised by the City Attorney.

Additionally, should a Contractor enter into an Agreement with the City, the Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement. In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

EXPARTE COMMUNICATION

Please note that to insure the proper and fair evaluation of a bid, the City of Lakeland prohibits exparte communication (i.e., unsolicited) initiated by the Bidder to the City Official or Employee evaluating or considering the bids prior to the time a bid decision has been made. Communication between Bidder and the City will be initiated by the appropriate City Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the bids. Exparte communication may be grounds for disqualifying the offending Bidder from consideration or award of the bid then in evaluation or any future bid.

INSURANCE AND SAFETY REQUIREMENTS

All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida.

The Contractor shall, within ten (10) days of notification of award and prior to commencement of work, take out and maintain in full force and effect minimum insurance coverage as specified in the attached requirements. This insurance shall remain in force and effect throughout the duration of the contract.

A **certificate of existing insurance** coverage should be submitted with the bid as proof of insurability. If the current coverage does not meet the bid requirements, then the Bidder should request an affidavit of insurability from the Bidder's insurance agent that certifies that the requirements can and will be met. Failure to provide adequate insurance coverage may be cause for disqualification as non-responsive to the bid requirements. The Contractor agrees to accept and abide by the City of Lakeland safety regulations in complete accordance with the attached requirements.

INDEMNIFICATION AGREEMENT

The Contractor agrees to indemnify and hold harmless the City of Lakeland in complete accordance with the attached requirements. This agreement shall be signed, notarized and returned with the bid submittal. Failure to provide the Hold Harmless Indemnification Agreement may be cause for disqualification as non-responsive to the bid requirements.

PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

DRUG-FREE WORKPLACE CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is a drug-free workplace in accordance with Florida Statute 287.087.

SUSPENSION AND DEBARMENT CERTIFICATION

By submitting a bid in response to this Invitation to Bid, you are certifying that your company is not presently suspended or debarred as, and/or listed on the U.S. General Services Administration's System for Award Management (SAM) as such.

CONFLICT OF INTEREST / STATEMENT OF NON-COLLUSION

The award hereunder is subject to Chapter 112, Florida Statutes. All respondents must disclose with their bid the name of any officer, director, or agent who is also an employee of the City of Lakeland. Further, all respondents must disclose the name of any City of Lakeland employee who owns, directly or indirectly, an interest of five percent (5%) or more of the respondent's firm or any of its branches.

The respondent shall certify that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the bid and that the respondent is not financially interested in, or otherwise affiliated in a business way with any other respondent on the same land or improvements.

ADDENDA

It is the Bidder's responsibility to contact the Purchasing Division prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda and return executed addenda with the bid.

The failure of a Bidder to submit acknowledgement of any addenda that affects the bid price(s) may be considered an irregularity and may be cause for rejection of the bid.

TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful bidder is included with this bid as Attachment "A", should the City require such.

ORACLE iSUPPLIER AND SOURCING

In addition to accepting 'hard copy' competitive sealed bids, proposals and qualifications, the City of Lakeland uses Oracle's iSupplier and Sourcing to administer the competitive solicitation process, including but not limited to soliciting quotes, sealed bids, proposals, and qualifications, issuing addenda, posting results and issuing notification of an intended decision. Bidders are strongly encouraged to familiarize themselves well in advance of their intention of submitting a proposal to ensure familiarity with the use of Oracle iSupplier and Sourcing. The City shall not be responsible for a Bidder's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of Oracle iSupplier and Sourcing.

It is the sole responsibility of the Bidder to ensure that their response is submitted electronically through Oracle Sourcing, and hard copies reach the Purchasing Manager, City of Lakeland, Florida, 1140 E. Parker St., Lakeland, Florida 33801, no later than the time and date specified in this solicitation.

BID SUBMITTAL

An original and three (3) copies (collated in sets) of the bid form supplied by the City of Lakeland and all required bid submittal data shall be enclosed within a sealed envelope with the words, "**Sealed Bid No. 7229 – Annual Contract for Line Clearance Services**" and the Bidder's name and address clearly

shown on the outside thereof. **Submittals received with less than four (4) total copies or not submitted on the City of Lakeland Bid Sheets may be disqualified as non-responsive.**

Mailed bids must be received in the office of the Purchasing Manager not later than the time set forth for bid opening. The City of Lakeland, Florida will not be responsible for any lost or late arriving bids sent via the U. S. Postal Service or other delivery services.

The City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder's experience and/or qualifications, past experience, administrative cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City's needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price.

City of Lakeland, Florida

Mark D. Raiford, CPPB
Purchasing Manager

BID SHEET:
ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING

Company Name _____

Company Address _____

City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

E-Mail Address _____

The following Bid is in strict accordance with the **City of Lakeland Invitation to Bid No. 7229, dated July 20, 2017, and all attachments as referenced therein:**

This Bid shall be **F.O.B. Delivered with Full Freight Allowed** and a **Total Firm Price** for all of the work outlined in Sections 1.0, 2.0 and all other Sections per **Specification No. EDO-17-01.**

Total Firm Bid Price Per Distribution Pole Line Mile (Anticipated to trim 350-400 pole line miles per year):

FY 18 Vehicle Accessible/Aerial Lift/Back Yard Lift \$ _____ **Per Mile**

Written Out _____ **Dollars**

FY 19 Vehicle Accessible/Aerial Lift/Back Yard Lift \$ _____ **Per Mile**

Written Out _____ **Dollars**

FY 20 Vehicle Accessible/Aerial Lift/Back Yard Lift \$ _____ **Per Mile**

Written Out _____ **Dollars**

FY 18 Non-Vehicle Accessible/Manual Climbing \$ _____ **Per Mile** **Written Out**

_____ **Dollars**

FY 19 Non-Vehicle Accessible/Manual Climbing \$ _____ **Per Mile** **Written Out**

_____ **Dollars**

FY 20 Non-Vehicle Accessible/Manual Climbing \$ _____ **Per Mile**

Written Out _____ **Dollars**

Bid Sheet continued on the next page:

FY 18 Vehicle Accessible/ 69kv Transmission Overbuilt \$ _____ Per Mile
Written Out _____ Dollars

FY 19 Vehicle Accessible/ 69kv Transmission Overbuilt \$ _____ Per Mile
Written Out _____ Dollars

FY 20 Vehicle Accessible/ 69kv Transmission Overbuilt \$ _____ Per Mile
Written Out _____ Dollars

Total Firm Bid Price for Tree Removal:

Vehicle Access Tree Removal 4" to 8" Diameter: \$ _____
Written Out _____ Dollars

Non-Vehicle Access Tree Removal 4" to 8" Diameter: \$ _____
Written Out _____ Dollars

Vehicle Access Tree Removal 9" to 12" Diameter: \$ _____
Written Out _____ Dollars

Non-Vehicle Access Tree Removal 9" to 12" Diameter: \$ _____
Written Out _____ Dollars

Vehicle Access Tree Removal 13" to 16" Diameter: \$ _____
Written Out _____ Dollars

Non-Vehicle Access Tree Removal 13" to 16" Diameter: \$ _____
Written Out _____ Dollars

Total Firm Bid Price for Service Cable Trim by Firm Price Crew: \$ _____
Written Out _____ Dollars

Please State the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges_for Each Classification of Labor for FY 18:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ _____	+	_____	=	\$ _____
Crew Foreman	\$ _____	+	_____	=	\$ _____
Climber	\$ _____	+	_____	=	\$ _____
Trimmer	\$ _____	+	_____	=	\$ _____
Apprentice/Groundman	\$ _____	+	_____	=	\$ _____

Please State the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 18:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ _____	+	_____	=	\$ _____
Crew Foreman	\$ _____	+	_____	=	\$ _____
Climber	\$ _____	+	_____	=	\$ _____
Trimmer	\$ _____	+	_____	=	\$ _____
Apprentice/Groundman	\$ _____	+	_____	=	\$ _____

Please State the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges_for Each Classification of Labor for FY 19:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ _____	+	_____	=	\$ _____
Crew Foreman	\$ _____	+	_____	=	\$ _____
Climber	\$ _____	+	_____	=	\$ _____
Trimmer	\$ _____	+	_____	=	\$ _____
Apprentice/Groundman	\$ _____	+	_____	=	\$ _____

Please State the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 19:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ _____	+	_____	=	\$ _____
Crew Foreman	\$ _____	+	_____	=	\$ _____
Climber	\$ _____	+	_____	=	\$ _____
Trimmer	\$ _____	+	_____	=	\$ _____
Apprentice/Groundman	\$ _____	+	_____	=	\$ _____

Please State the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 20:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ _____	+	_____	=	\$ _____
Crew Foreman	\$ _____	+	_____	=	\$ _____
Climber	\$ _____	+	_____	=	\$ _____
Trimmer	\$ _____	+	_____	=	\$ _____
Apprentice/Groundman	\$ _____	+	_____	=	\$ _____

Please State the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 20:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ _____	+	_____	=	\$ _____
Crew Foreman	\$ _____	+	_____	=	\$ _____
Climber	\$ _____	+	_____	=	\$ _____
Trimmer	\$ _____	+	_____	=	\$ _____
Apprentice/Groundman	\$ _____	+	_____	=	\$ _____

Bid Sheet continued on the next page:

BID SHEET CONTINUED:
ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

Please State the Hourly Billing Rates for the Following Equipment:

<u>Item Number</u>	<u>Equipment</u>	<u>Billing Rate (\$/Hr.)</u>
1	4x4 Pickup Truck w/tools for Herbicide Crew	\$ _____
2	Aerial Bucket 70-75', w/tools for Priority Project	\$ _____
3	Disc Chipper	\$ _____
4	Rear Lot Aerial Lift w/tools	\$ _____
5	Aerial Bucket 50'-60' w/tools	\$ _____
6	Split Dump Truck w/tools	\$ _____
7	Loader	\$ _____
8	4 X 4 Aerial Bucket 70' w/ tools	\$ _____
9	Tractor w/ mobilizing vehicle	\$ _____
10	Bush Hog (or equiv.)	\$ _____
11	Spray Truck, 4 X 4, minimum 1-ton w/tools	\$ _____
12	Whole Tree Disc Chipper, minimum 18" and 200 h.p.	\$ _____
13	General Foreman Vehicle	\$ _____
14	Commercial-grade Trimmer	\$ _____
15	Prentice Loader	\$ _____

BID SHEET CONTINUED:

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

D. Please List a Minimum of Three (3) Projects that Your Company Has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

C. Please List All Anticipated Subcontractors:

<u>Name Of Company</u>	<u>Address and Telephone</u>	<u>Type of Craft</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

BID SHEET CONTINUED:

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

J. Schedule:

Work can be started in _____ calendar day(s) after notification of award.

Terms of Payment Offered _____

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

“I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder’s experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City’s needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list.”

Company Name

Authorized Signature

Date Signed

Name of Contact for Questions
(Please Print or Type)

Telephone No. of Contact



ENERGY DELIVERY OPERATIONS

SPECIFICATION

EDO-10-17

SPECIFICATION

FOR

CONTRACT LINE CLEARANCE

LAKELAND ELECTRIC
ENERGY DELIVERY OPERATIONS
LAKELAND, FL

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PRE-BID INFORMATION

- PB.1 GENERAL INFORMATION:** The City of Lakeland (the City) anticipates awarding a Contract based on a firm price per pole line mile bid, firm price per unit for tree removals, one (1) Time and Equipment full time three (3) person Priority Project Crew and one (1) Time and Equipment full time two (2) person Herbicide Crew. For explanation of terms and items to include in the firm price per pole mile bid, see page 7.
- A. Firm Price Per Mile – Based on Lakeland Electric’s 1200 overhead distribution pole line miles, and 127 (69 kV) overbuilt transmission circuit miles, it is anticipated that the Contractor will trim approximately 350 to 400 distribution pole line miles, including approximately forty (40) (69kv) overbuilt transmission pole miles per each year. All 230 (kV) transmission circuit miles will be trimmed by T&E crews. Additional details are contained on page 7.
 - B. Firm Price Per Tree Removal Unit-Based on tree diameter categories, it is anticipated that the Contractor will remove trees less than 16” in diameter, as pre-arranged and/or permitted and approved, during the firm price per mile operations. Additional details are contained on page 7.
 - C. The City will initially require one (1) Priority Project crew and one (1) Herbicide Crew which will be billable on a T&E basis. Additional time and equipment crews shall be provided at the proposed billing rates on an as needed basis as requested by the City.
- PB.2 BID EVALUATION:** Bid award(s) will be made after a total bid evaluation is conducted based on Contractors submitted items listed below. The pricing components portion of the bid evaluation is described on page 11.
- PB.3 INSTRUCTIONS:** A satisfactory explanation must be given for not complying with the instructions. Failure to provide all applicable information may be cause for disqualification as non-responsive.

Contractor should submit:

- A. Cost per distribution pole line mile (anticipated to trim 350 - 400 miles per year).
- B. Cost per distribution pole line mile with 69 kv transmission circuit overbuilt on the same poles (anticipated to trim 35-40 miles per year).
Note: See PB.7 on page 7 for details regarding how transmission mileage will be paid when transmission is overbuilt on same poles as distribution.
- C. Cost per tree removal unit (based on diameter class). See Page 7
- D. Cost per service entrance cable trim unit price (if trimmed by firm price crew as a pre-arranged or requested by the customer on-site)
- E. Hourly billing rates and overtime billing rates for each personnel classification listed on page 9.
- F. Hourly billing rates for specified equipment listed on page 10.
- G. Supervisory and staffing capabilities with resumes of supervisory personnel, documentation of supervisor certifications and licenses, and the number of personnel required for subject Work per classification.
- H. A summary describing three projects of similar nature in Florida (or the Southeastern United States) with date ranges and reference contacts.
- I. Documentation of employee training programs and safety training records including Florida based foremen names, dates, duration, and instructors.
- J. Documentation of employee benefits / incentive / safety programs. Include a copy of your firm’s training and certification program for employees which meets OSHA 1910.269 and ANSI A 300 standards.
- K. Statement that equipment proposed meets with all local or state codes, laws and requirements.

- L. A standard tool list for each time and equipment crew configuration or type.
- M. A summary describing company's ability to provide additional crews and equipment for response to a major emergency (ER.3)
- N. A list of holidays that the Contractor observes as non-work days.
- O. Certification that Contractor's employees assigned to perform work under this Contract are tested for substance abuse in accordance with the State of Florida Department of Health and Rehabilitative Services' guidelines.
- P. Statement that Contractor has performed similar projects in other states, and that Contractor has at least 400 current employees.

PB.4 COMPATIBILITY WITH JOBSITE CONDITIONS: The Bidder shall acquaint themselves and be familiar with the labor practices, conditions, and procedures established and accepted in the Line Clearance Vegetation Management industry.

PB.5 CONTRACTOR'S STATE LICENSE: The Bidder shall include in the bid qualification their CONTRACTOR'S Registration Number if required by Florida Statue 489.

PB.6 BIDDER'S QUALIFICATIONS: An award of contract will be made only to a responsive, responsible Bidder, in a financial position and with the organizational ability to do the Work specified herein and qualified by experience. The Bidder shall submit adequate evidence of his ability to fulfill contracts such as the one being bid.

EXPLANATION OF BID SCHEDULE REQUIREMENTS

FIRM PRICE COST PER MILE RATE

All bid pricing shall be placed on the bid sheets provided with the invitation.

PB.7 BID FIRM PRICE PER MILE FOR 400 POLE LINE MILES PER YEAR

INFORMATION: The firm price per mile rate is based on pole miles. Poles with more than one distribution circuit will be measured one time. Poles with transmission, distribution circuits and/or fiber optic cables will be measured one time and billed at the transmission rate. Please reference Table 1.

PB. Table 1

FACILITY	MILES	RATE SCHEDULE
DISTRIBUTION LINES	1,188*	DISTRIBUTION POLE MILE
69 kV TRANSMISSION LINES	127**	TRANSMISSION POLE MILE
FIBER OPTIC CABLES	Unknown	AS PART OF THE DISTRIBUTION RATE OR TRANSMISSION RATE
OPEN SECONDARY/WRAPPED SECONDARY/ 2-WIRE CABLES TO PUBLIC STREET LIGHTS	Unknown	AS PART OF THE DISTRIBUTION RATE
POLES/DOWN GUYS/SPAN GUYS	Unknown	AS PART OF THE DISTRIBUTION RATE
BRUSH REMOVAL LESS THAN 4" DBH	Unknown	AS PART OF THE DISTRIBUTION RATE
TREE REMOVAL BETWEEN 4-16" DBH	Unknown	UNIT RATE PRICING BASED ON DIAMETER AND ACCESS
TREE REMOVAL GREATER THAN 17" DBH	N/A	ASSIGNED AS TIME AND EQUIPMENT
SERVICE ENTRANCE CABLES & 2-WIRE CABLES TO PRIVATE AREA LIGHTS	N/A	PER UNIT PRICE PER ADDRESS IF TRIMMED BY FIRM PRICE CREW, PRE-ARRANGED OR ON-SITE
230 kV LINES	N/A	ASSIGNED AS TIME AND EQUIPMENT

*Total OH distribution circuit mileages: 1,274.124
 Total double distribution circuit mileages: 85.185
 Total triple distribution circuit mileages: 0.542
 Total quadruple distribution circuit mileages: 0.260
 Total OH distribution pole mileages = 1274.124 - 85.185 - 0.542 - 0.260 = 1,188.137

**90% of the 69 kV lines are overbuilt

BID INSTRUCTIONS FOR FIRM PRICE PER CIRCUIT MILE:

- For bid purposes, assume 360 distribution pole line miles per year, and 40 (69) kV transmission pole line miles per year. Actual number will depend on bid evaluations and City budget.

