



AGREEMENT FOR TREE TRIMMING AND LINE CLEARANCE SERVICES

THIS AGREEMENT FOR TREE TRIMMING AND LINE CLEARING SERVICES ("Agreement") is entered into by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **THE DAVEY TREE EXPERT COMPANY**, a foreign profit corporation duly organized in the state of Ohio and authorized to do business in the state of Florida (EIN: 34-0176110) ("Contractor").

WHEREAS, on January 30, 2023, City issued an Invitation to Bid for the provision of tree trimming and line clearing services, ITB No.: (ELE/230159) (the "Solicitation"); and

WHEREAS, eight (8) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, The Davey Tree Expert Company was chosen as the intended awardee to provide tree trimming and line clearing services (the "Project"); and

WHEREAS, Contractor certifies that Contractor is qualified and possesses the required experience and licensure.

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The Contract Documents which comprise the entire understanding between City and Contractor shall only include this Agreement and those documents listed in this section as Exhibits to this Agreement. Each of these documents are incorporated herein by reference for all purposes. If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

- Exhibit A: Scope of Work (A-1 through A-17)
- Exhibit B: Price Proposal (B-1)
- Exhibit C: Compatible Species (C-1)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, then (2) Exhibit B, then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Contractor shall provide all materials, labor, supervision, tools, accessories, equipment necessary for Contractor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work**. The Scope of Work and/or pricing under this Agreement may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Contractor a maximum limiting amount not to exceed **SEVEN MILLION, SIX HUNDRED THOUSAND, SIX HUNDRED TWENTY-NINE AND NO/100 DOLLARS (\$7,624,629)** (the "Contract Sum") over the contract term as full and complete compensation for the timely and satisfactory performance of services in accordance with the pricing detailed in **Exhibit B – Price Proposal**.
 - A. **Pricing Increase and Escalation.** Pricing shall remain firm and fixed during the Initial Term of this Agreement. Any renewal price adjustment shall be subject to negotiation and must be approved by the City of Ocala. Contractor shall submit a written request for price adjustment identifying the reason for the price increase, and attach suitable documentation in support of same, no less than **NINETY (90) DAYS** prior to the expiration of the then existing Contract Term. No retroactive price adjustments will be allowed. Pricing increases



- shall not exceed the lesser of: (i) the amount of the percentage increase reflected in the Consumer Price Index for all Urban Consumers (CPI-U), not seasonally adjusted, based upon the most recent **TWELVE (12) MONTH** period; or (ii) **THREE PERCENT (3%) ANNUALLY** unless there are mitigating market conditions.
- B. **Invoice Submission.** All weekly invoices submitted by Contractor shall include the City Contract Number, an assigned invoice number, invoice date, crew members by classification, vehicles, billing rates, hours worked with totals, invoice period, and a total invoice amount. Contractor shall submit the original invoice through the responsible City Project Manager at: **Ocala Electric Utility, Attn: Lisa Crouthamel, 1805 NE 30th Avenue, Bldg. 400, Ocala, Florida 34470**, E-Mail: lcrouthamel@ocalafl.org.
- C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
- D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Contractor; (ii) is inadequate or defective and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Contractor within **THIRTY (30)** calendar days of the Contractor's remedy or resolution of the inadequacy or defect.
- E. **Excess Funds.** If due to mistake or any other reason Contractor receives payment under this Agreement in excess of what is provided for by the Agreement, Contractor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Contractor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.
- F. **Amounts Due to the City.** Contractor must be current and remain current in all obligations due to the City during the performance of services under this Agreement. Payments to Contractor may be offset by any delinquent amounts due to City or fees and/or charges owed to the City.
- G. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.
5. **TERM OF AGREEMENT.** This Agreement shall become effective and commence on **APRIL 18, 2023** and continue in effect for a term of **THREE (3) YEARS**, through and including **APRIL 17, 2026** (the "Term"). This Agreement may be renewed for up to **TWO (2)** additional **ONE (1) YEAR** periods by written consent between City and Contractor.
6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes and labor disputes, acts of war, acts of nature, terrorism, civil unrest, pandemics, acts or delays in acting of the government of the United States or the several states, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure"). The party affected



by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

- A. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.
 - B. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Contractor performance shall be extended for a number of days equal to the duration of the force majeure. Contractor shall be entitled to an extension of time only and, in no event, shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.
7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Contractor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Contractor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
- A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Contractor in its Bid. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the Project Manager's review of Contractor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Contractor's furnishing and performing the work.
8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
- A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Contractor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Contractor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Contractor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Contractor fails to timely and properly perform any of the services set forth in the specifications of this Agreement;
 - (2) Contractor provides material that does not meet the specifications of this Agreement;
 - (3) Contractor fails to complete the work required within the time stipulated in this Agreement; or