- Tree trimming shall be scheduled to keep Firm Price Crews working consistently throughout the entire year on Lakeland Electric property. Based on an expected workload of 400 miles, quarterly goals of 100 miles shall be established. Deviations of more than 10% of a quarterly goal must be approved by City staff. Failure to trim at least 180 miles bi-annually may result in penalties of \$1000 per mile for each mile under 180. Should the yearly workload change, the goals will be adjusted accordingly. Note: Penalties will not be imposed during time periods in which tree crews are released to assist other utilities during declared emergencies.
- Circuit mile bid should include all trimming needed for applicable open secondaries, wrapped secondary cables, triplex cables that provide service to more than one customer, street light cables that feed public street lights (including private mobile home parks), fiber optic cables, utility poles, down guys and span guys.
- 230 kV Transmission circuits will be trimmed on a T&E basis.
- Tree removals larger than 17" diameter (dbh) will be handled by Time and Equipment (T&E) Crew.
- The City may exclude a portion of any circuit scheduled for Firm Price trimming if, in the opinion of the City staff, that portion of the circuit needs trimming that cannot wait on the scheduled Firm Price Crew Work (such as storm damage). In this situation, billing shall be adjusted to reflect actual work.

**EXPLANATION OF BID SCHEDULE REQUIREMENTS
T & E LABOR BILLING RATES**

CONTRACTORS SHALL PROVIDE WAGES AND BILLING RATES. THESE CLASSIFICATIONS ARE REQUIRED FOR PROVIDING ADDITIONAL TIME & EQUIPMENT CREWS, STORM WORK, EMERGENCY RESPONSE, AND ANY OTHER WORK THE CITY AGREES TO BE BILLED FOR TIME AND EQUIPMENT.

Part 1

PB.8 The bidder shall indicate the hourly billing rates plus any additional charges for each classification. The billing rate shall apply to all labor provided under this agreement for each year of the contract period. All bid pricing shall be placed on the bid sheets provided with the invitation.

<u>CLASSIFICATION</u>	Hourly Wage	Additional Charges (%)	Billing Rate (\$/Hr)
General Foreman	\$	+	= \$
Crew Foreman	\$	+	= \$
Climber	\$	+	= \$
Trimmer	\$	+	= \$
Apprentice	\$	+	= \$

**EXPLANATION OF BID SCHEDULE REQUIREMENTS
T & E OVERTIME LABOR BILLING RATES**

Part 2

PB.9 The Bidder shall indicate the hourly overtime billing rates, plus any additional charges for each classification. The billing rate shall apply to all overtime labor provided under this agreement for each year of the contract period. All bid pricing shall be placed on the bid sheets provided with the invitation.

<u>CLASSIFICATION</u>	Hourly Wage	Additional Charges (%)	Billing Rate (\$/Hr)
General Foreman	\$	+	= \$
Crew Foreman	\$	+	= \$
Climber	\$	+	= \$
Trimmer	\$	+	= \$
Apprentice	\$	+	= \$

**EXPLANATION OF BID SCHEDULE REQUIREMENTS
T&E EQUIPMENT BILLING RATES**

PB.10 The Bidder shall indicate the hourly billing rates for the following equipment under this agreement for the contract term. All bid pricing shall be placed on the bid sheets provided with the invitation.

ITEM NUMBER	EQUIPMENT	BILLING RATE (Per hr)
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1.	4x4 Pickup Truck	\$
2.	Transmission Aerial Bucket 70' with tools	\$
3.	Disc Chipper	\$

Items below will be used on an As-Needed Basis

4.	Rear Lot Aerial Lift with tools	\$
5	Aerial Bucket 50'-60' with tools	\$
6	Split Dump Truck with tools	\$
7.	Loader	\$
8	4 X 4 Aerial Bucket 70' with tools	\$
9.	Tractor with mobilizing vehicle	\$
10	Bush Hog (or equiv)	\$
11	Spray Truck – 4 X 4 minimum 1 ton with tools	\$
12	Whole Tree Disc Chipper – minimum 18" and 200 h. p.	\$
13	General Foreman Vehicle	\$
14	Commercial-Grade Trimmer	
15	Prentice Loader	

Note #1: Detailed description of all vehicles is found in Section ES.4 on Page 38.

Note #2: No Equipment will be billed at an overtime rate.

EXPLANATION OF BID EVALUATION BASED ON PRICE COMPONENTS ONLY

PB.11 Bid Evaluation Based On Pricing Components Only: The overall bid evaluation will be based on all of the items listed on page 5. The pricing portion of the bid evaluation is expected to consist of an analysis similar to the following:

1. Bid price for 358 distribution pole miles
2. Bid price for 42 transmission pole miles
3. Annual cost of Priority Project Crew based on 2080 hours for each employee, vehicle and chipper
4. Annual cost of Herbicide Applicator Crew based on 2080 hours for each employee and vehicle
5. 100 Removal units of each classification
6. Overtime rates based on 400 hours for Time and Equipment Personnel

SCOPE

- S.1** **SPECIFICATION SCOPE:** The scope of this Specification is for the Contractor to provide supervision, labor, equipment, tools, materials, and supplies for the performance of Line Clearance operations for energized transmission and distribution power lines; and to facilitate the installation of new facilities; and improvements to existing facilities located on public right-of-ways and private properties for the City of Lakeland. The Contractor shall also have the ability to supply additional crews in the event of an emergency.
- S.1.1** Without invalidating the contract, the City may at any time within the general scope alter the Work by addition or reduction. The Contractor shall provide additional personnel and/or equipment at the same agreed rates.
- S.1.2** Work outside the scope shall not be performed without the written consent of the authorized City representative. Compensation for changes in the Work will not be paid without a written change order executed by the authorized City representative. The authorized representative for the City shall be the Energy Delivery Operation's Line Clearance Supervisor.
- S.2** **CONTRACT TERM:** The term for any Contract (if awarded), shall commence upon the effective date of the contract and terminate on September 30, 2020. Two (2) subsequent twelve-month renewals may be allowed upon the mutual agreement of both parties. Fixed priced rates, labor and equipment rates may be negotiated at the time of each renewal.
- S.3** **ANNUAL WAGE/PRICE INCREASE:** The Contractor's fixed price per mile and the billing rates of the T&E crews shall be adjusted annually commencing October 1st of each contract year in accordance with the increase submitted at the time of bid. The T&E crew personnel shall receive a wage adjustment to reflect the same increase on the first payroll week ending after October 1st of each contract year.

GENERAL CONDITIONS

GC.1 CONTRACT DOCUMENTS: IT IS UNDERSTOOD AND AGREED THAT A CONTRACT, IF AWARDED, SHALL BE NON EXCLUSIVE. The Contract Documents shall mean collectively, the Contract, the City's invitation to Bid, Specification EDO 17-01 and any negotiated exceptions thereto, City issued clarification and addenda to the Invitation to Bid, Public Construction Bond, the City's Purchase Order, and the awarded Bidder's valid and conforming proposal which are intended to be complimentary. The Work shall be done in accordance therewith. In the event of conflict among the contract documents, they shall be given priority as follows:

1. The Contract
2. City of Lakeland Invitation to Bid and Specification EDO 10-17 and any negotiated exceptions thereto
3. City issued clarification and addenda to the Invitation to Bid
4. Public Construction Bond
5. Purchase Order
6. Bidder's valid and conforming Proposal

GC.2 DEFINITIONS: Words, phrases, or other expressions used in this Specification shall have meanings as follows:

1. "City" shall mean the City of Lakeland, Florida, a Municipal Corporation, acting through its Mayor and City Commission and their duly authorized agents.
2. "Contractor" shall mean the corporation, company, partnership, firm, or individual who has entered into this Contract for the performance of the work covered thereby, and its, or their duly authorized representatives. When the work "Bidder" is used, it shall also mean Contractor.
3. "Subcontractor" shall mean and refer only to a corporation, partnership, or individual having a direct contract with the Contractor for performing Work covered by these Documents.
4. "Date of Contract," or equivalent words, shall mean the date of issuance of the City Purchase Order.
5. "Day" of "days" unless herein otherwise expressly defined, shall mean a calendar day or days of 24 hours each.
6. "Line Clearance Supervisor or Line Clearance Staff" shall mean the representative of the City.
7. "Work" shall mean the equipment, labor, and services furnished under this Specification and the carrying out of all obligations imposed by the Contract.
8. Whenever in this Specification the word "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the City is intended only to the extent of judging compliance with the terms of the Specification; none of these terms shall imply that the City has any authority or responsibility for supervision of the Contractor's forces or operations, such supervision and the sole responsibility therefore being strictly reserved for the Contractor.

9. Similarly, the words “approved,” “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the City.
10. Whenever in this Specification the expression “it is understood and agreed” or an expression of like import is used, such expression shall mean the mutual understanding and agreement of the parties executing the Contract Agreement.
11. In the context of this contract, an Emergency shall be defined as any circumstances that may cause the Line Clearance Supervisor to determine that the emergency procedures defined in the specification to be implemented.
12. For purposes of tree trimming, the term “circuit mile” shall mean one mile of overhead primary conductor. Numerous locations exist in which more than one circuit is constructed on the same pole. In such locations, the Contractor is paid for trimming the mileage one time, regardless of number of circuits located on poles.
13. “Open Secondary Lines” LE has an undetermined number of open secondary lines that extend beyond the primary distribution circuit miles and are not detailed on the circuit maps. This type of facility shall be trimmed/included as part of the distribution mileage and to the clearances specified in section LC.
14. “Wrapped Secondary” LE has an undetermined number of wrapped secondary, triplex cable and/or quadraplex that provides service to more than one customer. This type of facility shall be trimmed/included as part of the distribution mileage and to the clearances specified in section LC.
15. “2-wire cable” LE has an undetermined number of two-wire cables that provides service to one or more public street lights. This type of facility shall be trimmed/included as part of the distribution mileage and to the clearances specified in section LC.
16. “Service Entrance Cable” is defined as the final span to the customer’s weatherhead or mobile home pole.

GC.3 FORM OF CONTRACT: The Contract will be in the form of a written agreement issued by the City and accepted by the Contractor, and shall reference this Specification as a contract document.

GC.4 NOTICES: All notices, letters, and other communication to the Contractor will be mailed or delivered to either the Contractor’s business address listed in the Proposal or the Contractor’s office in the vicinity of the Work, with delivery to either of these addresses being deemed as delivery to the contractor.

All operational notices and letters to the City shall be addressed and delivered to:

Lakeland Electric Energy Delivery Operations
1140 East Parker Street
Lakeland, FL 33801
Attention: Line Clearance Supervisor

All contractual notices to the City shall be addressed and delivered to:

Lakeland Electric
501 East Lemon Street
Lakeland, FL 33801
Attention: Contracts Services

Either party may change its address at any time by an instrument in writing delivered to the other party.

GC.5 SCOPE AND INTENT OF CONTRACT DOCUMENTS: The various parts of the contract documents are intended to supplement but not necessarily duplicate each other. Any work exhibited in one part and not in another shall be executed as if it had been set forth in all parts. Should anything necessary for a clear understanding of the work be omitted from the contract documents, or should the requirements appear to be in conflict, the Contractor shall secure written instructions from the City before proceeding with the work affected thereby. It is understood and agreed that the Work shall be performed according to the true intent of the contract documents.

GC.6 INDEPENDENT CONTRACTOR: The relationship of the Contractor to the City shall be that of an independent contractor.

GC.7 ASSIGNMENT AND SUBCONTRACTING: It is the intent of this Specification that the Contractor shall perform the majority of the work with its own Work forces/equipment and under the management of its own organization. The Contractor shall not assign or subcontract the Work, or any part thereof, without the previous written consent of the City. Specific portions of the Work may be subcontracted only by subcontractors who are accepted by the City as provided in the General Conditions. All subcontractors shall be directly responsible to the Contractor and shall be under its general supervision.

The Contractor shall not assign, by power of attorney or otherwise, any of the money payable under his Contract unless written consent of the City has been obtained. No right under this Contract, no claim for any money due or to become due hereunder shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Contract or any part thereof, unless such assignment has been authorized by the written consent of the City. In case the Contractor is permitted to assign moneys due or to become due under this Contract, the instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or materials supplied for the performance of the Work.

Should any subcontractor fail to perform in a satisfactory manner the Work undertaken, its subcontract shall be immediately terminated by the Contractor upon 10-day notice from the City. The Contractor shall be as fully responsible and accountable to the City for Work performance, acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of person directly employed by them. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City.

GC.8 ORAL STATEMENTS: It is understood and agreed that the written terms and provisions of this specification shall supersede all oral statements of representatives of the City, and oral statements shall not be effective or be construed as being a part thereof.

GC.9 REFERENCE STANDARDS: Reference to the standards of any technical society, organization, or association, or to codes of local or state authorities, shall mean the latest standard, code, specification, or tentative standard adopted and published at the date of taking bids, unless specifically stated otherwise.

GC.10 INSPECTION: It is the intent of this Agreement that the Contractor performs quality Work at all times, and that all Work performed by the Contractor is subject to inspection for compliance with this specification. At the request of the City, the Contractor shall provide corrections to all work at no additional cost to the City. If the Contractor continually fails to perform quality Work, the City may as set forth in Section GC.12 hereof, terminate any contract resulting from award of Work associated with this specification. Payment of invoice does not imply satisfactory compliance with this specification or any ensuing Contract.

GC.11 NO WAIVER OF RIGHTS: Neither the inspection by the City or any of its officials, employees, or agents, nor any order by the City for payment of money, or any payment for, or acceptance of, the whole or any part of the Work by the City, nor any extension of time shall operate as a waiver of any provision of this Specification or any ensuing Contract, or of any power herein reserved to the City, or any right to damages herein provided, nor shall any waiver of any other or subsequent breach.

GC.12 CONTRACT TERMINATION - CONTRACT DEFAULT: If the Work to be done under this specification or any ensuing Contract is abandoned by the Contractor; or if the Contract is assigned by them without the written consent of the City; or if the Contractor is adjudged bankrupt; or if a general assignment of its assets is made for the benefit of its creditors; or if a receiver is appointed for the Contractor or any of its property; or if the Contractor fails to pay its employees the standard wages established pursuant to this specification; or if at any time the Line Clearance Supervisor certifies in writing to the City that the performance of the work under this Contract is being unnecessarily delayed, that the Contractor is violating any of the conditions of this Contract, or that the Contractor is executing the same in bad faith or otherwise not in accordance with the terms of said Contract; or if the Work is not substantially completed within the time named for its completion or within the time to which such completion date may be extended; then the City may serve written notice upon the Contractor of the City's intention to terminate this Contract. Unless within ten (10) days after the serving of such notice, a satisfactory arrangement is made for continuance, this Contract shall terminate. The Contractor shall be liable to the City for all excess cost sustained by the City by reason of such prosecution and completion.

GC.13 HINDRANCES AND DELAYS: The contractor expressly agrees that in undertaking to complete the Work within the time specified, the Contractor has made allowances for all hindrances and delays which might usually be expected to occur in performing the work. No claims shall be made by the Contractor for such hindrances and delays.

If the Contractor experiences hindrances and delays which, in its opinion, are not usually to be expected in the performance of the work and which affect the performance of the Work, the Contractor must immediately inform the Line Clearance Supervisor of such hindrances and delays. Such hindrances and delays may include, but not be limited to, acts or failure to act by the City or other contractors employed by the City, fires, epidemics, or acts of God. The Contractor shall use all reasonable means to minimize the extent of the delay.

If the Contractor fails to complete the Work, or any part thereof, in the time agreed upon in any schedule set forth, or within such extra time as may have been agreed to, the Contractor shall reimburse the City for the additional expense and damage caused by such delay. In the event that the Work is not completed by the scheduled date, the City shall be entitled to withhold final payment plus any unpaid adjustments until such time as the total amount of delay damages is determined and such damages shall be withheld from the final payment and any unpaid adjustments then due. The withholding of such damages from the final payment and any unpaid adjustments shall not impair the City's right to seek such other or additional damages which may be due.

GC.14 SUSPENSION OF WORK: The City reserves the right to suspend and reinstate execution of the whole or any part of the Work without invalidating the provisions of the Contract.

Suspension or reinstatement of the Work will be by written notice to the Contractor from the City. Suspension of Work shall not automatically entitle the Contractor to additional compensation or a change in the contract time; however, the Contractor will be reimbursed for real and unavoidable direct costs incurred by the Contractor as a result of such suspension and/or the contract will be extended as required to compensate for any delay due to such suspension. Claims by the Contractor shall use all reasonable means to minimize consequences of such suspension.

GC.15 LAWS AND REGULATIONS: The Contractor shall observe and comply with all federal, state, and local ordinances, laws, codes, and regulations, and all other applicable requirements of authorities having jurisdiction over the Work, including but not limited to the Federal Safety and Health Regulations for construction and the Safety Standards specified under Section 440.56, Florida Statutes, by the Industrial Safety Section of the Florida Department of Commerce, and shall protect and indemnify the City and the City's officers and agents, against any claim or liability arising from or based upon any failure or alleged failure of the Contractor to comply with the same.

GC.15.1 SUBSTANCE ABUSE POLICY: The City of Lakeland as a public body is subject to the Drug Free work Environment Act and as such requires the Contractor to certify that it has tested its employees for use of illegal substances. The City's Safety Officers, as representatives for the City, reserve the right to review the Contractor's substance abuse/testing policy/procedure and shall also have the right to inspect the testing facility. All of the Contractor's employees assigned to perform Work under this Contract shall be tested in accordance with the State of Florida Department of Health and Rehabilitative Services' guidelines.

The Contractor's employees shall also be randomly tested annually; and when on-the-job injuries requiring medical attention or accidents involving damage to public or private property. All rehires shall be re-tested as new hires when interruption of employment exceeds thirty days. Any employee that has tested positive for illegal substances will not be allowed to perform work under this Contract.

Possession, being under the influence or use of alcoholic beverages or illegal drugs on the job at any time shall result in the Contractor's employee being safely and immediately removed by the Contractor from the job.

The City shall not pay the Contractor for any employee found to have in their possession or to be under the influence of alcoholic beverages or illegal substances while on the job.

GC.15.2 GOVERNMENTAL GUIDELINES (Including JESSICA LUNSFORD ACT): Contractor is responsible for ensuring that all local, state, and federal guidelines (including the Jessica Lunsford Act) are adhered to. The Contractor will provide any needed supporting documentation for these employees to the City to ensure all requirements are met. These guidelines apply to any existing or new regulations that may be enacted during the term of this Contract.

GC.16 PATENTS: Royalties and fees for patents covering materials, articles, apparatus, devices, equipment, or processes used in the Work shall be included in the contract amount. The Contractor shall satisfy all demands that may be made at any time for such royalties or fees and they shall be liable for any damages or claims for patent infringements. The Contractor shall, at its own cost and expense, defend all suites or proceedings that may be instituted against the City for alleged infringement of any patents involved in the Work and, in case of an award of damages, the Contractor shall pay such award. Final payment to the Contractor by the City will not be made while any such suit or claim remains unsettled.

GC.17 INDEMNIFICATION AND INSURANCE: The Contractor shall indemnify and hold harmless the City and provide proof of Insurance as set forth in Attachments No.'s 1 and 2 to this Agreement.

GC.18 GOVERNING LAW: This Specification and any ensuing Agreement are made and shall be interpreted, construed, governed, and enforced in accordance with the laws of the State of Florida, without regard to such state's choice of law provisions, if any, which may dictate that the law of another jurisdiction shall apply. Venue shall be Polk County, Florida, or the United States District Court in and for the Middle District of Florida, Tampa Division.

Neither party shall assign any of its rights, obligations, or duties under the terms and conditions of this Specification or any ensuing Agreement without the express written consent of the other party.

GC.19 CONTRACTORS REPRESENTATION OF CITY: Under this Agreement, Contractor is employed by City to perform the Work of line clearance in a safe and responsible manner. It is the intent of this Agreement that Contractor perform its duties as a representative of the City, always taking care to conduct itself and its employees to be of the highest productivity and courtesy to the customers of Lakeland Electric.

GC.20 PUBLIC RECORDS:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

SPECIAL CONDITIONS

SC.1 **GENERAL**: These Special Conditions are non-technical in nature and shall supplement the General Conditions in the administration and regulation of field Work performed under these specifications.

SC.2 **PROJECT MANAGEMENT**: The coordination of all Work will be under the direction of the Line Clearance Supervisor. The Line Clearance Supervisor will not be responsible for the assignment of personnel, or for obtaining materials or supplies, or for any other services to the Contractor except the coordination of Work and as specifically set forth in this Specification. The Contractor shall designate a local representative who will be required to manage the contract and meet with Line Clearance Supervisor when requested by the City.

SC.2.1 **PRE-INSPECTOR**: The City may use a third party Pre-inspector to assist in work planning and customer communications. The work activity, accuracy, and recommendations of the Pre-inspector are not to be considered as all inclusive. The Contractor shall be responsible for all needed and required tasks associated with proper and complete performance of this contract work.

SC.3 **FIELD RECORDS**: The Contractor shall maintain in its office an adequate file of up-to-date copies of all specifications, forms, and other contract documents and supplementary data.

SC.4 **CONTRACTOR'S SUPERVISION AT THE SITE**: The Contractor shall furnish adequate management, supervisory, and technical personnel on site to ensure expeditious and competent handling of the Work.

A General Foreman with qualifications as identified in Section PS.3 of this Specification, and who is a permanent member of the Contractor's organization, shall be a resident on the site while Work is commencing. The General Foreman shall be fully authorized to act for the Contractor and to receive whatever orders or notices that may be given for the proper prosecution of the Work.

Contractor shall be responsible for complete supervision & control of its subcontractors as though they were its own forces. Notice to the Contractor shall be considered notice to any affected subcontractor.

SC.5 **METHODS OF FIELD OPERATION**: The Contractor shall inform the Line Clearance Supervisor in writing and in an agreed upon format, as to the Contractor's plans for scheduling each part of the field Work so that the City may respond with pertinent information relating to easements, right-of-ways, property owner agreements and other concerns.

Review by the Line Clearance Supervisor or City of any plan or method of Work proposed by the Contractor shall not relieve the Contractor of any responsibility therefore, and such review shall not be considered as an assumption of any risk or liability by the Line Clearance Supervisor or City or any officer, agent or employee thereof. The Contractor shall have no claim because of the failure or inefficiency of any plan or method so reviewed.

Any method of Work suggested but not specifically requested or directed by the Line Clearance Supervisor or City shall be used at the risk and responsibility of the Contractor, and the Line Clearance Supervisor or City shall have no responsibility therefore. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of its equipment and methods.

The Contractor shall comply with all applicable requirements of federal, state, and local codes and of all other authorities having jurisdiction over this Work, including the requirements of the Federal

Occupational Safety and Health Administration 29 CFR Part 1910.

The Contractor shall be solely and completely responsible for conditions related to its Work including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. Neither the City nor the Line Clearance Supervisor shall be responsible for reviewing the adequacy of the Contractor's safety measures in, on, or near the Work site and the Contractor shall be solely responsible for the adequacy of such measures.

SC.6 **PERFORMANCE**: The Contractor shall perform all Work promptly, diligently, and in a proper and professional manner in accordance with this Specifications and as coordinated by the Line Clearance Supervisor. The City will monitor, measure, and evaluate the performance of the Contractor and the Contractor's quality of work. Performance indicators may consist of, but are not limited to, proper pruning and directional pruning techniques, timely progress, quality of customer service and or/customer complaints, and safety record. Personnel that cannot demonstrate their ability to perform quality work in six weeks on the LE service territory shall be removed from their trimming classification.

SC.6.1 **MILEAGE GOALS & PENALTIES**: Mileage goals (quarterly, bi-annually and annually) shall be established and monitored. Penalties may be incurred for bi-annual mileage goals that are not achieved. Failure to trim at least 90% of the bi-annual mileage goal may result in penalties of \$1000 per mile for each mile under the 90% level. Based on the expected level of 400 circuit miles per year, the Contractor is expected to trim at least 180 miles bi-annually to avoid possible penalties. Penalties will not be imposed if the crews are released to assist other utilities.

SC.6.2 **PENALTY FOR EXCESSIVE REWORK INSPECTIONS**: A penalty of \$100 per occurrence shall be imposed for work that requires more than two inspections at each location.

SC.7 **COMMENCEMENT OF WORK**: Time is of the essence to any Contract. Unless otherwise noted in this Specification or advised by written order of the City, the required crews and equipment shall be fully staffed by October 1, 2017 unless additional days are agreed to by the City.

SC.8 **WORK SCHEDULE**: The normal workweek shall consist of 40 productive hours, during daylight, Monday through Saturday. The Contractor may schedule its own hours, but such working times must be approved by the Line Clearance Supervisor. The Contractor shall, at the request of the City, accommodate changes to the Work schedule. Changes may include, but are not limited to, weekends, and changes to the normal start and end time of shifts. The number of hours worked per day will be mutually agreed upon by the Line Clearance Supervisor and the Contractor. Maintenance and fueling equipment will be performed outside of the billable hours for the time and equipment crews. Make up for hours missed during the week due to weather may be allowed at the discretion of the Line Clearance supervisor.

SC.8.1 **OVERTIME**: Overtime shall be defined as any Work performed after the completion of 40 hours per week. The overtime premium, one and one-half times the agreed rate shall apply to labor billing only. Overtime Work shall not be performed unless authorized by the City.

SC.8.2 **HOLIDAYS**: The Contractor's list of holidays submitted with bid sheets shall be designated as non-work days. Emergency and restoration work performed on the listed holidays at the request of the City will be billed at time and one-half rate for the employees that are eligible to receive holiday pay. If the Contractor's employee is paid straight time for time worked during holidays, the City will be billed at straight time rates.

SC.8.3 INCLEMENT WEATHER: The City will have final decision regarding postponement of projects due to inclement weather. The City may pay, at City's sole discretion, up to two (2) hours of labor charges for non-productive time caused by inclement weather each day, for the time and equipment crew personnel that show up for Work. Time loss in excess of two (2) hours each day may be made up, upon mutual agreement between the City and Contractor.

SC.9 COOPERATION: The City reserves the right to delegate other line clearance projects. The Contractor agrees to respond to all assignments and provide additional time and equipment crews as directed by the City in a timely manner. Such assignments shall include but not be limited to electric system construction and maintenance projects, reliability projects, restoration, customer requests and debris disposal.

SC.10 INVOICING: Each invoice submitted for payment shall be prepared in accordance with the price breakdown accepted by the City. The equipment billing rates shall be as specified in the bid sheet, and shall include base fuel, lubricants, maintenance, etc. profit and overhead. A separate invoice may be required for different projects, pre-approved reimbursable materials and fuel cost adjustments.

The Contractor shall submit an invoice to the City each time a payment falls due. Time and equipment crews shall be billed weekly. Fixed price projects will be invoiced at the time of completion or as mutually agreed.

All invoices shall be emailed to Lakeland Electric Line Clearance Supervisor and one Business Operations Account Clerk

Time and Equipment invoices shall contain the following information:

- Purchase Order Number
- Project/Account Number
- Invoice Period/Week Ending
- Crew Number
- Crew Members by Classification
- Billing Rate and Hours Worked for each crew member
- Labor Subtotal
- Equipment Type and Number
- Equipment Billing Rate and Hours Charged
- Equipment Subtotal
- Invoice Total

Fixed Priced invoices shall contain the following information:

- Purchase Order Number
- Project/Account Number
- Invoice Period/Week Ending
- Distribution and Transmission Miles
- Work Unit Quantities and Unit Price
- Invoice Total

Payment of invoice does not imply satisfactory compliance with any Work completed by the Contractor.

SC.10.1 PAYMENTS: After receipt of the invoice the City will authorize payment of the Work done under this Contract. Within 45 days after receipt of the invoice, the City will pay the entire balance due after deducting all amounts to be retained under any provision of this Contract.

Claims for labor, materials and supplies are not assertable against the City of Lakeland, and are subject to proper prior notice to the Contractor and to the Surety, pursuant to Chapter 255 of the Florida Statutes.

SC.11 UNSATISFACTORY WORK AND MATERIALS: The Contractor, upon notice from the Line Clearance Supervisor, shall remedy Work in any way failing to conform to the requirements of the Specification. The Contractor shall at its sole expense make good all Work improperly carried out and re-execute its own Work in accordance with the Specification. If the Contractor does not act to remedy its rejected Work within ten (10) days after written notice, the City may arrange for any necessary rework at the expense of Contractor.

SC.12 CONSTRUCTION AREA LIMITS: The Line Clearance Supervisor will designate the boundary limits of access roads, parking areas, storage areas, easements, rights of way, and construction areas, and the Contractor shall not trespass in or on areas not so designated. The Contractor shall be responsible for keeping all of its personnel out of areas not designated for the Contractor's use.

SC.13 TEMPORARY TRAFFIC CONTROL, RIGHTS-OF-WAY AND EASEMENTS: Maintenance of Traffic shall be furnished by the Contractor. The Contractor shall be responsible for implementing temporary traffic control work zones shall in accordance with Florida Department of Transportation (FDOT) Traffic Control regulations. The Contractor shall be providing the required traffic control devices at no additional charge to the City. The Contractor shall also comply with FDOT Maintenance of Traffic Training for its personnel.

The City has or may obtain road use permits, permanent and construction right-of-way easements and/or location agreements required for construction Work.

The Contractor shall confine its operations to the immediate construction area and shall use due care in placing tools, equipment, materials, and supplies so as to cause the least possible damage to any property. At the conclusion of the Work, the site shall be restored to its original or better condition.

SC.13.1 WORK WITHIN PREVIOUSLY OBTAINED EASEMENTS: The Contractor shall comply with all the limitations and provisions of the City's easements and agreements. The Contractor may request to examine these easements and agreements before beginning the Work and shall comply with all provisions thereof. The Contractor shall enter proposed easements only after the City notifies them that easements and/or agreement for the specific section of Work have been obtained, or that the Contractor has received the approval of the property owner affected. Problems involving rights-of-way shall be immediately reported to the Line Clearance Supervisor.

The City's right-of-way agreements may include the right to reasonable entry to the right-of-way across the adjacent property of the owner of the right-of-way unless otherwise indicated in the City's right-of-way agreements. The Contractor shall, whenever practicable, use existing roads or lanes to gain access to the Work area and shall, as far as reasonably possible, stay upon property to which the City has acquired rights of entry or occupancy.

SC.14 PROPERTY OWNER PERMISSION. In those cases where the Contractor finds it necessary to enter upon, travel across, or otherwise use or trim trees located on privately owned land outside of the rights of

such land acquired by the City in its right-of-way agreements, the Contractor shall make all necessary arrangements or agreements with the landowners involved for such right of entry, trimming, and/or use of their property.

SC.15 WORK WITHIN HIGHWAY AND RAILROAD RIGHTS-OF-WAY. All Work performed, and all operations of the Contractor, its employees, or its subcontractors within the limits of railroad and highway right-of-ways shall be in conformity with the requirements of, and be under the control (through the City) of, the railroad or highway authority owning, or having jurisdiction over and control of, the right-of-way in each case.

SC.16 PROTECTION OF PUBLIC AND PRIVATE PROPERTY: The Contractor shall give reasonable notice to the owners of public or private property and utilities when such property and utilities are liable to injury or damage through the performance of the Work, and shall make all necessary arrangements relative to the removal and replacement or protection of such property or utilities, septic tanks, drain fields and other buried facilities.

All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, business signs, planters, sprinkler systems, and other surface structures affected by the Work, together with all sod and shrubs in yards and parking areas, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

All existing fences which interfere with the Work shall be maintained by the Contractor until the completion of the Work affected thereby, unless written permission is obtained from the owner of the fence to leave the fence dismantled for an agreed period of time. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

The Contractor shall furnish at its expense and maintain all necessary safety equipment, such as barriers, signs, warning lights and guards, to provide adequate protection of persons and property.

SC.17 PRESERVATION OF MONUMENTS AND STAKES: The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes. The Contractor will be charged with the expense of replacement of any such items destroyed, and shall be responsible for any mistake or loss of time that may be caused. Permanent monuments or bench marks which must be removed or disturbed shall be protected until they can be properly referenced for relocation. The Contractor shall furnish materials and assistance for the proper replacement of such monuments or bench marks.

SC.18 REPAIR OF DAMAGES/RESTORATION: The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, to or from the Work or any part or site thereof, whether by them or its subcontractors. The Contractor shall (at no cost to the City) make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction over, the damaged property concerning its repair or replacement, or payment of costs incurred in connection with the damage. The Contractor shall make its own arrangements with any jurisdictional authority requiring inspection of repaired facilities. All inspection fees applicable shall be paid by the Contractor. Repairs to operating systems shall be made expeditiously to minimize disruption of service.

Repairs for ruts and/or divots shall be repaired by filling the ruts and/or divots with a mixture of builder's sand and top soil.

Whenever the easement is occupied by crops which will be damaged by the Work, the Contractor shall notify the property owner and tenant sufficiently in advance so that the crops may be removed before Work is started. The Contractor shall be responsible for all damage to crops located outside the right-of-way limits and shall make satisfactory settlement for the damage directly with the property owner and tenant involved.

All such repair Work shall be acceptable to the Line Clearance Supervisor.

Notwithstanding the previous paragraphs or other paragraphs throughout this document regarding damage/restoration, there may occur from time to time instances of items that may be considered encroachments within easements, or items that would be considered non-conforming zoning issues, etc. When these events occur, the Contractor shall confer with the Line Clearance Supervisor as to the proper way to deal with such issues.

SC.18.1 NOTIFICATION OF ACCIDENTS/DAMAGES: The Contractor shall immediately (but not longer than two (2) hours after an incident) notify, and provide written documentation to, the Line Clearance Supervisor regarding any accidents or damage involving public and/or private property. The Contractor shall apprise the Line Clearance Supervisor of the progress and completion of such repairs. Payments to the Contractor may be withheld until restoration is completed to City's satisfaction. Property owners shall be contacted within 24 hours and repairs shall be completed within 48 hours.

SC. 19 NOTIFICATION OF THEFT/VANDALISM: The Contractor shall immediately (but not longer than two (2) hours after an incident) notify, and provide written documentation to the Line Clearance Supervisor regarding any incidents of theft and/or vandalism to equipment or vehicles when parked on City property.

SC.20 RADIO EQUIPMENT AND PROCEDURES: The City will furnish two-way radios for the purpose of maintaining communication with Electric System Operators and Line Clearance Staff. Radios will be operated in compliance with FCC standards and City policies. The radio equipment, including battery charging units, will be provided at no cost to the Contractor and shall be returned at the termination of the Contract. Maintenance of the radio equipment will be performed by the City.

SC.20.1 RADIO EQUIPMENT REIMBURSEMENT: The Contractor shall be responsible for damage, theft, or loss of the radio equipment. The Contractor shall reimburse the City to replace the radio equipment with the same model, if available, or the current model with the same options. To coincide with the City's \$100.00 citizen's reward program for the return of a lost radio, the Contractor shall provide the same reward to the individual that returns a lost radio assigned to the Contractor.

SC.21 SPECIFIC SAFETY REQUIREMENTS: The Contractor, its agents, and employees shall comply with the requirements of the Occupational Safety and Health Act and with the safety procedures and requirements of all other applicable Federal/State or local laws. All City, County, State and Federal laws, regulations, or ordinances shall be observed. In addition to the attached City standard safety requirements (Attachment 3), the Contractor shall be responsible for the following items of this safety section.

The Contractor shall be responsible to use approved safety methods and equipment in the

performance of all Work. Line clearance tree trimming operations shall comply with ANSI Z.133. The Contractor shall be responsible for training its employees in hazard analysis associated with working near energized equipment, aerial rescue, proper application of herbicide, and other subjects related to the Work.

The Contractor shall not attempt any line clearance task that creates a safety hazard, risk of power outage, or damage to electric equipment.

In the event the Contractor causes or observes any downed electric equipment, the Contractor shall be responsible to remain on site to protect the public from contact with the equipment.

The Contractor shall be responsible to annually test all insulated components of equipment. Testing methods shall meet or exceed all applicable industry standards.

Florida DOT work area protection rules and regulations shall be observed. The Contractor shall furnish and install all necessary and temporary Work area protection devices for the protection and safety of the public.

SC.21.1 ELECTRIC SYSTEM OPERATIONS: Existing substations, transmission lines, distribution lines, utility lines, fiber optic lines, telephone lines, telegraph lines, and other power and signal service lines will be encountered in the Work. These service systems will remain energized and functional during the Work, unless previously arranged.

The Contractor shall be completely responsible for the safety and protection of its personnel and the public on the site of the Work and shall employ all methods necessary to achieve such safety and also assure continuity of all service systems encountered. These methods shall include but not be limited to providing barriers, guard structures, warning signs, and prevention of unauthorized access.

The City will provide a switching procedures training course for the authorization of personnel to request and receive safety/work mode clearances from the Electric System Operator.