- (4) Contractor fails to make progress in the performance of this Agreement and/or gives City reason to believe that Contractor cannot or will not perform to the requirements of this Agreement.
- B. **Contractor's Opportunity to Cure Default.** City may, in its sole discretion, provide Contractor with an opportunity to cure the violations set forth in City's notice of default to Contractor. Contractor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Contractor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Contractor Default.** In the event that Contractor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another Contractor to complete the required work in accordance with the needs of the City;
 - (3) City shall be entitled to recover from Contractor all damages, costs, and attorney's fees arising from Contractor's default prior to termination; and
 - (4) City shall be entitled to recovery from Contractor any actual excess costs by: (i) deduction from any unpaid balances owed to Contractor; (ii) filing a claim under the Contractor's performance bond, or (iii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Contractor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Contractor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Contractor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Contractor as permitted under this Agreement and approved by City.
9. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
10. **PERFORMANCE BOND.** Contractor shall furnish to the City a Performance Bond in an amount not less than **TWO MILLION, FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,500,000)** to guarantee the performance of work under this Agreement in strict accordance with the Contract Documents.



11. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Contractor's performance. Any such evaluation will become public record.
12. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any Contractor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
13. **CONTRACTOR REPRESENTATIONS.** Contractor expressly represents that:
 - A. Contractor has read and is fully familiar with all of the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Contractor under this Agreement.
 - B. Contractor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Contractor in the Contract Documents, and that the City's written resolution of same is acceptable to Contractor.
 - C. Contractor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Contractor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Contractor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Contractor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
14. **CONTRACTOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Contractor:
 - A. Contractor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Contractor shall be solely responsible for the means, methods, techniques, sequences, or procedures and safety precautions or programs incident thereto.
 - C. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Contractor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.



- E. Contractor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Contractor and City may otherwise agree in writing.
15. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Contractor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.
16. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A**. City has the authority to stop work or to suspend any work.
17. **COMMERCIAL AUTO LIABILITY INSURANCE.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement a policy of commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of Contractor's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations. If Contractor does not own vehicles, Contractor shall maintain coverage for hired and non-owned automobile liability, which may be satisfied by way of endorsement to Contractor's Commercial General Liability policy or separate Commercial Automobile Liability policy.
18. **GENERAL LIABILITY INSURANCE.** Contractor shall procure and maintain, for the life of this Agreement, commercial general liability insurance with minimum coverage limits not less than:
- A. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for bodily injury, property damage, and personal and advertising injury; and
 - B. One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate limit for products and completed operations.
 - C. Policy must include coverage for contractual liability and independent contractors.
 - D. The City, a Florida municipal corporation, and its officials, employees, and volunteers are to be covered as additional insureds with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of Contractor. This coverage shall contain no special limitation on the scope of protection to be afforded to the City, its officials, employees, and volunteers.
19. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure, maintain, and keep in full force, effect, and good standing for the life of this Agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable. Contractor shall similarly require any and all of its subcontractors to afford such coverage for all of its employees as required by applicable law. Contractor shall waive and shall ensure that Contractor's insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages. Contractor's policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. **Exceptions and exemptions to this Section may be allowed at the discretion of the City's Risk Manager on a case-by-case basis in accordance with Florida Statutes and shall be evidenced by a separate waiver.**



20. MISCELLANEOUS INSURANCE PROVISIONS.

- A. Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by Contractor shall not be interpreted as limiting Contractor's liability or obligations under this Agreement. City does not in any way represent that these types or amounts of insurance are sufficient or adequate enough to protect Contractor's interests or liabilities or to protect Contractor from claims that may arise out of or result from the negligent acts, errors, or omissions of Contractor, any of its agents or subcontractors, or for anyone whose negligent act(s) Contractor may be liable.
- B. No insurance shall be provided by the City for Contractor under this Agreement and Contractor shall be fully and solely responsible for any costs or expenses incurred as a result of a coverage deductible, co-insurance penalty, or self-insured retention to include any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation.
- C. Certificates of Insurance. No work shall be commenced by Contractor under this Agreement until the required Certificate of Insurance and endorsements have been provided nor shall Contractor allow any subcontractor to commence work until all similarly required certificates and endorsements of the subcontractor have also been provided. Work shall not continue after expiration (or cancellation) of the Certificate of Insurance and work shall not resume until a new Certificate of Insurance has been provided. **Contractor shall provide evidence of insurance in the form of a valid Certificate of Insurance (binders are unacceptable) prior to the start of work contemplated under this Agreement to: City of Ocala. Attention: Procurement & Contracting Department, Address: 110 SE Watula Avenue, Third Floor, Ocala Florida 34471, E-Mail: vendors@ocalafl.org.** Contractor's Certificate of Insurance and required endorsements shall be issued by an agency authorized to do business in the State of Florida with an A.M. Best Rating of A or better. The Certificate of Insurance shall indicate whether coverage is being provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- D. City as Additional Insured. The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this Section with the exception of Workers' Compensation and Professional Liability policies.
- E. Notice of Cancellation of Insurance. Contractor's Certificate of Insurance shall provide **THIRTY (30) DAY** notice of cancellation, **TEN (10) DAY** notice if cancellation is for non-payment of premium. In the event that Contractor's insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of Contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the certificate holder. Additional copies may be sent to the City of Ocala at vendors@ocalafl.org.
- F. Failure to Maintain Coverage. The insurance policies and coverages set forth above are required and providing proof of and maintaining insurance of the types and with such terms and limits set forth above is a material obligation of Contractor. Contractor's failure to obtain or maintain in full force and effect any insurance coverage required under this Agreement shall constitute material breach of this Agreement.
- G. Severability of Interests. Contractor shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of



Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

21. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall make an effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

- A. All employees on the work and other persons that may be affected thereby;
- B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and
- C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

22. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
23. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Contractor or any other persons or organizations having a direct contract with Contractor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any Contractor, subcontractor, or of any of their agents or employees. nor shall it create any obligation on the part of City or its representatives to pay or to seek the payment of any monies to any subcontractor or other person or organization, except as may otherwise be required by law.
24. **EMERGENCIES.** In an emergency affecting the welfare and safety of life or property, Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. Contractor shall be required to provide to the City Project Manager with the names, addresses and telephone numbers of those representatives who can be



contacted at any time in case of emergency. Contractor's emergency representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by City or public inspectors.

25. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering that Contractor: (A) has been placed on the Scrutinized Companies that Boycott Israel List; (B) is engaged in a boycott of Israel; (C) has been placed on the Scrutinized Companies with Activities in Sudan List; (D) has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or (E) has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.
26. **INDEPENDENT CONTRACTOR STATUS.** Contractor acknowledges and agrees that under this Agreement, Contractor and any agent or employee of Contractor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Contractor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Contractor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion over the manner or methods employed by Contractor in its performance of its obligations under this Agreement.
27. **ACCESS TO FACILITIES.** City shall provide Contractor with access to all City facilities as is reasonably necessary for Contractor to perform its obligations under this Agreement.
28. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
29. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Contractor under this Agreement be abandoned, or should Contractor become insolvent, or if Contractor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The City Project Manager's certification as to the amount of such liability shall be final and conclusive.
30. **PUBLIC RECORDS.** Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency 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 in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. 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 Contractor does not transfer the records to the public agency.

- D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

31. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
32. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
33. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
34. **CONFLICT OF INTEREST.** Contractor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
35. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.



36. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
37. **INDEMNITY.** Contractor shall indemnify and hold harmless City and its elected officials, employees and volunteers against and from all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.
38. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
39. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:

The Davey Tree Expert Company
 Attention: Rachel Palmer
 1500 N. Mantua Street
 Kent, Ohio 44240
 Phone: 330-548-1931 or 800-445-8733
 E-mail: rachel.palmer@davey.com

If to City of Ocala:

Daphne M. Robinson, Contracting Officer
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-629-8343
 E-mail: notices@ocalafl.org

Copy to:

William E. Sexton, Esq., City Attorney
 City of Ocala
 110 SE Watula Avenue, 3rd Floor
 Ocala, Florida 34471
 Phone: 352-401-3972
 E-mail: cityattorney@ocalafl.org

40. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or



prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

41. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
42. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
43. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
44. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
45. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
46. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
47. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any



third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

48. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
49. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
50. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
51. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
52. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW.]