Lakeland Electric's Electric System Operator and Line Clearance Staff shall be advised of each crew's location daily. Relocating and working beyond the normal shift shall also be reported. Radios shall be monitored at all times and full communication will be maintained between the Contractor, Electric System Operators, and Line Clearance Staff.

The Contractor shall record and report any electric conductor and/or equipment defects observed to the Electric System Operator or Line Clearance Staff as soon as practical.

SC.21.2 INCIDENTS: The Contractor shall immediately notify the Electric System Operator and Line Clearance Supervisor of any and all accidents involving electric equipment. The Line Clearance Supervisor will be provided with a copy of the Contractor's accident report form and written documentation of the incident (Appendix 1). The Contractor shall cooperate with any accident investigation conducted by the City.

LINE CLEARANCE OPERATIONS & PROCEDURES

- LC.1** **ASSIGNMENT OF WORK**: The Contractor will assign crews to circuits as determined by the electric system reliability goals of the City. Line clearance operations will be arranged progressively by circuit. The Contractor shall begin Work at the substation or designated starting point and continue to the end of the circuit or designated ending point. The Contractor shall provide Minimum Clearance, as set forth in Sections L.C.6, L.C.7, & L.C.8 hereof, for all electric conductors, structures and equipment. Each circuit will be completed before the crews proceed to the next successive circuit. Any exceptions to this clause will be at the discretion of the Line Clearance Supervisor.
- LC.2** **PROGRESS REPORTS**: The Contractor will track crew assignments and completed work on a circuit map provided by the City. The map will be returned to the Line Clearance Supervisor when the circuit is completed. Daily reports and/or other records that the Contractor maintains for internal purposes may also be submitted to track progress.
- LC.3** **PROPERTY OWNER CONTACT**: The Contractor agrees to exert all reasonable effort to notify and contact property owners, or the authorized agent of, to perform line clearance operations. The Contractor will be responsible to contact or notify property owners at least three (3) days prior to working on each property. In the event of no personal contact, the Contractor will leave notification in the form of a door hanger provided by the City. The Contractor shall provide a local phone number on each door hanger and respond to customer inquiries daily.
- The Contractor shall provide a courtesy contact immediately prior to working at each property.
- LC.4** **PROPERTY OWNER COMPLAINTS/CONCERNS**: The Contractor shall address and promptly respond to any and all customer complaints and/or concerns from property owners or public agencies within 24 hours. The Contractor shall exert every effort to overcome refusals and objections from property owners to proceed with the Work. The Contractor shall immediately notify and provide written documentation to the Line Clearance Supervisor of such incidents. (Appendix 1) In the event permission is not granted prior to the completion of the entire circuit, the Contractor shall complete the Work as part of the fixed-rate price if the refusal is resolved within three (3) months after the completion of the entire circuit.
- LC.5** **NON-COMPLIANCE/CORRECTIONS**: The City will provide the Contractor with written notice regarding incidents of non-compliance with the specifications of this Contract (Appendix 2). The Contractor shall be required to make appropriate corrections within ten (10) days from receipt of notice. The Contractor shall provide corrective measures at no additional cost to the City. The non-compliance form will be returned to the Line Clearance Supervisor immediately after completion. Failure to identify a non-compliance issue will in no way reduce the liability of the Contractor.

LC.6 TREE TRIMMING:

Line clearance tree trimming shall be performed in accordance with guidelines established by the International Society of Arboriculture, the ANSI A-300, and current arboriculture practices. All tree trimming shall be performed in a professional manner to render a uniform appearance. Climbing hooks/gaffs shall not be used for routine Line Clearance operations.

LC.6.1 PREVIOUS CYCLE RE-GROWTH: The Contractor agrees to exert every effort to regain and/or improve the quality, appearance and distance of the line clearance obtained during the last trim cycle. All sprouts resulting from the previous trim cycle, that are capable of growing towards the electric facilities, shall be removed at the point of origin (limb/trunk). This requirement may result in clearances that exceed the minimum distances listed in tables L.C.6.3.1, & L.C.6.3.3. In some instances, additional clearances shall be required to correct stubbed and/or decayed limbs.

LC.6.2 DIRECTIONAL PRUNING: Trees shall be trimmed to provide for the remaining branches that are capable of growing towards the electric facilities to be directed and encouraged to grow away from the electrical equipment. This requirement may result in clearances that exceed the minimum distances listed in tables L.C.6.3.1, & L.C.6.3.2. In some instances, additional clearances shall be required to correct stubbed and/or decayed limbs.

LC.6.3 CLEARANCE: Trees shall be trimmed to provide a safe and reliable clearance from power lines and all other electric system equipment at the end of a three (3) year period from the date of trimming. The following factors shall be considered to determine the actual safe and reliable clearance necessary:

- Tree Species, Condition, Rate of Growth, Limb Integrity
- Location, Proximity to Power Lines, Soil/Site Conditions
- Line Construction and Potential Sagging of Conductors
- Weather Effects and Wind Sway
- Removal of limbs that are a potential hazard to the power lines including dead wood, decayed limbs and limbs with weak configuration See L.C.6.3.3
- Removal of overhanging limbs that could interfere with the power lines during the next three (3) years See L.C.6.3.6

L.C.6.3.1 TRANSMISSION/ PRIMARY/OPEN SECONDARY VOLTAGE: RECOMMENDED MINIMUM CLEARANCES IMMEDIATELY AFTER TRIMMING:

TYPE OF CIRCUIT	VOLTAGE	LINE TO TREE DISTANCE (IN FEET)		
		UNDE R	SIDE	ABOVE
TRANSMISSION	230 kV	30	20	NO OVERHANG
SUB TRANSMISSION	69 kV	15	15	NO OVERHANG
DISTRIBUTION	13 kV	10	10	15
SECONDARY/OPEN WIRE	≤480	10	10	10

Note: These clearances are listed to establish a minimum clearance immediately after trimming. In many instances, the clearance accomplished shall exceed this table. It is absolutely necessary for the Contractor to identify and remove all of the re-growth from the previous trim cycle. In some instances, additional clearances shall be required to correct stubbed and/or decayed limbs.

L.C.6.3.2 WRAPPED SECONDARY/FIBER OPTIC/2-WIRE CABLES AND ALL OTHER ELECTRIC SYSTEM EQUIPMENT: RECOMMENDED MINIMUM CLEARANCES IMMEDIATELY AFTER TRIMMING:

Fast Growing Species	
Minimum clearance from equipment	3-4 Feet
Slow Growing Species*	
Minimum clearance from equipment	2-3 Feet

Note: These clearances are listed to establish a minimum clearance immediately after trimming. In many instances, the clearance accomplished shall exceed this table. In some instances, additional clearances shall be required to correct stubbed and/or decayed limbs. Secondary cables, service cables, fiber optic cables, poles, down guys, spans guys and all other electric system equipment shall be trimmed with directional pruning techniques and in a professional manner.

L.C.6.3.3 *SLOW GROWING SPECIES WITH MINIMUM TRIM REQUIREMENTS: Examples, but not limited to, Cedar, Dogwood, Holly, Magnolia, Norfolk Island Pine, Podocarpus, Sand Live Oak

L.C.6.3.4 *WEEPING TYPE SPECIES WITH MINIMUM TRIM REQUIREMENTS: Examples, but not limited to, Bottlebrush, Drake Elm, Willow

L.C.6.3.5 DEAD TREES & SAFETY TRIMS: Dead trees and declining trees with substantial amounts of dead wood that are located within ten feet (10') of distribution and/or secondary lines and within fifteen feet (15') of sub-transmission lines shall be topped to a safe height to provide a minimum clearance of fifteen feet (15') from the distribution, neutral wire and/or secondary lines and twenty feet (20') of clearance from the sub-transmission lines. If the final cut of the safety trim is larger than ten inches (10") in diameter, the work will be invoiced as time and equipment. All time and equipment work must be approved by the Line Clearance Staff and the property owner shall be notified of the specific work.

L.C.6.3.6 OVER-HANGING LIMBS: Substantial, structurally sound over-hanging live oak limbs with less than minimum clearances that will not interfere with the power lines during the next three (3) years may remain. However, the Contractor shall respond to any requests to remove over-hanging limbs if it is determined by the Line Clearance Staff that the overhanging limbs are a potential hazard. If it is necessary to remove limbs larger than ten inches (10") in diameter, the work will be invoiced as time and equipment. All time and equipment work must be approved by the Line Clearance Staff and the property owner shall be notified of the specific work.

L.C.6.3.7 LIMB REMOVAL FOR WRAPPED SECONDARY CABLES AND ALL OTHER

ELECTRICAL EQUIPMENT: If it is necessary to remove a limb larger than six inches (6") in diameter, the Contractor shall seek consent from the Line Clearance staff to ensure that there is no other option to provide adequate clearance. The property owner shall also be notified of the specific work.

L.C. 6.3.8 TRIMMING FOR ILLUMINATION: Trimming for the illumination pattern of street lights and private area lights that are not attached to primary distribution poles will be assigned to the time and equipment crews.

L.C.6.3.9 DOCUMENTATION: If the Contractor is unable to accomplish the necessary clearances, the incident shall be documented and submitted to the Line Clearance Supervisor. (Appendix 1)

L.C.7 TREE REMOVAL

Tree removal units shall be invoiced in accordance with the approved rates. The tree removal unit includes the removal of the tree trunk, logs and other portions of the tree that cannot be chipped. All tree removal unit work must be approved by the Line Clearance Staff or Third Party Pre-inspector.

L.C.7.1 TREE REMOVAL INITIATIVE: The Contractor agrees to exert all reasonable effort to contact and obtain permission from property owners, or the authorized agents of, to remove trees, palms and saplings less than 12" dbh located within ten feet (10') of distribution power lines /open secondaries and fifteen feet (15') of sub-transmission power lines. Tree Removal Units must be pre-approved by the Line Clearance Staff or third party Pre- Inspector.

L.C.7.2 TREE REMOVAL PERMISSION: Trees located on private property will not be removed except when permission has been obtained from the property owner. Trees located on public right-of-way will not be removed except when permission has been obtained from the jurisdictional authority. Any signature forms used by the Contractor must be approved by the Line Clearance Supervisor.

L.C.7.3 LARGE TREE REMOVAL: Trees and palms larger than 16 inches (16") dbh will be assigned to the time and equipment crew. All time and equipment work must be approved by the Line Clearance Staff and the property owner shall be notified of the specific work.

L.C.7.4 REMOVAL LIMITATIONS: The Contractor will not be required to remove trees described in the following categories:

- Hedge Species.
- Shrub Species.
- Low Growing Naturalized Species such as Willow, Wax, Myrtle, Brazilian pepper.

However, the Contractor shall remove such species of trees at the agreed upon diameter class rates if it is determined by the Line Clearance Staff or Third Party Pre-inspector that the tree(s) are a hazard or block access to electric system equipment.

L.C.7.5 STUMPS: Stumps shall be cut to within two inches (2") of the natural ground-line. Hardwood stumps and the exposed roots will be treated with an appropriate herbicide immediately after cutting.

L.C.8 VINE ERADICATION: Vines attached to utility poles and support structures will be clipped at a safe vertical height and at eighteen (18") above the ground. The lower portion shall be treated with

an appropriate herbicide.

LC.9 HERBICIDE APPLICATION: The Contractor shall utilize an appropriate herbicide to control stump sprouts and vines as described. Herbicide applications will be audited for accuracy. Corrective control methods shall be applied at no additional cost to the City. The Contractor will be reimbursed at cost for supplying herbicide and other related materials.

LC.9.1 COMPLIANCE AND LICENSING: The Contractor shall handle, mix, store, and apply herbicide in strict accordance with the product label and all Federal/State/municipal laws, rules, and regulations. The Contractor shall maintain documentation of applications. The Contractor will submit documentation of applications to the Line Clearance Supervisor.

The Contractor's personnel shall be properly licensed by State regulatory agencies to handle and apply herbicide. Each crew should have at least one employee properly licensed to apply herbicide, or shall obtain proper licensing within 120 days. During the interim, the crew will Work under the general foreman's license; the general foreman shall be immediately available, if and when needed, and solely responsible for the applications performed by the crew.

LC.9.2 NON-TARGET DAMAGE AND RESPONSIBILITIES: The Contractor shall be solely responsible for any and all non-target damages occurring as a result of improper handling and/or application. The Contractor will not be obligated to apply herbicide where damage to crops or ornamental plants/trees may result from chemical drift or run-off.

L.C.10 CLEAN-UP: Immediately upon the completion of Work at each location, the Contractor shall remove all severed limbs and branches from trees and all debris/materials associated with the Work. Each area shall be raked, swept, and cleaned before the job is considered complete. The Contractor shall be responsible for restoring Work areas to their original condition using proper techniques and materials.

Logs generated from tree removals shall be picked up within 48 hours.

Brush or wood will not be left on public right-of-ways or private property unless prearranged with the property owner or proper authority. In the event debris is left over night, it will be properly marked with appropriate Work area protection devices.

Brush or wood generated by emergency restoration or storm work shall be stacked in effort to keep the easement or work zone clear of debris.

Brush or wood generated by safety clearance trims shall be placed on the property requesting such service.

Clean-up of jurisdictional wetland areas shall be done in accordance with any regulations governing such activities.

L.C.11 DISPOSAL OF DEBRIS: The Contractor shall dispose of debris in a manner consistent with Federal/State laws and local ordinances.

Large limbs that cannot be chipped shall be cut into appropriate lengths and neatly stacked with accordance to the intended plan of disposal. Utilization of landfills or wood recycle disposal sites will be arranged at no cost to the Contractor for logs and large limbs that cannot be chipped.

Individual requests by property owners for specific handling of brush or wood shall be granted by the Contractor when reasonable and economically feasible.

Disposal of specific species debris shall be done in accordance with any regulations governing such activities.

The Contractor shall be responsible for the disposal of wood chips. Wood chips delivered to property owners requesting such service or wood chip requests may be issued by the City with signature from the property owner.

The Contractor will not sell or offer for sale any material generated by the work performed.

CALL OUT/EMERGENCY RESTORATION SERVICES

ER.1 GENERAL: The Contractor shall be available to respond to any and all requests for utility system restoration services. In the event a restoration effort exceeds the work load of the T&M Crews, the Contractor shall provide additional staff from the fixed-price personnel, at the same T&M rates.

ER.2 ON-CALL CREW: The Contractor shall provide a 24-hour on-call crew and supervisor who shall be available for restoration and emergency services. The on-call personnel shall be compensated one (1) hour at their one and one-half (1-1/2) time rate of wage for each day of standby. The City shall be invoiced at the T&E billing rate for the on-call supervisor and the on-call crew personnel. The on-call crew's contact information will be entered in the City's automated outbound telephone system. These arrangements and/or rotations shall be set up on a weekly basis, starting on a Wednesday at 0700 through the next Wednesday at 0700, or as mutually agreed between Contractor and the City.

ER.2.1 ON-CALL CREWS: The on-call Crews shall consist of the supervisor with a pickup truck, three (3) OSHA certified line clearance personnel, and one (1) aerial bucket truck equipped with sufficient climbing gear and emergency lighting. The on-call crews shall be proficient at climbing and capable of performing any line clearance task.

The City may also request additional pre-arranged on-call Crews during holidays, holiday weekends, summer storm season and tropical weather disturbances. The Contractor shall maintain a list of personnel, categorized by classification, with contact information.

ER.2.2 CALL-OUT EVENT: In the event of a restoration call out, the Crew shall be at the job site within one (1) hour from the time of notification. A penalty of \$100.00 per half-hour of delay, per employee, will be assessed if the initial one hour response time is exceeded. In the event that additional Crews are needed, the one hour response requirement will not apply. The on-call personnel must live within a reasonable travel distance. If an employee fails to respond to a single call-out, the City shall not be billed for his/her standby compensation during the same standby cycle.

ER.3 ADDITIONAL RESOURCES/EMERGENCY EVENTS: The City expects the Contractor to provide as many Crews as it has available and/or to import additional Crews and equipment as requested during a City declared emergency. The City will pay travel time for personnel and equipment from the time of departure from the point of origin to the time of arrival at the local staging area as designated by the City. Similarly, the City will pay travel time for personnel and equipment from the time of departure to the time of arrival at the point of origin. Travel time and work time shall be billed to the City based on the billing rates for such Crews and equipment at the place of origin. The City shall pay overtime at 1.5 hours and shall not be billed for over shift rates for equipment. The Contractor shall be reimbursed for meals, lodging, fuel, tolls and other expenses related to the travel.

ER.4 WORKFORCE RELEASE: The Contractor's crews that are normally assigned to the City shall not be released to assist other utilities without the consent of the City.

PERSONNEL AND PERSONNEL SPECIFICATIONS

PS.1 PERSONNEL QUALIFICATIONS & CLASSIFICATIONS: The Contractor shall employ only competent and skilled employees. Personnel shall conduct themselves in a professional, industrious, and courteous manner and be capable of reading and working from blueprints and street maps. If at any time an employee exhibits inadequate experience, physical inability or poor communication skills to safely perform the Work, the City reserves the right to cease such assigned Work until the problem is rectified. Personnel shall be as presentable in appearance as job conditions permit. Visible body piercings are prohibited with the exception of normal jewelry worn in the ear which does not constitute a safety hazard. The Contractor shall require all field personnel to wear a form of identification, which clearly displays the company’s name and/or logo. The City will provide Contractor identification badges to supervisors and foremen; badges shall be worn at all times. The Contractor shall, at the request of the City, immediately remove any employee considered unsuitable for carrying the Work required in the Contract. The Contractor shall immediately remove from the Work any person considered by the City to be dishonest, incompetent, disposed to be disorderly, or for any other reason unsatisfactory or undesirable to the City and such person shall not again be employed on the Work without the consent of the City.

PS.1.1 PERSONNEL QUALIFICATIONS: The Contractor shall adhere to the appropriate level of experience to determine personnel classifications as submitted with the bid.

PS.1.2 PERSONNEL ADVANCEMENT: The Contractor’s general foreman will submit a written request for the promotion of qualifying time and equipment personnel to the Line Clearance Supervisor. Reclassifications must be approved by the Line Clearance Staff.

PS.1.3 TEMPORARY POSITION UPGRADES: Temporary upgrades which exceed one (1) week or more may be granted when pre-arranged with the Line Clearance Supervisor.

PS.3 PERSONNEL CLASSIFICATIONS, EXPERIENCE & CERTIFICATION:

CLASSIFICATION	YEARS OF EXPERIENCE	CERTIFICATIONS/LICENSES
General Foreman	5 years Line Clearance, 5 years Supervisory	ISA Certified Arborist or ISA Certified Tree Worker; State of Florida Commercial Right-of-Way Applicator License; MOT Certification
Crew Foreman	As described by the contractor	Line Clearance Certified
Climber	As described by the contractor	Line Clearance Certified
Trimmer	As described by the contractor	Line Clearance Certified
Herbicide Applicator	3 years Applicator <u>or</u> 1 year Applicator and 2 years Line Clearance	Florida Commercial Right-of-Way Applicator License

***Line Clearance Certified**

Tree trimmer/grounds person according to OSHA 1910.269 Standards

EQUIPMENT AND EQUIPMENT SPECIFICATIONS

ES.1 EQUIPMENT: All equipment shall be in proper working condition, adequately maintained, and of appropriate size, design, type, and certified (if applicable) to perform the Work of this scope. Equipment shall be marked to identify the company name and/or logo. The Contractor shall, at the request of the City, immediately remove any equipment considered to be substandard or inappropriate.

The billing rate for equipment shall include, but not be limited to, support equipment, hand and power tools, fuel, lubricants, maintenance, testing, and inspection of the equipment.

The Contractor's equipment shall be fueled and properly maintained at the start of shift. The City will not be billed for fueling, over shift charges, inoperable equipment or the transfer of equipment for repair or maintenance.

ES.2 REQUIRED/STANDARD VEHICLE EQUIPMENT: Standard equipment for each vehicle shall include, but not be limited to, an amber strobe warning light, Work area protection devices/signs, first aid supplies, and fire extinguisher.

ES.2.1 STANDARD EQUIPMENT FOR TIME AND EQUIPMENT AERIAL BUCKET TRUCKS:

Standard equipment for aerial bucket trucks will include but not be limited to; two complete sets of climbing gear, a minimum of one chain saw with 14"-16" bar, one chain saw with 18"-24"bar, pruning tools, two quart (2 qt) pump up sprayer, rake, broom, scoop shovel, and sufficient quantity of support tools and safety equipment to perform the Work. A section ladder shall be equipped for each priority project crew.

ES.2.2 STANDARD EQUIPMENT FOR TIME AND EQUIPMENT MANUAL TRUCKS: Standard equipment for manual trucks will include (depending upon the personnel assigned to the vehicle) but not be limited to, a complete set of climbing gear for each climbing classification, two chain saws with 14"-16" bar, one chain saw with 18"-24" bar, pruning tools, lowering ropes, section ladders, brush cart/hand truck, two quart (2 qt) pump up sprayer, rake, broom, scoop shovel, and a sufficient quantity of support tools and safety equipment to perform the Work.

A minimum of one large chain saw with a 44"-48" bar will be available at all times.

ES.3 VEHICLE & EQUIPMENT INSPECTION: The City may perform crew equipment inspections. In accordance with the required equipment and standard tool list, the City may shut down crews with inadequate or inappropriate equipment. Adequate spare equipment and tools will be readily available to minimize delays to the performance of the required Work.

ES.4 VEHICLE & EQUIPMENT LIST:

Herbicide Application Vehicle:

4x4 Pickup truck with on/off road tires, hand/back pack sprayers and standard tools per the minimum required and as indicated in the Contractor's bid sheet bid.

Transmission Aerial Bucket:

70' at platform height with a minimum 10 cubic yard dump body, hydraulic pole saw and/or pruner and standard tools per the minimum required and as indicated in the Contractor's bid sheet.

Disc Chippers:

Trailer mounted, minimum 60 horsepower diesel engine.

ES.4.1 ADDITIONAL VEHICLE & EQUIPMENT LIST (as needed and available within 3 (three) days notice)

Rear lot Aerial Lift:

42' with hydraulic pole saw and/or pruner and standard tools per the minimum required and as indicated in the Contractor's bid sheet bid and trailer for mobilization.

Aerial Bucket:

55' at platform height with a minimum 10 cubic yard dump body, hydraulic pole saw and/or pruner and standard tools per the minimum required and as indicated in the Contractor's bid sheet bid.

Split Dump Truck:

Crew cab with a minimum 10 cubic yard dump body and standard tool list per the minimum required and as indicated in the Contractor's bid sheet.

Loader:

Minimum 15' loader with one-ton lifting capabilities at 15 feet, mounted on a truck with a minimum 15 cubic yard hydraulic dump unit.

4x4 Aerial Bucket:

70' at platform height, hydraulic pole saw and/or pruner and standard tools per the minimum required and as indicated in the Contractor's bid sheet.

Tractor:

4X4 with minimum 75 horsepower engine

Bush Hog (or equiv):

15 feet minimum coverage

Spray Truck:

4X4 Minimum 1 ton truck with a minimum 250 gallon tank, 200' of hose with appropriate nozzles, applicators tools, and measuring devices and an EPA spill kit.

Whole Tree Disc Chipper:

Minimum 18" chipper opening, minimum 200 horsepower engine with appropriate towing vehicle

CC.1 CREW CONFIGURATIONS FOR PRIORITY PROJECT CREWS AND HERBICIDE CREW:

1 Priority Project Crews

70' Aerial Bucket with Chipper
1 Foreman and & 2 Climbers

1 Herbicide Applicator Crew

Pick up Truck
1 Foreman
1 Trimmer/Apprentice

Priority project crew assignments will include capital projects, 230 kv trimming, customer requests, emergency restoration requests during normal shift, and climbing situations. Priority project crew must be capable of performing any and all line clearance tasks.

Herbicide Applicator Crew assignments will include inspecting assigned transmission and distribution circuits to identify and treat potential application locations.

Changes to the crew configurations will be at the discretion of the Line Clearance Staff.

APPENDIX 1



LAKELAND ELECTRIC
T&D OPERATIONS
COMPLAINT / CONCERN FORM

REPORT REPAIR DAMAGE CLAIM COMPLAINT REFUSAL

DATE: _____ TIME: _____ CIRCUIT: _____ STORM: Y / N

CUSTOMER NAME: _____

ADDRESS: _____

PHONE: _____ WORK PHONE: _____

DESCRIPTION: _____

CREW: _____ FOREMAN: _____

REPAIRED BY: _____	DATE: _____
COMMENTS:	

INVESTIGATOR: _____	DATE: _____
COMMENTS:	

CUSTOMER CONTACT: _____	
DAMAGE CLAIM: _____	COST: _____
ACCOUNT NUMBER: _____	INVOICE NUMBER: _____



LAKELAND ELECTRIC
TRANSMISSION & DISTRIBUTION
LINE CLEARANCE OPERATIONS

NON-COMPLIANCE FORM

TO: _____

FROM: _____

DATE: _____

This document shall serve to notify _____ is not in compliance
(Company name)
with Section _____ of the Lakeland Electric Transmission and Distribution Line Clearance
Specifications. In accordance with Section SC.11, corrective measures must be completed by
_____. Your cooperation is appreciated.
(Date)

The incident is located and described as follows:

Location: _____

Description: _____

Lakeland Electric Representative Date

Received By Date

Completed By: _____
Crew: _____ Foreman: _____ Date: _____

Inspected By: _____ Date: _____
Invoice Number: _____ Week Ending: _____

AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2017, by and between the City of Lakeland, Florida, a municipality organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the "City", located at 228 South Massachusetts Avenue, Lakeland, Florida 33801-5086, and _____ a _____ corporation, located at _____ hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, City has previously determined that it has a need for _____ services; and

WHEREAS, City solicited competitive bids/issued a Request for Proposal (RFP) for such services pursuant to (City of Lakeland Invitation to Bid No. _____ or RFP No. _____) (hereinafter ITB or RFP); and

WHEREAS, City awarded the (Bid/Proposal) to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the (ITB/RFP), which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the City with _____, as requested and more specifically outlined in the (ITB/RFP), this Agreement, the Scope of Services attached hereto and incorporated herein by reference as **Exhibit "A"**, and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the (Invitation to Bid/RFP).

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect for an initial term of _____ (months/years) from _____ (the "Effective Date") and any extension thereof. This Agreement may be renewed subject to execution of a written agreement between the City and Contractor for up to ___ additional ___ period(s) beyond the initial contract period. This option shall be exercised only if all terms and conditions remain the same and approval is granted by the City or its authorized representative.

4. Amendment of the Contract. This Agreement may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the City. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably withheld by City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the City awarding a (bid/proposal) to a contractor which has disclosed its intent to assign or subcontract in its response to the (ITB/RFP), without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. City reserves the right to cancel this Agreement, without cause, by providing thirty (30) days prior written notice to the Contractor of its intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of contract and shall be cause for immediate termination of the Agreement at the discretion of the City.

In addition to all other legal remedies available to City, City reserves the right to cancel and obtain from another source any items which have not been provided within the period of time stated in the (bid/proposal), or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by City.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the City shall terminate this Agreement on the last day of the then current fiscal period without penalty or expense to the City.

7. Prohibition of Contingent Fees. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other

consideration contingent upon or resulting from the award of making of this Agreement. In the event of breach of this provision, the City shall have the right to terminate this Agreement without further liability and, in its sole discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid as a result of said breach.

8. Compensation. City shall pay Contractor upon Contractor's completion of, and City's acceptance of, the services required herein, as specified in the (ITB/RFP) and as set forth in the City's Cost Proposal Letter, attached hereto and incorporated herein by reference as **Appendix 1**. Prices shall remain firm for the duration of the contract. All payments shall be made in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. City shall pay Contractor the actual costs of all reimbursable expenses incurred in connection with City approved Services pursuant to this Agreement, provided that reimbursement for travel and subsistence expenses shall be paid in accordance with the City of Lakeland's Consultant Reimbursement Policy, attached hereto and incorporated herein by reference as **Appendix 2**.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the Contractor or its subcontractors in rendering services pursuant to this Agreement shall be the sole property of the City which may have access to the reproducible copies at no additional cost other than printing. In no event shall Contractor be liable or responsible to anyone for the City's use of any such information or material in another project or following termination of this Agreement.

10. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete services pursuant to this Agreement.

11. Access to Records/Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. Contractor shall maintain accounting records in accordance with generally accepted accounting principles and practices to substantiate all invoice amounts to the City. City reserves the right to audit such records upon notice to the Contractor.

12. Public Records. Contractor shall comply with Florida Statute Chapter 119, the Florida Public Records Act as it relates to records kept and maintained by Contractor in performance of services pursuant to this Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: KEVIN COOK - DIRECTOR OF COMMUNICATIONS AT: PHONE: 863-834-6264, E-MAIL: KEVIN.COOK@LAKELANDGOV.NET, ADDRESS: ATTN: COMMUNICATIONS DEPARTMENT, 228 S. MASSACHUSETTS AVE., LAKELAND, FLORIDA 33801.

In accordance with Florida Statute §119.0701, the Contractor shall keep and maintain public records required by the City in performance of services pursuant to the contract. Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided pursuant to Florida Statute Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City. Contractor shall, upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform services pursuant to the contract. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

13. Minimum Insurance Requirements. The Contractor must maintain insurance, at its own expense, in at least the amounts set forth in **Exhibit "B"** attached hereto and incorporated herein by reference throughout the term of this Agreement. The Contractor must provide a Certificate of Insurance in accordance with said Insurance Requirements evidencing such coverage prior to issuance of a purchase

order or commencement of any work under this Agreement.

14. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by Contractor in accordance with the indemnification provision set forth in **Exhibit "C"**, attached hereto and incorporated herein by reference.

15. Jurisdiction/Venue/Governing Law. The Parties consent to jurisdiction and venue of the Courts of Polk County, Florida or the United States District Court in and for the Middle District of Florida, Tampa Division in connection with any action or proceeding arising out of or relating to this Agreement, document or instrument delivered pursuant to, in connection with, or simultaneously with this Agreement, or breach of this Agreement or any such document or instrument. The laws of the State of Florida shall govern this Agreement.

16. Independent Contractor Status. The Contractor is and shall remain an independent contractor and is neither an agent, employee, partner, nor joint venturer of the City.

17. Compliance with Laws. Contractor shall comply with all applicable local, state and federal ordinances, codes, laws, statutes, regulations and standards in force during the term of this Agreement.

18. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement to be impossible of performance.

19. Documents Comprising Contract. The Contract shall include this Agreement for _____ services and appendices, as well as the following documents which are incorporated herein by reference.

- a. City of Lakeland (Invitation to Bid/Request for Proposal) and all of its addenda and attachments, including **Exhibit "A"**, Scope of Services; and
- b. Contractor's Certificate of Insurance as required in **Exhibit "B"**;
- c. Contractor's Indemnification and Hold Harmless as required in **Exhibit "C"**; and
- d. Contractor's Bond(s), as required in Section ___ of the (ITB/RFP); and

e. Contractor's (Bid/Proposal)

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

20. NOTICES. All Notices pursuant to this Agreement shall be deemed sufficiently given when in writing when (i) personally served on a party to be notified, (ii) delivery by overnight express courier, or (iii) three (3) business days following deposit in the United States mail, postage prepaid certified delivery, directed to the party to be notified at the following address:

Contractor: _____

As to City: _____

IN WITNESS WHEREOF, the parties herein have executed this Agreement for _____ services pursuant to (City Bid No./RFP No.) as of the day and year first written above.

CITY OF LAKELAND, FLORIDA

R. Howard Wiggs, Mayor

CONTRACTOR

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
Kelly S. Koos, City Clerk

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Timothy J. McCausland, City Attorney

DRAFT

BID SHEET:

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

THIS BID SHALL BE VALID FOR NINETY (90) DAYS FROM DATE OF OPENING

Company Name Burford's Tree, LLC
 Company Address 4229 Choctaw St.
 City Anniston State AL Zip 36206
 Telephone (352) 443-9564 Fax () _____
 E-Mail Address Wayne-pool@burfordstree.com

The following Bid is in strict accordance with the City of Lakeland Invitation to Bid No. 7229, dated July 20, 2017, and all attachments as referenced therein:

This Bid shall be F.O.B. Delivered with Full Freight Allowed and a Total Firm Price for all of the work outlined in Sections 1.0, 2.0 and all other Sections per Specification No. EDO-17-01.

Total Firm Bid Price Per Distribution Pole Line Mile (Anticipated to trim 350-400 pole line miles per year):

FY 18 Vehicle Accessible/Aerial Lift/Back Yard Lift \$ 5,387 Per Mile
 Written Out five thousand three hundred eighty seven Dollars

FY 19 Vehicle Accessible/Aerial Lift/Back Yard Lift \$ 5,495 Per Mile
 Written Out five thousand four hundred ninety five Dollars

FY 20 Vehicle Accessible/Aerial Lift/Back Yard Lift \$ 5,605 Per Mile
 Written Out five thousand six hundred five Dollars

FY 18 Non-Vehicle Accessible/Manual Climbing \$ 20,629 Per Mile Written Out
twenty thousand six hundred twenty nine Dollars

FY 19 Non-Vehicle Accessible/Manual Climbing \$ 21,041 Per Mile Written Out
twenty one thousand forty one Dollars

FY 20 Non-Vehicle Accessible/Manual Climbing \$ 21,461 Per Mile
 Written Out twenty one thousand four hundred sixty one Dollars

Bid Sheet continued on the next page:

FY 18 Vehicle Accessible/ 69kv Transmission Overbuilt \$ 7,500 Per Mile
Written Out seven thousand five hundred Dollars

FY 19 Vehicle Accessible/ 69kv Transmission Overbuilt \$ 7,650 Per Mile
Written Out seven thousand six hundred fifty Dollars

FY 20 Vehicle Accessible/ 69kv Transmission Overbuilt \$ 7,800 Per Mile
Written Out seven thousand eight hundred Dollars

Total Firm Bid Price for Tree Removal:

Vehicle Access Tree Removal 4" to 8" Diameter: \$ 75
Written Out Seventy five Dollars

Non-Vehicle Access Tree Removal 4" to 8" Diameter: \$ 149
Written Out one hundred forty nine Dollars

Vehicle Access Tree Removal 9" to 12" Diameter: \$ 289
Written Out two hundred eighty nine Dollars

Non-Vehicle Access Tree Removal 9" to 12" Diameter: \$ 435
Written Out four hundred thirty five Dollars

Vehicle Access Tree Removal 13" to 16" Diameter: \$ 400
Written Out four hundred Dollars

Non-Vehicle Access Tree Removal 13" to 16" Diameter: \$ 700
Written Out seven hundred Dollars

Total Firm Bid Price for Service Cable Trim by Firm Price Crew: \$ 150
Written Out one hundred fifty Dollars

Bid Sheet continued on the next page:

Please State the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 18:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ <u>24</u>	+	<u>180%</u>	=	\$ <u>43.20</u>
Crew Foreman	\$ <u>19</u>	+	<u>180%</u>	=	\$ <u>34.20</u>
Climber	\$ <u>18</u>	+	<u>180%</u>	=	\$ <u>32.40</u>
Trimmer	\$ <u>17</u>	+	<u>180%</u>	=	\$ <u>30.60</u>
Apprentice/Groundman	\$ <u>16</u>	+	<u>180%</u>	=	\$ <u>28.80</u>

Please State the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 18:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ <u>36</u>	+	<u>150%</u>	=	\$ <u>34</u>
Crew Foreman	\$ <u>28.50</u>	+	<u>150%</u>	=	\$ <u>42.75</u>
Climber	\$ <u>27</u>	+	<u>150%</u>	=	\$ <u>40.50</u>
Trimmer	\$ <u>25.50</u>	+	<u>150%</u>	=	\$ <u>38.25</u>
Apprentice/Groundman	\$ <u>24</u>	+	<u>150%</u>	=	\$ <u>36</u>

Please State the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 19:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ <u>24.72</u>	+	<u>180%</u>	=	\$ <u>45.83</u>
Crew Foreman	\$ <u>19.57</u>	+	<u>180%</u>	=	\$ <u>36.27</u>
Climber	\$ <u>18.54</u>	+	<u>180%</u>	=	\$ <u>34.36</u>
Trimmer	\$ <u>17.51</u>	+	<u>180%</u>	=	\$ <u>32.47</u>
Apprentice/Groundman	\$ <u>16.48</u>	+	<u>180%</u>	=	\$ <u>30.55</u>