**CONTRACT# ELE/230159**

IN WITNESS WHEREOF, the parties have executed this Agreement on
4/19/2023

ATTEST:**CITY OF OCALA**

DocuSigned by:

Angel B. Jacobs

Angel B. Jacobs
City Clerk

DocuSigned by:

James P. Hilty, Sr.

James P. Hilty, Sr.
City Council President

Approved as to form and legality:**THE DAVEY TREE EXPERT COMPANY**

DocuSigned by:

William E. Sexton

William E. Sexton, Esq.
City Attorney

DocuSigned by:

Michael J. Mittiga

By: Michael J. Mittiga
(Printed Name)

Title: Vice President & GM
(Title of Authorized Signatory)

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159****BACKGROUND**

1. Contractor must perform the selective clearing, pruning, and herbicide treatment of vegetation along the Ocala Electric Utility's (OEU) electrical system. Contractor agrees to provide all labor, supervision, tools, equipment, and material necessary to perform the work required.
2. All work shall be performed in accordance with FDOT Design Standards (latest edition) and ANSI specifications for Tree Care Operations (A300) (latest edition).

<http://www.fdot.gov/roadway/designstandards/Standards.shtm>

CERTIFICATIONS AND EXPERIENCE REQUIREMENTS

1. Contractor must possess and maintain a Florida Department of Transportation Maintenance of Traffic (FDOT) certification AND Line Clearance.
2. Contractor is responsible for all maintenance of traffic. Traffic control will be per the FDOT 600 Series Index, providing a Worksite Traffic Supervisor who is responsible for initiating, installing, and maintaining all traffic control devices. Ensure that the Worksite Traffic Supervisor is certified in the advanced training category by a Department approved training provider
3. Contractor must possess and maintain an International Society of Arboriculture (ISA) Arborist certification.

GENERAL REQUIREMENTS

1. All vegetation management work performed on OEU's electric system shall adhere to the pruning specifications as required by the Arbor Day Foundation for Tree Line USA Utility designation, and use either ISA's Best Management Practices "Utility Pruning of Trees" a special companion publication to the ANSI A300, or, as a reference, "Pruning Near Electric Utility Lines" a field pocket guide for qualified line-clearance tree workers by Dr. Alex Shigo. The handbooks shall be provided by the Contractor, and a copy shall be kept on each line clearance truck as an on-site reference to proper line clearance pruning for tree crews in the field.
2. Pruning shall be done in such a manner as to protect current tree health and condition. OEU shall consider unskilled or careless work methods by workers as just cause for termination of the specific workers, or the Agreement, as deemed justified by the City.
3. All workers shall be Qualified Line-clearance Arborists/Trainees as detailed in ANSI Z133.1 Annex B to work in the proximity of Electric Utility lines.
4. All work shall be performed in full compliance with all OSHA regulations including Construction Regulations 1926; and General Industry Regulations 1910.
5. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.

REPORTS, DELIVERABLES AND HOURS

1. **Reports:** Contractor shall furnish OEU with bi-weekly reports indicating the nature and character of the work performed, the dates of performance of such work together with any other pertinent information needed to properly describe or measure the work performed, including total hours, the address, and crew type.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

2. **Work hours.** All work shall be performed between the hours of 7:00 a.m. to 5:30 p.m., Monday through Friday, excluding City-observed holidays. Work performed outside of normal work hours must be approved by the City Project Manager.

CONTRACTOR'S RESPONSIBILITIES

Contractor, as part of its work and without additional cost or expense to OEU unless specifically otherwise indicated, shall:

1. In advance of performing any pruning work, notify property owners of the nature of the work, and from the property owner or authorized agent, individual or board having authority there-over obtain the necessary permission for each tree (tree is defined as = > 4 inches DBH) removed. Signed documentation shall be provided to OEU Arborist.
2. Unless otherwise directed by an authorized OEU agent in writing, secure all permits and licenses imposed by law, pay all charges and fees, and give notices necessary and incidental to the due and lawful performance of this work.
3. In accordance with Florida Statute 163.3209 Contractor shall notify the Utility Arborist a minimum of five (5) working days prior to beginning work in the area of designated Canopy and/or Scenic Roads, and in Ocala's Historic Districts. Exceptions are during emergency conditions only.
4. Comply with all City, State, and County tree ordinances, including but not limited to, the City of Ocala Tree Ordinance Chapter 118, Marion County Scenic Roads Ordinance 99-1 & 97-1.
5. Not obligate OEU to make any payments to another party, nor make any promises or representations of any nature to another party for, or on behalf of, OEU without prior written approval of an authorized agent of the City; no work shall be performed by the Contractor on any tree or brush involved in such payments, promises, or representations until said approval has been obtained in writing.
6. Immediately inform Utility Arborist of any damage complaints which may arise from this Agreement; regardless of cause or extent of damage. Contractor shall keep OEU Arborist informed of the status of each complaint and of any settlement made.
7. All forms necessary for compliance with contractual specifications shall be provided by the Contractor and will require approval by OEU.

COMPLIANCE ASSURANCE

1. Contractor shall work progressively along the line from the starting point and shall complete all work in a given portion of the line before starting work in another portion. Line Circuit maps shall be kept current during the progress of the work, marking all areas completed with colored marker. All exceptions shall be noted on work orders and circuit maps, which shall be returned to OEU Arborist once completed.
2. During the progress of the work, the General Foreman/Contractor Supervisor on the job shall contact OEU each morning, before crews are dispatched, and provide the address or pole location(s) on the line and the nearest road access where crews will work that day.
3. In the event the Contractor plans to deviate from the normal work schedule, e.g. leaving the job site or starting location due to inclement weather or other cause, the General Foreman shall contact OEU immediately.
4. During the progress of work, the Utility Arborist shall make regular inspections to evaluate all tree trimming, removals, and herbicide application to ensure Contractor compliance with the Pruning

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

Specifications. Job sites shall be marked with cones and signs visible from the nearest road to identify crew location.

EMERGENCY CONDITIONS

1. In the event of an emergency and when specifically requested by OEU, Contractor shall make the crews performing under this Agreement available to perform work necessitated by the emergency.
2. After-hours/emergency restoration:
 - a) Contractor agrees to provide line clearing "after-hours" and "emergency" restoration assistance to OEU in a timely manner.
 - b) Contractor shall receive payment for such work at the rates set forth in the Contract Documents.
 - c) Contract crews that are normally assigned to OEU shall not be released to assist other utilities without the consent of the City.

CONTRACTOR EMPLOYEES AND EQUIPMENT

1. Contractor's personnel shall at all times present a neat appearance and wear hard hats in the Contractor's standard color, or colors chosen for safety purposes, which clearly identify supervisors from crew members. Ocala Electric Utility (OEU) reserves the right to remove Contractor's personnel from OEU's property without cause.
2. Contractor shall furnish, maintain, have inspected and keep in good working order all tools and equipment and shall pay all expenses necessary for and in connection with tree maintenance work performed for OEU. All equipment shall be neat, and clean as possible, at all times. All Contractor trucks (doors or sides) shall be clearly, specifically, and visibly marked with Contractor's identification.
3. Contractor shall maintain all equipment in proper working condition, adequately maintained to perform this scope of work. Equipment shall be marked with company's name and logo. Equipment shall be overall in good condition. Contractor shall, at the request of OEU, immediately remove any equipment considered to be substandard or inappropriate.
4. Contractor's standard equipment for time and material aerial bucket trucks including any equipment transitioned to hourly or storm restoration purposes is as follows:
 - a) All safety equipment is required.
 - b) All equipment required, but not limited to, hydraulic pole chain saw, gas-powered chain saw capable of cutting large trees, tree pruning tools, ropes, and sufficient supporting tools.
 - c) OEU has reserved the right to perform crew and equipment inspections for compliance. OEU may shut down crews with inadequate or inappropriate equipment.
5. Contractor shall be responsible for securing and area for parking and storage of vehicles and equipment.
6. Additionally, when required to perform under emergency conditions, trucks shall contain the same number of sets of rain-suits (international orange or other visible colors), rubber boots as men normally assigned to the crew, and other requisites for access to and performance of foul-weather work.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