Please State the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 19:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ <u>37.08</u>	+	<u>150%</u>	=	\$ <u>55.62</u>
Crew Foreman	\$ <u>29.36</u>	+	<u>150%</u>	=	\$ <u>44.04</u>
Climber	\$ <u>27.81</u>	+	<u>150%</u>	=	\$ <u>41.72</u>
Trimmer	\$ <u>26.26</u>	+	<u>150%</u>	=	\$ <u>39.39</u>
Apprentice/Groundman	\$ <u>24.72</u>	+	<u>150%</u>	=	\$ <u>37.08</u>

Please State the Hourly Billing Rates for the *Straight Time* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 20:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ <u>25.46</u>	+	<u>180%</u>	=	\$ <u>45.83</u>
Crew Foreman	\$ <u>20.16</u>	+	<u>180%</u>	=	\$ <u>36.29</u>
Climber	\$ <u>19.10</u>	+	<u>180%</u>	=	\$ <u>34.38</u>
Trimmer	\$ <u>18.04</u>	+	<u>180%</u>	=	\$ <u>32.47</u>
Apprentice/Groundman	\$ <u>16.97</u>	+	<u>180%</u>	=	\$ <u>30.55</u>

Please State the Hourly Billing Rate for the *Overtime* Hourly Wage plus any Additional Charges for Each Classification of Labor for FY 20:

<u>Classification</u>	<u>Hourly Wage</u>		<u>Additional Charges(%)</u>		<u>Billing Rate (\$/Hr.)</u>
General Foreman	\$ <u>38.19</u>	+	<u>150%</u>	=	\$ <u>57.29</u>
Crew Foreman	\$ <u>30.24</u>	+	<u>150%</u>	=	\$ <u>45.36</u>
Climber	\$ <u>28.65</u>	+	<u>150%</u>	=	\$ <u>42.98</u>
Trimmer	\$ <u>27.06</u>	+	<u>150%</u>	=	\$ <u>40.59</u>
Apprentice/Groundman	\$ <u>25.46</u>	+	<u>150%</u>	=	\$ <u>38.19</u>

Bid Sheet continued on the next page:

BID SHEET CONTINUED:
ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

Please State the Hourly Billing Rates for the Following Equipment:

<u>Item Number</u>	<u>Equipment</u>	<u>Billing Rate (\$/Hr.)</u>
1	4x4 Pickup Truck w/tools for Herbicide Crew	\$ <u>17</u>
2	Aerial Bucket 70-75', w/tools for Priority Project	\$ <u>30</u>
3	Disc Chipper	\$ <u>6</u>
4	Rear Lot Aerial Lift w/tools	\$ <u>25</u>
5	Aerial Bucket 50'-60' w/tools	\$ <u>21</u>
6	Split Dump Truck w/tools	\$ <u>15</u>
7	Loader	\$ <u>32</u>
8	4 X 4 Aerial Bucket 70' w/ tools	\$ <u>35</u>
9	Tractor w/ mobilizing vehicle	\$ <u>45</u>
10	Bush Hog (or equiv.)	\$ <u>3.00</u>
11	Spray Truck, 4 X 4, minimum 1-ton w/tools	\$ <u>17</u>
12	Whole Tree Disc Chipper, minimum 18" and 200 h.p.	\$ <u>N/A</u>
13	General Foreman Vehicle	\$ <u>18</u>
14	Commercial-grade Trimmer	\$ <u>58</u>
15	Prentice Loader	\$ <u>32</u>

Bid Sheet continued on next page:

BID SHEET CONTINUED:

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

D. Please List a Minimum of Three (3) Projects that Your Company Has Successfully Completed Within the Past Three (3) Years which are of Equal Size, Scope, Magnitude and Complexity as the Project to be Done for the City of Lakeland. This List shall be Specifically Prepared for this Bid Submittal and Should Include the Name of the Entity and the Name and Telephone Number of a Responsible Individual Qualified to Respond to Questions Concerning Your Company's Abilities, Costs, Schedules, etc. Note: Prior successful accomplishment of such equal work will be a consideration in determining whether the Bidder is qualified to perform the work specified herein.

	<u>Company Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1.	Duke Energy	KAREN Hayden	727 893 9311
2.	Withlacoochee Electric	Joe Sluder	352 567 5133 ext 5250
3.	Georgia Power	Jason Mitchell	678 378 2110

C. Please List All Anticipated Subcontractors:

<u>Name Of Company</u>	<u>Address and Telephone</u>	<u>Type of Craft</u>
N/A - no subs		

BID SHEET CONTINUED:

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 20, 2017

BID NO. 7229

J. Schedule:

Work can be started in 30 calendar day(s) after notification of award.

Terms of Payment Offered Prefer Net 30

Note: Payment shall be made within forty-five (45) days of receipt of invoice in accordance with Florida Statute §218.74, the Local Government Prompt Payment Act.

“I hereby certify that I understand and am aware that the City of Lakeland at its sole discretion reserves the right to waive technicalities or irregularities, to reject any or all bids, and/or to accept that bid which is in the best interest of the City. The award of this bid, if made, may be based on considerations other than total cost and may be awarded based on various considerations, including without limitation; Bidder’s experience and/or qualifications, past experience, administration cost, standardization, technical evaluation and oral and/or written presentations as required. The City reserves the right to accept all or part, or to decline the whole, and to award this bid to one (1) or more Bidders. There is no obligation to buy. The bid, if awarded, will be in the judgement of the City the most responsive to the City’s needs. The City of Lakeland encourages the use of minority and women-owned businesses as subcontractors or in joint venture arrangements. Unless superseded by Federal or State laws or requirements, the City is authorized by Resolution No. 3634 to give preference to local persons, firms or corporations, in an amount of two percent (2%) not to exceed \$10,000 of the bid price. Any bidder sent three (3) or more invitations to bid and fails to respond may be removed from the City bid list.”

Burford's Tree, LLC

Company Name

Todd Burford

Authorized Signature

Todd Burford

Name of Contact for Questions
(Please Print or Type)

8/30/17

Date Signed

256 310-8400

Telephone No. of Contact



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

ADDENDUM NO. 1

INVITATION TO BID

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

JULY 25, 2017

BID NO. 7229

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. **Insurance Requirements (Attached).**
2. **Bid Due Date Extended To: 3:00 p.m. – Thursday – August 31, 2017.**

Note: All addenda shall be acknowledged in the Bid submittal, therefore please sign the bottom of this page ** and return with the Bid submittal.

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

TTW/tw

Cc: Beverly Cline – Dwayne Goostree
File

****ADDENDUM #1 is hereby "ACKNOWLEDGED"**

<i>Todd Burford</i>	<i>President</i>	<i>Burford's Tree, LLC</i>	<i>8/31/17</i>
Signature	Title	Company Name	Date



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

ADDENDUM NO. 2

INVITATION TO BID

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

AUGUST 18, 2017

BID NO. 7229

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

- 1. The Mandatory Requirement for the Pre-Bid Meeting has been waived.**
- 2. Bid Due Date Remains: 3:00 p.m. – Thursday – August 31, 2017.**

Note: All addenda shall be acknowledged in the Bid submittal, therefore please sign the bottom of this page ** and return with the Bid submittal.

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

TTW/tw

Cc: Beverly Cline – Dwayne Goostree
File

****ADDENDUM #2 is hereby "ACKNOWLEDGED"**

Tad Burford , President , Burford's Tree, LLC , 8/31/17
Signature Title Company Name Date



RISK MANAGEMENT & PURCHASING
1140 EAST PARKER STREET
LAKELAND, FL 33801

ADDENDUM NO. 3

INVITATION TO BID

ANNUAL CONTRACT FOR LINE CLEARANCE SERVICES
For
LAKELAND ELECTRIC ENERGY DELIVERY OPERATIONS

AUGUST 28, 2017

BID NO. 7229

The purpose of this addendum is to advise all interested parties of the following revisions and/or clarifications and to transmit the information as noted below:

1. **Bid Due Date Has Been Extended To: 3:00 p.m. – Thursday – September 7, 2017.**

Note: All addenda shall be acknowledged in the Bid submittal, therefore please sign the bottom of this page ** and return with the Bid submittal.

All other items remain unchanged.

Tara T. Walls

Tara T. Walls, CPPB
Senior Purchasing Agent

TTW/tw

Cc: Beverly Cline – Dwayne Goostree
File

****ADDENDUM #3 is hereby "ACKNOWLEDGED"**

Todd Burford , President , Burford's Tree, LLC 8/31/17
Signature Title Company Name Date



Burford's Tree

4229 Choctaw Street
Anniston, AL 36206

City of Lakeland
Purchasing & Stores Division
Tara T. Walls
Senior Purchasing Agent
1140 E. Parker Street
Lakeland, FL 33801

Burford's Tree, LLC Bid Package – Bid No. 7229

Ms. Walls,

Please accept the enclosed documents as part of our bid for the City of Lakeland, Bid No. 7229.

Sincerely,

Jennifer Williams
Burford's Tree, LLC
CFL – Region 344
256-820-0481 x107

Originals

Hold Harmless/Indemnification - Contractor

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Contractor shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Contractor, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Contractor, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Contractor, or any of his Subcontractors. To the extent this Indemnification conflicts with any provision of Florida Law or Statute, this indemnification shall be deemed to be amended in such a manner as to be consistent with such Law or Statute.

Applicability: It is the express intent of the Contractor that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

Agreement is applicable to all contracts, purchase orders and other work performed for the City of Lakeland for the time period of not more than five (5) years.

January 1, 2018 to December 31, 2020
(Date) (Date)

(OR)

_____ Agreement is limited to Bid #, Purchase Order #, Requisition # _____,
or Contract dated _____.

Subrogation: The Contractor and his Subcontractors agree by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor or Subcontractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor or Subcontractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor or Subcontractor enter into such an agreement on a pre-loss basis.

Release of Liability: Acceptance by the Contractor of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

Savings Clause: The parties agree that to the extent the written terms of this Indemnification conflict with any provisions of Florida laws or statutes, in particular Sections 725.06 and 725.08 of the Florida Statutes, the written terms of this indemnification shall be deemed by any court of competent jurisdiction to be modified in such a manner as to be in full and complete compliance with all such laws or statutes and to contain such limiting conditions, or limitations of liability, or to not contain any unenforceable, or prohibited term or terms, such that this Indemnification shall be enforceable in accordance with and to the greatest extent permitted by Florida Law.

Burford's Tree, LLC
Name of Organization

BY: Todd Burford
Signature of Owner or Officer

E-mail: todd-burford@burfords-tree.com

STATE OF: Alabama
COUNTY OF: Calhoun

(256) 820-0481
Organization Phone Number

The foregoing instrument was acknowledged before me this 31st day of August, 2017
by Todd Burford, of Burford's Tree LLC.
Printed Name of Owner / Officer Corporate or Company Name

He/She is personally known to me or has produced 6519543 as
State Drivers License Number

identification, and did / did not take an oath.

Jacquelyn Brown
Signature of Person Taking Acknowledgment

Jacquelyn Brown
Printed Name of Person Taking Acknowledgment

expires 3-13-21

Notary Seal

CITY OF LAKELAND

BY: _____
Karen Lukhaub, Director of Risk Management

DATE _____



Burford's Tree

**4229 Choctaw Street
Anniston, AL 36206**

August 30, 2017

City of Lakeland
Purchasing & Stores Division
Tara T. Walls
Senior Purchasing Agent
1140 E. Parker Street
Lakeland, FL 33801
(863) 834-6780

Burford's Tree – Terms & Conditions revision request due to insurance restrictions

Ms. Walls,

Burford's Tree would like to ask Lakeland to amend the following contract language if we are the successful supplier based on our risk management department's assessment:

34. Insurance, Basic Coverage's ¶3- Add 2nd sentence "The additional insured's shall fully cooperate with the Other Party and its insurers on any claim."
 1. Insurance, Basic Coverage's ¶5 - Delete 1st & 2nd sentences. We cannot change our deductibles for a single contract.
 2. Insurance, Evidence ¶4 - Delete. We will not disclose claims made against our policies.
 3. Hold Harmless ¶1 - Delete "agents, guests, invitees" on line 3. We will not indemnify 3rd parties.
 4. Hold Harmless ¶1 - Delete "indirect, or consequential" from line 4. We will cover actual costs only.
 5. Hold Harmless ¶1 - We cover all but your sole negligence. Please make comparative negligence.
Change "arising out of or resulting from any" to "to the extent such is caused by the" on line 6.
1. Hold Harmless, Subrogation - Add "to the extent of the Contractor's obligations under the Contract" to end of 1st sentence.

Sincerely,

Wayne Poole
Burford's Tree, LLC
Manager – Region 344
352-443-9564



LOUIS CIPOLLO
Account Executive
telephone 215.255.1895
fax 215.255.1888
email: lou.cipollo@aon.com

July 25, 2017

Re: Experience Modification Rating

To Whom It May Concern:

The below ratings are for Burford's Tree, LLC:

2017 - 0.49	08/01/2017 - 07/31/2018
2016 - 0.49	08/01/2016 - 07/31/2017
2015 - 0.47	08/01/2015 - 07/31/2016
2014 - 0.46	08/01/2014 - 07/31/2015
2013 - 0.48	08/01/2013 - 07/31/2014
2012 - 0.54	08/01/2012 - 07/31/2013

Should you have any questions please contact us.

Regards,

Louis W Cipollo



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

8/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office One Liberty Place, Suite 1000 Philadelphia, PA 19103	Aon Risk Services Central, Inc. 4 Overlook Point Lincolnshire, IL 60069	CONTACT NAME: _____	FAX (A/C, No): _____
		PHONE (A/C, No, Ext): 215-255-2000	E-MAIL ADDRESS: _____
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Greenwich Insurance Company	NAIC # 22322
		INSURER B: XL Insurance America, Inc.	24554
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
 Burford's Tree, Inc.
 Burford's Tree Surgeons, Inc.
 4229 Choctaw Trail
 Anniston, AL 36206-8550

COVERAGES

CERTIFICATE NUMBER: 2145019925

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			RGD3001360	8/1/2017	8/1/2018	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			RAD9437840	8/1/2017	8/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ _____ RETENTION \$ _____						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	RWD3001355 (AOS) RWR3001356 (AL)	8/1/2017	8/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Lakeland is listed as additional insured as required by written agreement but only according to policy terms, conditions and exclusions for liability arising from operations performed by or on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

City of Lakeland
 1140 East Parker Street
 Lakeland, FL 33801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.

Substance Abuse Policy

Substance Abuse Policy

CONSENT TO TESTING

[Click here to view and/or print the Substance Abuse Policy](#)

[Haga clic en este lazo para ver Política de Abuso de Sustancia en español.](#)

I hereby acknowledge receipt of the Company's policy regarding illegal drugs and consent to submit to drug and alcohol testing as outlined in the Company's policy.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above-referenced policy. Also, it is my consent to give urine and/or saliva samples to be used for drug and/or alcohol analysis under the conditions outlined in this policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine specimens tested for drugs at a U.S. Department of Health & Human Service/Substance Abuse & Mental Health Services Administration (DHHS/SAMHSA) certified laboratory.

I consent to the release of the laboratory test results in accordance with the company policy to the selected Medical Review Officer (MRO) and as otherwise permitted in the Policy. I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the company as a verified positive.

Switching, tampering with or adulterating any specimen or sample collected under the company's policy for the purpose of testing for drugs or alcohol, or attempting to do so, or assisting another in an attempt to do so, is prohibited. Any such effort shall result in disciplinary action up to and including termination.

I further agree that, as a condition of employment, I will notify the Company in writing if I am arrested and/or convicted of a violation of a criminal drug statute occurring on the Office/Project/Jobsite, no later than five (5) days after such arrest or conviction. I further understand that any violation of the Company's drug-free policy, or an arrest or conviction for a violation of a criminal drug statute occurring on the Office/Project/Jobsite that I have been assigned, will result in discipline, up to and including termination.

[Haga clic en este lazo para ver en español.](#)

NAME: test burford

SSN: XXX-XX-5069

I acknowledge receipt of the Company Substance Abuse Policy. I agree to familiarize myself with its contents. The policy may be printed on demand at this time, is available for print from the Employee Self Service Portal (ESS portal <https://portal.utiliservcorp.com>), or you may request a PDF copy of the Substance Abuse Policy from your Region office, Region Supervisor or Corporate.

By initialing the box below, I certify that I have received the Company Substance Abuse Policy, and I agree to the procedures outlined within the policy.

Your Initials: TB _____

Date: 1/18/2013

PURPOSE:

The primary purpose of the PSM Standard is to prevent or minimize the unwanted release of hazardous chemicals, especially into locations that would expose personnel to serious hazards.

POLICY:

It is the company's intent to comply with all applicable regulations and to provide a workforce that is trained to safely perform their jobs with a full knowledge of the hazards and safe work practices associated with refining/chemical plant or other PSM regulated industry work. In accordance with the law, employees will receive initial and refresher training in the following:

- An overview of the refinery/chemical plant/facility process and operating procedures for the process that employees will be working with or near, including the hazards of the chemicals used in the process. This will include a complete review of the company HazCom Program and all MSDSs that are provided for each unit where the employees will be working;
- Specific safety and health hazards;
- Procedures and safe work practices applicable to the employee's job tasks, including personal protective equipment, permits (confined space, hot work and general safe permits, job hazard analysis and auditing;
- Incident investigations are required for all incidents. When an incident occurs, an investigation will be immediately implemented, but not longer than 24 hours after the incident. Causal analysis and corrective actions will be documented and tracked for closure. Those records will be kept for a minimum of 5 years.
- The site-specific Emergency Action Plan.

Employees shall comply with established procedures and safe work practices, be on the alert for changing conditions and quickly report any accidental release or potential release of hazardous chemicals to a supervisor.

The company will promptly investigate every incident that results in, or could have resulted in, a dangerous release of a hazardous chemical.

All employees will attend the OWNER's (refinery/chemical plant/facility) process overview and any site-specific training during the refinery/chemical plant/facility orientation, including the process overview and Emergency Action Plan. Attached is a summary of applicable information taken from the PSM standard.