7. During those periods when work is being performed hereunder, Contractor shall furnish, on a weekly basis, accurate daily itemized information or standard time sheets showing the location of the work performed that day, the names and number of men and equipment hours involved, and the measured area (pole to pole) of trees trimmed.
8. Contractor shall at all times be aware of the line voltage and construction of electric circuits before work is commenced in the vicinity thereof.
9. Electric circuits shall at all times remain energized during the performance of work, and Contractor's shall not interfere with the normal operation of such electric circuits. All Contractor-caused electric service interruptions are subject to repair at Contractor's expense. NOTE: Scheduled interruptions may be requested from OEU on a limited basis.
10. In the event that the Contractor becomes aware of dangerous, broken, loose, or faulty line equipment, OEU shall be advised of the exact pole location(s) and nature of the condition found.
11. Contractor must utilize competent employees in performing the work. Employees performing the work must be properly licensed or qualified as required by the scope/project.
12. The Contractor shall provide an assigned Project Manager, who will be the primary point of contact. Contractor must provide a valid telephone number and address at all times to the City Project Manager. The telephone must be answered during normal working hours or voicemail must be available to take a message.
13. At the request of the City, the Contractor must replace any incompetent, unfaithful, abusive, or disorderly person in their employment. The City and the Contractor must each be promptly notified by the other of any complaints received.
14. Contractor's employees must wear suitable work clothes and personal protective equipment as defined by OSHA. Employees shall be clean and in as good appearance as the job conditions permit.
15. All work shall be accomplished in full compliance with all OSHA regulations including Construction Regulations 1926; and General Industry Regulations 1910.
16. Contractor shall comply with all applicable federal, state, county, and local laws, ordinances, regulations, orders, or decrees in effect during the period of performance.
17. Contractor will operate as an independent contractor and not as an agent, representative, partner or employee of the City of Ocala, and shall control their operations at the work site, and be solely responsible for the acts or omissions of their employees.
18. No smoking is allowed on City property or projects.
19. Contractor must possess/obtain all required equipment to perform the work. A list of equipment shall be provided to the City upon request.
20. All company trucks must display a visible company name/logo on the outside of the vehicle.

LINE CLEARANCE SPECIFICATIONS**1. PRIMARY VOLTAGES**

- a) All trees interfering with the safe operation and maintenance of overhead lines shall be trimmed or removed. Primary conductors shall receive a minimum of ten feet (10') of clearance to the side and above conductor. Branches extending beneath shall be pruned back to provide a clear space beneath

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from ground to sky where reasonable. All vegetation such as underbrush growing under conductor or to the side shall be removed or sprayed with herbicide whenever possible.

- b) Trees shall be trimmed so as to provide a minimum clearance from primary distribution conductors of three (3) years regrowth. The rate of tree regrowth, type of tree, line importance and voltage of conductors should all be considered in determining actual clearance necessary.
- c) The following list of examples should be used as minimum guideline:
 - Ten feet (10') of clearance on conifers and slow growing trees such as Live Oak, Dogwood, Red Bud, and Cedar.
 - Twelve feet (12') of clearance on medium growth trees such as Water Oak, Laurel Oak, Sweetgum, and Red Maple.
 - Fifteen feet (15') of clearance on fast growth trees such as Mulberry, Wild Cherry, Sycamore, Chinaberry, and Camphor.

Open wire secondary conductors shall receive a minimum of 5 ft (5') of clearance to the side, above, and below the conductor.

2. INSULATED AND BUNDLED SECONDARY (TRIPLEX)

All triplex secondary up to the pole serving the customer shall receive, when attainable, at least three feet (3') of tree clearance to the side, above and below the conductor.

Rubbing or weight bearing limbs on service lines shall be pruned to prevent damage to line whenever access is unimpeded and no potential for property damage exists. This includes service wire to structure.

3. AUXILIARY WIRES

All auxiliary wires attached to OEU's poles shall receive a minimum of 5 feet (5') of clearance to the side and above. Branches extending beneath shall be pruned back to provide a clear space beneath from ground to sky where reasonable. Weight bearing limbs shall be removed to eliminate stress on the electrical system.

4. SUB-TRANSMISSION 69kV

Where reasonably possible, 69kV Sub-transmission lines shall receive between 15 and 20 feet of clearance to the side, and above. All vegetation such as underbrush growing under conductor or to the side shall be removed or sprayed with herbicide whenever possible.

5. TRANSMISSION 230kV

Floor - Clearance for vegetation from the bottom of 230kV conductors shall be the maximum attainable by removing and or applying herbicide to all incompatible species (species capable of attaining a height greater than 18 feet) within the corridor boundaries, and not less than twenty-five feet (25').