Process Safety Management of Acutely Hazardous Materials

These regulations contain requirements for **preventing or minimizing the consequences of catastrophic releases** of toxic, reactive, flammable or explosive chemicals. These regulations are intended to eliminate to a substantial degree, the risks to which employees are exposed in petroleum refineries and chemical plants.

1. The employer (refinery/chemical plant/facility) shall develop and implement **written procedures** that provide clear instructions for safely conducting activities involved in each process.

A. Steps for Each Operating Phase:

1. Start-up
2. Normal operation
3. Temporary operations
4. Emergency operations, including emergency shutdowns
5. Normal shutdown
6. Start-up following a turnaround, or after an emergency shutdown

B. Operating Limits:

1. Consequences of deviation
2. Steps required to correct and/or avoid deviation
3. Safety systems and their functions

C. Safety and Health Considerations:

1. Properties and hazards of the chemicals used in the process
2. Precautions necessary to prevent exposure, including PPE
3. Control measures to be taken if physical contact or airborne exposure occurs
4. Safety procedures for opening process equipment (such as pipeline breaking)
5. Verification of raw materials and control of hazardous chemical inventory levels
6. Any special or unique hazards

Note: If Hot Work is to be performed, as with any hot work, a "Hot Work" permit shall be obtained from the client before any work commences (refer to the company hot work/welding policy if applicable).

2. A copy of the operating procedures shall be readily accessible to employees who work in or near the process area or to any other person who works in or near the process area.
3. The operating procedures shall be reviewed as often as necessary to assure that they reflect safe operating practices, including changes that result from changes in process chemicals, technology and equipment and changes to facilities.

Burford's Tree LLC
Process Safety Management Awareness Program

4. The employer shall develop and implement **safe work practices** to provide for the control of hazards during operations such as opening process equipment or piping and control over entrance into a facility by maintenance, contractor, laboratory or other support personnel. These safe work practices shall apply to employees and contractor employees.

Training:

1. **Initial training.** Each employee presently involved in operating or maintaining a process, and each employee before working in a newly assigned process, shall be trained in an overview of the process and in the operating procedures. The training shall include emphasis on the specific safety and health hazards, procedures and safe practices applicable to the employee's job tasks.
2. **Refresher and supplemental training.** At least every three years, and more often if necessary, refresher and supplemental training shall be provided to each maintenance or operating employee and other workers necessary to ensure safe operation of the facility. The employer in consultation with employees involved in operation or maintenance of a process shall determine the appropriate frequency of refresher training.
3. **Training certification.** The employer shall ensure that each employee involved in the operation or maintenance of a process has received and successfully completed training. The employer, after the initial or refresher training shall prepare a certification record which contains the identity of the employee, the date of training, and the signatures of the persons administering the training.
4. **Testing procedures** shall be established by each employer to ensure competency in job skill levels and safe and healthy work practices.

Contractors:

1. The employer shall inform contractors performing work on, or near, a process of the known potential fire, explosion or toxic release hazards related to the contractor's work and the process, and require that contractors have trained their employees to a level adequate to safely perform their jobs. The employer shall also inform contractors of any applicable safety rules of the facility, and assure that the contractors have so informed their employees.
2. The employer shall explain to contractors the provisions of the emergency action plan.
3. Contractors shall assure that each of their employees have received training to safely perform their job and that the contract employees shall comply with all applicable work practices and safety rules of the facility.

Trade Secrets:

Burford's Tree LLC
Process Safety Management Awareness Program

Company employees will respect and maintain the confidentiality of all "Trade Secret" information received and/or gathered from our clients (Owner Facilities). Any and all proprietary information obtained including but not limited to the following is governed by this policy:

- Development of the process hazard analysis
- Development of operating procedures
- Involvement in incident investigations
- Involvement in emergency response or emergency planning
- Involvement in compliance auditing

Management of Change (MOC)

The OWNER (refinery/chemical plant/facility) that is covered by the standard will typically handle all MOC situations, but we need to be aware of the program and be mindful that if we get involved with any changes, the necessary steps will need to take place. The company will establish and implement written procedures to manage changes (except for "replacements in kind") to process chemicals, technology, equipment, and procedures; and, changes to facilities that affect a covered process.

Prior to the change, address the following considerations:

- The technical basis for the proposed change;
- Impact of change on safety and health;
- Modifications to operating procedures;
- Necessary time period for the change; and,
- Authorization requirements for the proposed change.

The Company will train affected employees and contract employees in the change prior to start-up of the process or affected part of the process.

Substance Abuse Policy

Effective Date: 10/1/2010

Overview

The Company ("Employer") is committed to maintaining a safe, productive work environment at all Company facilities and work sites, and to safeguarding Company property. We recognize that our employees are our most valuable resource and in an effort to maintain their health, safety and welfare, the following statement of policy is established. The use of drugs can undermine employee performance and morale. For these reasons the Company has implemented the following Substance Abuse Policy.

Additionally, the Company is required to enforce compliance with Department of Transportation (DOT) and Federal Motor Carrier Safety Administration (FMCSA) Regulations regarding both drugs and alcohol, the Drug-Free Workplace Act of 1988 as amended, various other applicable Federal and State laws, and the Company's customers' drug and alcohol free workplace requirements. If at any time these regulations, laws, or requirements change, such changes shall become a part of this Policy without amendment and shall become effective as required, except to the extent that such change or amendment is a mandatory subject of bargaining under any applicable Bargaining Agreement.

This Policy applies to all employees of the Company on the job as well as to situations where an employee's off-the-job conduct impairs work performance, employee safety, safety of the public, Company or customer equipment, or harms the reputation of the Company or its customers. The Company has no intention of intruding into the private lives of its employees. The Company does, however, recognize that involvement with illegal drugs and/or alcohol off the job eventually takes its toll on job performance and job safety. The concern and purpose of this Policy is to identify those people with chemical dependencies, and to assure that employees report to work in condition to perform their duties safely and efficiently in the interest of their fellow workers, their families, customers, and the general public, as well as themselves.

The Company will not tolerate or condone substance abuse. It is the policy of the Company that employees who engage in the sale, use, possession, or transfer of illegal drugs or controlled substances, or who offer to buy or sell such substances, or who possess, use, or are under the influence of alcohol during working hours, or who abuse prescribed or over-the-counter drugs, will be subject to disciplinary action up to and including termination. Employees undergoing prescribed medical treatment with a controlled substance shall report this treatment to the Company for determination of fitness for duty.

Any illegal substances will be turned over to the appropriate law enforcement agency and may result in criminal prosecution.

Off-the-job illegal drug use, which could adversely affect an employee's job performance and safety, the safety of a fellow employee, the public, or Company or customer equipment is subject to disciplinary action up to and including termination of employment.

Employees who are arrested for off-the-job drug activity will be considered in violation of this Policy. In determining the appropriate disciplinary action, consideration will be given to the nature of the charges, the employee's work record, and whatever other factors may be relevant to the impact of the employee's arrest upon the conduct of Company business.

The Company expects and requires all employees to report to work at all times free of drugs and alcohol and free from effects thereof; to participate in and support Company sponsored drug and alcohol education programs; to seek and accept assistance for drug abuse and alcohol related problems before

job performance is affected; and to support Company efforts to eliminate drug and alcohol abuse among employees where it is found to exist.

Drug Testing Program

In accordance with and subject to the requirements of this Policy, those contained in DOT Regulations, those stipulated by customers and State or Federal law, the Company has established a testing program for illegal drugs and controlled substances for all employees. Testing shall include pre-employment, reasonable cause, post-accident, random selection, return-to-work, and follow-up. Positive results on, or failure to consent to, a drug test will result in suspension or discharge. Alcohol testing under DOT or State Regulations will be administered only to holders of commercial driver's licenses subject to State or Federal law, Customer requirements, or employees required to have Non-DOT alcohol tests in accordance with SAP follow up treatment requirements. All employees, however, are subject to Company Policy prohibiting the possession, use or consumption of alcohol as set forth in Company Policy Manuals.

Any employee who has a drug or alcohol problem is encouraged to get professional help before the Company identifies the problem.

If a customer requires the Company to have a stricter substance abuse policy than provided here, then those portions of the customer's policy will govern including requirements for alcohol testing. If the customer's requirements are less strict, this Policy shall govern.

The Policy covers all applicants, employees, and management working for the Company, its subsidiaries and affiliates, unless covered by a separate policy. Various Regions of the Company may adopt variations of this Policy, so long as such variations are not less restrictive and satisfy DOT and FMCSA Regulations.

To the extent that a particular State restricts the rights of an employer to implement an employee drug testing program, employees of the Company's operations within that State shall be subject to a modified version of this Policy that complies with State law.

Self Identification

Although this drug testing Policy covers situations in which the Employer may test employees, one purpose of this Policy is to identify and refer to rehabilitative services those people with chemical dependencies. To that end, the Company encourages persons who feel they may have a problem with drug or alcohol dependency not to wait until they are identified through a test. Once a person is selected or subject for a drug test under the terms of this Policy, said person is not eligible for the self-identification provisions of this Policy. Employees who voluntarily seek help through an Employer approved rehabilitative program will not be penalized by the Employer for the first incident of self identification. The services provided will be paid for by the employee's medical coverage, if provided, to the extent applicable. The Employer agrees that should an employee be required to be out of work because of voluntary participation in a rehabilitative program, the Employer will allow that person time off for that purpose and will provide employment to the employee upon satisfactory proof of successful completion of that program. Any time missed by a self-identifying employee due to participation in a rehabilitation program will not be used against the employee for disciplinary reason, provided that upon release from the program and return to work, the employee shall be subject to the provisions of Section 4(3)(g) of this Policy, as well as all other provisions hereof. An employee shall not be permitted to take advantage of the self identification option more than once. This Policy does not supersede the Company's prohibition against the possession, use or consumption of alcohol as set forth in Company Policy Manuals.

Service Agent

The Corporate Office address of the Laboratory currently responsible for analyzing all specimens is as follows:

Clinical Reference Laboratory

8433 Quivira
Lenexa, KS 66215
888-716-0006

In the event that this company does not have a laboratory patient service center to service certain areas of the Region, eScreen, Inc., who provides the Company's Medical Review Officer services, will provide an alternate collection facility. The Company reserves the right to change any laboratory, Medical Review Officer, collection facility or other service provider at any time.

A Medical Review Officer (MRO) will review all drug results before they are reported to the Designated Employer Representatives. The MRO will receive all test results from Clinical Reference Laboratory. The MRO will interpret the results and notify the employee of any positive results. The MRO will then provide the employee the opportunity to discuss the results, verify the results and review any medical history, including any appropriate medical records provided by the person tested. This review and interpretation are to determine if there is an alternate medical explanation for the confirmed positive test result. The MRO will then verify that the laboratory report and assessment are correct, and notify the Designated Employer Representative of the pass/fail results.

Based on a review of laboratory inspection reports, quality assurance and quality control data, and other drug test results, the MRO may conclude that a particular specimen is invalid for testing. Upon reaching such a conclusion, the MRO will cancel the test and determine whether there is a medical explanation for the specimen's invalidity. If no explanation is found, the MRO will order that the individual be tested again using direct observation collection procedures.

If an employee's test is verified as positive, the MRO will accept the employee's request for a retest at the original laboratory or at a second certified laboratory for a period of sixty (60) days following the employee's receipt of the verified test results from the MRO. An employee who is tested pursuant to DOT or FMCSA Regulations and whose test is verified as positive, adulterated or substituted is entitled to have the split specimen tested if the request for such testing is received by the MRO within seventy-two (72) hours of the employee's receipt of the verified test results. Employees will be responsible for the cost of the split specimen testing if the original result is reconfirmed.

The MRO will approve all retest results to be sent to Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratories at the employee's expense (employee will be reimbursed if the retest is negative) and notify the laboratory in writing to maintain verified positive urine in secured frozen storage for more than 365 days, if required for a court case or for some other reason. The MRO shall also conduct additional examinations, interviews and/or counseling, as necessary, to ascertain whether a situation constitutes covered personnel's failure to be fit for duty. The MRO shall participate in and provide all information necessary to the individual(s) reviewing and resolving appeals by employees. Because it is possible that some analytes may deteriorate during storage the results of a retest are to be reported as confirmation of the original test results if the detected level of the drug are: a) below the DOT established limit; and/or b) equal to or greater than the sensitivity of the test.

The current company responsible for providing the Medical Review Officer services is:

eScreen, Inc.
7500 W. 110th St. Ste. 500
Overland Park, KS 66210
Phone: 800-881-0722
(Physical)

eScreen, Inc.
PO Box 25902
Overland Park, KS 66225
(Mailing)

MRO - Dr. Stephen Kracht
PO Box 25903
Overland Park, KS 66225
Phone: 888-382-2281

SECTION 1: ON-THE-JOB USE, POSSESSION, SALE OR DISTRIBUTION

The use, possession, sale or distribution of controlled substances on Company premises or on any Company work site is prohibited.

Any employee found in violation of the above stated Policy is subject to discharge.

The term "work site" includes:

- Company vehicles, and private vehicles on Company premises.
- Parking lots and recreation areas where Company vehicles are used, maintained or parked.
- For employees traveling on Company business, any room or lodging accommodation.

Depending on the circumstances, other action, including notification of appropriate law enforcement agencies, may be taken with respect to an employee violating this Policy.

SECTION 2: APPLICANT DRUG TESTING

The presence of illicit or prohibited drugs measured by urinalysis testing or saliva testing at the time of application is cause for rejection.

Applicants, upon request, will be given a list of drugs for which they are tested.

All applicants for employment shall undergo a pre-employment drug screening (by point-of-collection field test or laboratory test, at the option of the Company) after having been advised of the necessity for screening as a prerequisite for employment. In the event an applicant commences work prior to testing, a subsequent positive drug test shall result in immediate termination of the applicant's conditional, probationary employment. Such testing shall be done within twenty-one (21) days of commencing work. Until such test is completed, the employee shall remain in the status of an "applicant" for purposes of the administration of this Policy.

All applicants shall sign a copy of the attached Consent Form prior to testing. Refusal to sign said Consent Form shall be treated as an incomplete employment application and the individual shall be ineligible for employment. Testing shall be done for the substances set forth in Section 4(A)3(b).

In the event an applicant (including an employee tested during the probationary period) tests positive, he or she may request a GC/MS confirmatory test be done at his or her own expense. In the event the positive result is confirmed by the MRO, or in the event a confirmation of the positive result is not requested by the applicant, the applicant shall be ineligible for employment and must provide a certificate demonstrating completion of a rehabilitation program acceptable to the Company prior to being eligible to reapply. In the event the applicant is reemployed, he or she shall be placed on probation for a minimum of twelve (12) months. During this probationary period, the individual shall be subject to follow-up drug tests, which may be administered without prior notice. A second positive test will permanently disqualify the individual from employment with the Company.

Any applicant that had a prior positive with the Company, a Subsidiary or Affiliate regardless of time frame or prior employment history, including a rehire following the positive drug test, will be required to provide SAP completion documents unless prevented by collective bargaining agreement. In the event the applicant is reemployed, he or she shall be placed on probation for a minimum of twelve (12) months. During this probationary period, the individual shall be subject to follow-up drug tests, which may be administered without prior notice.

SECTION 3: EMPLOYEE IMPAIRMENT AND DRUG USE

Employees are prohibited from being at work while under the influence of or impaired by alcohol, drugs or controlled substances. For the purposes of this Policy, the term "under the influence" is defined as having alcohol or drugs in one's system as detected by an alcohol or drug test. Any employee violating this prohibition will be subject to disciplinary action including discharge.

An employee who is taking a controlled substance or other medication, whether physician prescribed or purchased over the counter, which is labeled as possibly affecting judgment, coordination, or other skills essential to the safe and productive performance of work, must notify his/her supervisor prior to starting work. Management, in consultation with appropriate medical personnel, will then determine the employee's fitness for duty and decide whether the employee can continue to work or if work restrictions should be imposed.

The procedures to follow if a co-worker is observed using, possessing, or is under the influence of drugs on the job, or observed as being under the influence, possessing or consuming alcohol while on the job are:

1. Report the incident as soon as possible to the Foreperson, or General Foreperson/Supervisor, or Region Manager, Department Head or Director of Personnel at the Home Office (1-800-248-8733).
2. When reporting the incident, have available the co-worker's name and observed behavior, the date, the time, and other relevant information. An investigation into the incident will immediately proceed.
3. Failure to communicate the incident in a timely manner, or "turning your head," or protecting a violator may be cause for disciplinary action up to and including termination to the extent provided in the Company's disciplinary programs or contained in any bargaining agreement. Maliciously, jokingly or knowingly falsifying a report will be cause for disciplinary action up to and including termination.
4. Your report will be taken confidentially. You may be asked to furnish a statement of your account of the incident for verification.

SECTION 4: IMPLEMENTATION CRITERIA FOR EMPLOYEES

A. Conditions for Testing and Methodology

1. Testing of currently employed individuals will occur in the following circumstances (in addition to all DOT mandated circumstances):
 - a. An employee will be tested if he or she reports to work and there is reasonable cause to

believe the employee is under the influence or impaired by controlled substances. "Reasonable cause" is a belief based on objective and articulable facts sufficient to lead a prudent supervisor to suspect that the person is using drugs. All such incidents shall be reduced to writing prior to the actual testing of the person in question (refer to procedures as defined in Section 5).

- b. Employees involved in OSHA recordable on-the-job accidents will be tested (unless it can be readily determined by the investigating authority that the accident was not contributed to by the fault of the employee). The employee will be tested within the first eight (8) hours for alcohol if it is a DOT accident but not later than thirty-two (32) hours for drugs after a confirmed accident, or a drug test will be completed within thirty-two (32) hours after the employee reports an accident. For purposes of this section, "involved" shall mean the injured party or any other employee present at the scene who, in the opinion of the investigating authority, could have prevented or had the responsibility for preventing the accident.
 - c. The Company may require a drug test of any employee involved in, or associated with, an accident, or serious near-miss, which results in the damage, theft, or injury to Company equipment, vehicles, materials, private property, customer property, other Company personnel, or non-Company individuals. Final determination to test an employee shall be made by a management official as part of a post-accident investigation. The employee will be tested within the first 8 hours for alcohol if it is a DOT accident and not later than 32 hours for a drug test after a confirmed accident, or a drug test will be completed within 32 hours after the employee reports an accident.
 - d. When an employee or person is found in possession of suspected illicit or unauthorized drugs, alcohol or prohibited paraphernalia, or when any of these items are found in an area controlled or used exclusively by said person, a test will be administered.
 - e. Employees of a Region or Subsidiary of the Company will be subject to random drug tests if the Management of said Region or Subsidiary has elected to implement a random testing program pursuant to Section 7 of this Policy. Non-DOT random alcohol testing may be conducted if required by Customer contract.
 - f. Under a random selection process, including random drug and alcohol tests administered during the probationary period following a Substance Abuse Professional (SAP) referral, a selected employee will be transported by his or her General Foreperson/Supervisor or other field or Home Office management personnel immediately to a collection site. In this context, "immediately" means that all the employee's actions, after notification, lead to the expeditious submission of the urine specimen.
 - g. Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so, or assisting another in an attempt to do so, is prohibited. Any such effort shall result in disciplinary action up to and including discharge.
 - h. Any employee who has been separated from active service for a period of 30 days or longer due to a Layoff and is recalled will be subject to a Pre-employment test.
2. The cost for initial testing and confirmatory testing (if required) will be covered by the Company. In the event an employee is required to remain out of work while awaiting test results and/or pursuant to a non-disciplinary suspension under this Policy, he will be compensated by the

Company only in the event that either the initial or confirmatory test is negative. Nothing herein shall prevent the immediate discipline or termination of any employee found in possession of drugs in accordance with Company Disciplinary Policy.

3. Employees who test positive on an initial test and who test positive on an additional GC/MS confirmatory test, the results of which have been verified by an MRO, will be suspended or discharged and issues resolved as follows:
 - a. Other than the employee and the MRO, only Designated Employer Representatives will know the results of the test. Those Designated Employer Representatives are the employee's Supervisor, Region Manager, the Director of Field or Home Office Personnel or their designees.
 - b. The following is a list of stipulated minimum levels of Intoxicants that the Company may test for, including the metabolites for the initial test and confirmatory test, subject to automatic amendment in the event State or Federal law requires otherwise from time to time:

	Substance	Initial Test Level ng/ml*	Confirmatory Test Level ng/ml*
a	Marijuana metabolite	50 ng/ml	15 ng/ml
b	Cocaine metabolite	150 ng/ml	100 ng/ml
c	Opiates and/or Codeine, and/or morphine	2000 ng/ml	2000 ng/ml
d	Phencyclidine (PCP) and/or metabolites	25 ng/ml	25 ng/ml
e	Amphetamine and/or Methamphetamine	500 ng/ml	250 ng/ml
f	6-Acetylmorphine	10 ng/ml	10 ng/ml
*Nanograms/milliliter			

Non-DOT Alcohol tests that test above .02 but not above .039 will result in a 24 hour suspension as long as the employee is able to test below .02 after 24 hours. A result above .039 will constitute a positive result and the employee will be immediately suspended, if the positive test is a second violation of the substance abuse policy the employee will be discharge. An employee that tests positive for Alcohol and does not have a prior positive drug test, alcohol test, or a violation of the substance abuse policy will be required to complete an approved SAP treatment to be eligible for rehire.

- c. If the initial positive drug test is not confirmed as positive, the results will be forwarded to the Company by the MRO and no action will be taken against the employee. The confirmatory test will automatically be performed by the laboratory.
- d. If the initial drug screening is positive and the confirmatory test is positive, the results will be forwarded to the MRO. The MRO will interpret the confirmed positive laboratory test result and review the result with the employee to determine if there is any alternative medical explanation for the confirmed positive laboratory test result. The employee will be given the opportunity to offer an explanation. In the absence of an acceptable explanation, the

employee will be removed from work. **It is an the Company's policy that a person who is tested positive on a drug test be placed on immediate non-disciplinary suspension or discharged.**

- e. Employees who have a confirmed positive drug screen may have the original sample tested by a Substance Abuse and Mental Health Service Administration (SAMHSA) certified laboratory of their choice, at their own expense. This re-test must be requested in writing to the Company's MRO within sixty (60) days of the employee's receipt of the final test result from the MRO. Because it is possible that some analytes may deteriorate during storage, the results of a retest are to be reported as confirmation of the original test results if the detected level of the drug is: a) below the DOT established limit; and b) equal to or greater than the sensitivity of the test.
- f. An employee whose positive test results are verified by the MRO must contact the **Director of Personnel or his/her designee** immediately to discuss the test results. Appropriate action to be taken as a result of the positive drug test will be left up to the judgment of the Company's Management. Should the employee be referred to an SAP, the employee must contact the SAP within 72 hours of said referral to commence treatment. Failure to report to the SAP within 72 hours shall result in the immediate termination of the employee and his or her becoming ineligible for rehire by the Company or any of its subsidiaries.
- g. After release for return to work by the MRO, suspended employees will be required to undergo a drug test at the expense of the Employer prior to reinstatement and the results of said test must be negative. Following return to work, the employee will be put on probation for a minimum of twelve (12) months. During this probationary period the employee will be subject to follow-up drug tests as prescribed by the SAP, which may be administered without prior notice. The cost associated with 'follow-up' care will be the responsibility of the employee. **Employees placed on probation for violation of this Substance Abuse Policy or who have had a prior positive test during any period of prior employment with the Company, its Subsidiaries or Affiliates, who test positive in any type of future drug test or are otherwise deemed to have tested positive pursuant to the terms of this Policy, will be terminated, and will be permanently disqualified from future employment.**
- h. The samples will be collected only by trained technicians or other trained personnel in or at an appropriate facility. Chain of custody and other safeguards will be employed. Both the Company and the testing laboratory will employ the use of blind samples to ensure continued accuracy of the testing facility.
- i. In the event the employee is unable to produce an adequate specimen for testing, up to 40 ounces of fluid may be given at the collection site to stimulate the ability to produce a specimen. If after a three (3) hour period, the employee is still unable to produce a specimen, the collecting facility shall notify the employer and refer the employee for immediate medical evaluation. If the medical evaluation does not identify a reason for the inability to produce a sample, it will be considered a refusal to provide a sample.
- j. If an employee is observed attempting to substitute, or adulterate (adding water to the specimen bottle, for example), the urine sample, his or her employment will be terminated immediately. The detection of any adulterating substance in any sample shall also result in immediate termination.
- k. Searches for illegal drugs and/or alcohol on Company property or job sites can be conducted at any time without notice. Company property includes vehicles, toolboxes, desks, etc., which are owned by the Company and used by the employees. Employees' personal property and vehicles are also subject to search while on Company property.
- l. The Company will take reasonable precautions to ensure the even-handed application of this Policy.

- m. The Company is committed to securing a safe, drug-free workplace with the greatest commitment to safety.

SECTION 5: MANAGEMENT PROCEDURES AND IMPLEMENTATION OF SUBSTANCE ABUSE POLICY

All employees will receive and be required to sign an acknowledgement of receipt of a copy of the Policy.

Where there is reasonable suspicion to believe that an employee is impaired, the employee should not be allowed to continue work.

If the employee is suspected of being under the influence of alcohol, drugs or controlled substances, steps should be taken to ensure that he or she does not drive a motor vehicle.

Supervisors will complete the 60-minute Reasonable Suspicion Training on the specific, contemporaneous physical, behavioral and performance indicators of probable drug use and refer to the Director of Personnel or his designee any decision whether to conduct a urinalysis drug test or an alcohol test (DOT only).

Drug tests, with the exception of Non-DOT Pre-employment field testing, will be conducted by a qualified collection facility, and proper chain of custody procedures will be observed for samples. Any field testing that results in a Non-Negative must be verified through the approved Laboratory.

If the employee refuses to take a requested test or refuses to cooperate with the administration of the drug test, the employee will be advised that the failure to cooperate with the drug test will be handled as a positive test result and the employee shall be deemed to have voluntarily quit his employment, but in this case only, shall he receive his earned entitlements (vacation pay). As indicated in this Policy, any Federal Department of Transportation or State Department of Transportation requirements for both drug and/or alcohol testing will be accomplished in accordance with those Federal or State requirements and shall be in addition to any requirements of this Policy.

SECTION 6: CONSENT FORMS

No testing shall be performed without the written consent of the employee being on file. The attached consent forms have been approved for use. Employees who refuse to sign the attached consent forms shall be treated as if they had received a positive test result in accordance with the above positive test procedure. No consent forms are required for DOT mandated tests.

SECTION 7: RANDOM TESTING

Random alcohol and drug testing of certain employees is required pursuant to DOT and FMCSA Regulations and State law. In addition, employees may be subject to random alcohol and drug tests if an owner, developer or customer requires the Employer to perform such tests as a condition of bidding or performing work for that owner, developer or customer.

The Management of a Region, Subsidiary or Affiliate of the Company may elect to implement a random drug testing program that covers all employees who are not already randomly tested pursuant to DOT and FMCSA Regulations or an agreement between the Company and an owner, developer or

customer. Random testing programs implemented at the discretion of Management shall be governed by and comply with the procedures set forth in Section 4 of this Policy.

Subject to the above, selection for random testing shall be no more than four (4) times a year as provided herein or as stipulated in Section 4, Item 3(g) of the Substance Abuse Policy.

Pursuant to the regulations of the U.S. Department of Transportation, Title 49 CFR, the Company has implemented the required procedures for random and post-accident testing, defined in the Federal Motor Carrier Safety Regulations Part 382, that are in effect as of the date of this Policy. If at anytime these regulations change, such changes shall become a part of this Policy without amendment and shall become effective as required.

A complete set of the DOT drug testing regulations, including changes, shall be a part of this Policy as if incorporated herein.

SECTION 8: CONFIDENTIALITY

Information regarding an individual's drug testing or rehabilitation may be released only upon the written consent of the individual, except that such information may be released regardless of consent to the Administrator or the representative of a State or Federal agency as part of an accident investigation, or an unemployment or worker's compensation proceedings, where required by the terms of a customer contract or in any litigation involving the employer and employee. Statistical data related to drug testing and rehabilitation that is not name-specific and training records may be made available to the Administrator or the representative of a State agency upon request.

The Employer shall allow access to its property and records by its customers, the DOT Administrator, and if the Employer is subject to the jurisdiction of a State agency, a representative of the State agency for the purposes of monitoring compliance with the requirements of law.

**DRUG AND ALCOHOL
DOT/CDL
SUPPLEMENT TO SUBSTANCE ABUSE POLICY**

Employees subject to the foregoing SUBSTANCE ABUSE POLICY who are also subject to Federal and/or State DOT testing requirements for drugs and alcohol will be subject to the following additional requirements and regulations. This supplemental statement is not intended to be a comprehensive statement since the specific requirements are set forth in both Federal and State laws and regulations, which are hereby incorporated herein by reference together with any future amendments and/or modifications to the extent they are mandatory.

A. RANDOM TESTING REQUIREMENTS

All persons subject to U.S. DEPARTMENT OF TRANSPORTATION regulations related to the operation of a commercial motor vehicle in interstate or intrastate commerce, as set forth in 49 C. F. R. Part 383 shall be required to submit to random testing in accordance with the requirements of 49 C. F. R. Part 382, which include both drugs and alcohol. The circumstances of such testing and the times of testing are contained in said regulations. Employees shall not be required to submit to random testing more than four times per calendar year. Selection for testing on a random basis shall be based upon a lottery pool of covered employees maintained and administered by eScreen its designees or successors or a duly registered and approved facility. The administration, collection and confirmatory testing protocols shall be as set forth in the foregoing SUBSTANCE ABUSE POLICY, except as modified by Federal Regulation.

B. ALCOHOL TESTING REQUIREMENTS

Pursuant to 49 C. F. R. Part 382 all covered employees will be subject to alcohol testing. This summary does not encompass all of the aspects of the Regulations and covered employees should refer to those regulations for a more detailed discussion of the rules.

Under these Regulations a covered employee may not:

1. Report for duty or remain on duty requiring the performance of a safety-sensitive function while having an alcohol concentration of 0.04 or greater. Additionally, no driver who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions for an employer until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following the administration of the test.
2. Be on duty or operate a commercial motor vehicle while possessing alcohol.
3. Use alcohol while performing safety-sensitive functions.
4. Perform safety-sensitive functions within four hours after using alcohol.
5. Use alcohol for eight hours following an accident if a post accident alcohol test is required, or until the post-accident alcohol test is conducted, whichever occurs first.
6. Report for duty, remain on duty, or perform a safety-sensitive function if he or she tests positive for drugs.
7. Report for duty or remain on duty requiring the performance of safety-sensitive functions when he or she uses any controlled substance, except pursuant to the instructions of a licensed physician who advises the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. Refuse to submit to an alcohol or drug test as required by the regulations.

Under the Regulations, safety-sensitive functions are defined as:

1. All time at work waiting to be dispatched.
2. Inspecting, servicing, or conditioning any commercial motor vehicle.
3. All driving time.

4. Performing all other functions in or upon a commercial motor vehicle except resting in a sleeper berth.
5. Performing or assisting in the loading or unloading of a vehicle.
6. Performing driver requirements relating to accidents.
7. Repairing, obtaining assistance for, or remaining in attendance upon a disabled vehicle.

This policy, in accordance with the Regulations, require drug and/or alcohol testing in the following six circumstances:

1. Pre-employment.
2. Post-accident.
3. Reasonable suspicion.
4. Random
5. Return to duty.
6. Follow up testing.

The employer will not pay for rehabilitation nor will it hold open the job of any covered employee who has engaged in prohibited conduct. Any covered employee who is found to be under the influence of alcohol while driving a Company vehicle will be terminated. A covered employee that tests positive for drugs without misconduct will be placed on immediate non-disciplinary suspension for their first positive test, and will be required to contact and enroll in a SAP within 72 hours. A second positive test will permanently disqualify the individual from employment with the Company. Educational materials will be made available to all covered employees explaining the law. Supervisors designated to enforce this policy will be given at least 60 minutes of training on alcohol misuse and 60 minutes of training on drug use. All testing requirements of Federal and State law, including confirmatory testing are incorporated by reference herein.

If a customer requires the Company to have a stricter substance abuse policy than provided here, then those portions of the customer's policy, that do not violate the DOT Regulations, will govern.

COMPLIANCE WITH THIS POLICY IS MANDATED BY FEDERAL LAW AS IT RELATES TO THOSE EMPLOYEES COVERED BY 49 C. F. R. PART 383 AND AS ADOPTED OR INCORPORATED BY THE VARIOUS STATES.

THE COMPANY, ITS
SUBSIDIARIES AND AFFILIATES

PRE-EMPLOYMENT CONSENT FORM

ANTI-DRUG POLICY

I hereby acknowledge receipt of policy regarding illegal drugs.

My signature acknowledges my understanding and concurrence with the procedures outlined in the above-referenced policy. Also, it is my consent to give urine or saliva samples to be used for drug analysis under the conditions outlined in this policy.

Switching, tampering with or adulterating any specimen or sample collected under the Company's policy for the purpose of testing for drugs or alcohol, or attempting to do so, or assisting another in an attempt to do so, is prohibited. Any such effort shall result in disciplinary action up to and including termination.

Furthermore, I authorize the release of the results of these tests and examinations as set forth in the Policy.

I further agree that, as a condition of employment, I will notify the Company in writing if I am convicted of a violation of a criminal drug statute, no later than five (5) days after such conviction. I further understand that any violation of the Company's drug-free policy, or conviction for a violation of a criminal drug statute occurring on the Office/Project/Jobsite that I have been assigned, will result in discipline, up to and including termination.

Thank you for your assistance in making our Company a safer place to work.

Employee Name: _____
Please Print Clearly

Employee Signature: _____

Crew Number: _____

Date: _____

COMPANY SUBSTANCE ABUSE POLICY

Consent to Testing

I consent to submit to drug testing as outlined in the Company's policy.

I consent to provide specimens at the assigned collection site(s) and further consent to have urine specimens tested for drugs at a U.S. Department of Health & Human Service/Substance Abuse & Mental Health Services Administration (DHHS/SAMHSA) certified laboratory.

I consent to the release of the laboratory test results in accordance with the company policy to the selected Medical Review Officer (MRO) and as otherwise permitted in the Policy. I will be given an opportunity to discuss a positive drug test result with the MRO before the result is reported to the company as a verified positive.

Switching, tampering with or adulterating any specimen or sample collected under the company's policy for the purpose of testing for drugs or alcohol, or attempting to do so, or assisting another in an attempt to do so, is prohibited. Any such effort shall result in disciplinary action up to and including termination.

I further agree that, as a condition of employment, I will notify the Company in writing if I am convicted of a violation of a criminal drug statute, no later than five (5) days after such conviction. I further understand that any violation of the Company's drug-free policy, or conviction for a violation of a criminal drug statute occurring on the Office/Project/Jobsite that I have been assigned, will result in discipline, up to and including termination.

Employee Name:

Please Print Clearly

Employee Signature:

Crew Number:

Date:

City of Lakeland
Consultant Expense Reimbursement Policy
Revised 6/1/2016

General

This policy governs all eligible reimbursement expenses paid to consultants hired by City Departments under professional service contracts. All reimbursable expenses must adhere to the following provisions and be verified and approved by the appropriate department head, or their designated representative administering the professional contract. An exhibit to each contract or agreement must be accepted by each professional services consultant prior to the agreement being considered fully executed. All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City.

Consultant Contract Provisions

1. Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.)
2. Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:
 - Car Rental – Limited to mid-size vehicles or smaller.
 - Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling.
 - Use of private automobile for administration of project related requirements may be reimbursed at 54 cents per mile (or current IRS mileage reimbursement rate).
 - Local hotel accommodations will be reimbursed at a not-to-exceed rate of \$106.00 per night plus sales tax. All incidentals related to the hotel stay will not be reimbursed.
 - No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment.
 - No reimbursement will be provided for personal expenses of any nature.
 - Meal expenses will be reimbursed at a maximum of \$54.00 per day, a max. of a 15% gratuity will be allowed.
 - When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation

All consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the consultant on issues related to reimbursable costs or back-up documentation. It will be the responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers' Office for variances to the policy.

Prior to payment of invoices, the following will be required:

1. Verification that invoice references the correct professional service contract.
2. Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed.
3. Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost.
4. All reimbursable expenses must be submitted with receipts documenting expenses.
5. Verify all expense calculations are correct.

Variance Approval

All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.