Side - Clearance from vegetation growing into the corridor from the side toward the conductor shall be the maximum attainable and no less than twenty-five feet (25') from the outside conductor depending on corridor width.

6. POLE AND GUYING CLEARANCES

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- a) Vegetation growing around utility poles and guy wires shall be cleared to provide a minimum of five feet of clearance, and herbicide applied as noted in the "Herbicide Policy" section below.
- b) All vines ascending poles and guy wires shall be cut at the ground. Herbicide shall be applied at the cut base as noted in Section 9.0.

PRUNING

1. All vegetation management work performed within the City of Ocala Utility Services electric system shall adhere to pruning specifications set forth by the Arbor Day Foundation, and ANSI A300 Standard guidelines for Tree Line USA Utility designation.
2. ISA's Best Management Practices "Utility Pruning of Trees" a special companion publication to the ANSI A300 or "Pruning Near Electric Utility Lines" A field pocket guide for qualified line-clearance tree workers, by Dr. Alex Shigo, shall be provided by the Contractor to all crews as a reference guide to correct pruning methods for line clearance pruning.
3. Trees shall be pruned to provide the maximum clearance attainable from OEU wires and equipment, and where previous pruning was to proper laterals re-establish with maximum attainable clearance, or improve upon the pruning cuts and clearance provided from all previous tree maintenance.
4. Limbs overhanging primary shall be removed or shortened to reduce leverage and potential for breakage.
5. Pruning shall be done in such a manner as to protect current tree health and condition.
6. Job sites shall be cleaned up before crews move on and shall including raking or blowing sites in residential or commercial areas to appear as they were, or better than, before work commenced.
7. All cut limbs (hangers) shall be removed during the course of normal pruning. Hangers observed in trees after crew departure shall be removed upon notification, at the Contractor's expense.
8. Whenever reasonable, the floor of the easement shall be cleared. Seedling trees that have the genetic propensity to grow into the clearance zone shall be cut at the base and herbicide applied to the cut stump. Exceptions shall be trees required by the City or County on commercial property, and private landscaping. These exceptions shall be reported to the Utility Arborist for mitigation procedures.

CONIFEROUS / EVERGREEN SPECIES

Prune coniferous/evergreen trees below and beside electric conductors to a pyramidal shape by using reduction cuts to provide clearance and reshape the tree to its natural form. Young trees growing within the ten-foot easement should be removed to prevent future interference whenever reasonable.

HARDWOOD, DECIDUOUS, AND SEMI-DECIDUOUS SPECIES

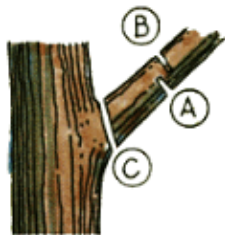
1. For the purpose of maintaining the health of the trees all pruning cuts shall be made to a lateral branch at least one third the diameter of the branch being removed, or near the trunk at an angle just outside of the branch bark collar.
2. Where reasonable, pruning shall be directional so that remaining branches and new growth are directed away from the power lines and facilities.

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3. Limbs ***shall not*** be Lions Tailed, i.e. stripped of lateral branches leaving long limbs with foliage only at the end, beside or above conductors. Long limbs ascending beside and above conductors shall be shortened to a proper lateral to remove the threat of blowing or breaking over lines.
4. Remove all large deadwood, diseased branches, broken branches, rubbing branches, and branch stubs that could endanger the line regardless of position within street or landscape trees.

a. PRUNING DIAGRAMS

Pruning cuts should be made just outside, but not into, the branch collar



For safety and to prevent damage by tearing the bark beneath the limb use the three point pruning method for limbs too large to support with one hand.

Do not lions-tail, reduce the length of long branches by using the directional trimming method: cut just above the node leaving a branch at least 1/3 the size of the original and growing away from the lines.

Don't Top!



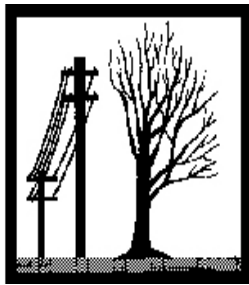
Topping is defined as cutting limbs or leads between nodes, which reduces the effectiveness of tree defense responses and forces auxiliary sprouts that shoot straight up as shown below.



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Small trees that must be left under power lines should be reduced in height using correct pruning cuts that direct the new growth away from the lines.

Do not leave stubs!



Directional pruning is the preferred method for large trees near power lines. Remove or reduce the ledge beneath lines back to the inside of the lowest line on the pole. In residential areas private trees should be pruned to retain as much foliage around and covering pruning cuts as possible to preserve the aesthetic value while maintaining clearance from the power lines.

DEBRIS AND WOOD DISPOSAL

1. Large trunk or limb wood removed from landscape and street trees shall be removed unless permitted by the property owner to be left on site.
2. All removals over four inches (4") in diameter at breast height (DBH) shall be described and drawn on a Utility approved permission form with property owner's signature prior to removal.
3. Remove, as reasonably possible, trees that present a hazard to OEU facilities, quick growing non-native trees, trees growing as sprouts from stumps, trees which cannot be privately maintained under Utility facilities, fence-row trees, roadside trees adjoining agricultural lands and trees originating aside of OEU poles or guy wires.
4. All trees and brush removed shall be cut 2" or less above the ground line whenever physically possible. When fence-row trees are cut they shall be cut at fence height to prevent damage to fencing and cut surfaces apply herbicide to prevent re-sprouting.
5. Contractor shall be responsible for all wood and chip disposal and all costs incurred therein.
6. Debris shall not be left on job sites overnight without property owner's express permission.

HERBICIDE POLICY

1. The Herbicide Label is the law and shall be read and understood by everyone handling and / or applying herbicide on the OEU System.
2. Herbicides shall be purchased by OEU and supplied to the time and material crews.
3. Herbicide logs shall be kept current and shall include date, type of herbicide used, location of application, and scope of job. Herbicide logs shall be available for inspection upon request.
4. Additionally, all state, county and local laws, rules, and ordinances relating to herbicide application shall be observed.
5. Herbicide handling and application shall be performed by, or under the supervision of, a licensed herbicide applicator.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

- Customers shall be notified of intent to use herbicide on rights-of-way and easements adjacent to private property. Areas adjacent to crops or nursery stock shall not be sprayed.

APPLICATION

- Apply low volume basal solution or foliar applications to areas around poles and anchor guys where vines were cut, or where any other woody stemmed, or vine type vegetation threatens or impedes physical access to or around
- Cut Stump - Herbicide Treatment Procedure - All stumps of deciduous trees removed shall be treated with herbicide to prevent re-sprouting. Where spraying is not reasonable, herbicide should be applied manually with a brush to cut stumps.
- Foliar - Herbicide Treatment Procedure – In appropriate areas, undesirable species shall be treated with a low volume foliar or basal stem application to prevent future interference with OEU's conductors.
- Weeds growing up inside trans-closures shall be sprayed with low volume foliar application, and ground treated with an approved herbicide to prevent re-sprouting.
- Compatible Species of Plants to be Left and NOT to be treated - All native grasses, ferns, herbaceous plants, annual weeds, and annual plants, and those compatible woody species listed in Exhibit C - Compatible Species SHALL NOT be treated unless otherwise specified herein or as directed to do so by OEU Arborist.
- Invasive exotic species shall be treated as directed by the Utility Arborist.

TREATMENT AROUND POLE AND GUY WIRE ATTACHMENTS

Cut off all vines ascending all poles and guy wires as near the root as accessible. Apply low volume basal solution or foliar applications to areas around poles and anchor guys where vines were cut off or where any other woody-stemmed or vine-type vegetation threatens or impedes physical access to or around poles or anchors.

CONTRACT PERSONNEL REQUIREMENTS

All Contractor personnel working on the OEU system shall meet the specifications below.

SUPERVISION

Contractor shall maintain ISA Certified local supervision whenever the crews are in service. In addition, the Contractor shall provide oversight of their local supervisor(s) and communication with the Utility Arborist on a weekly basis to ensure contractual compliance and City satisfaction.

GENERAL FOREMAN- POSITION REQUIREMENTS

This individual shall be an ISA Certified Arborist or ISA Certified Tree Worker/Climber Specialist or have equivalent experience and education and the ability to attain certification within six (6) months of the date of hire, and have basic computer skills.

They must possess a State of Florida Herbicide Applicators License, and be MOT Certified.

This individual shall directly supervise all local work, and is responsible for tree crew productivity. He shall:

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- Be responsible for hiring training and retaining competent field personnel
- Be responsible for ensuring that field personnel know, understand, and apply the line clearances, and pruning methods as detailed in the Contract Documents.
- Have the capability of facilitating the local repair of all contractual equipment.
- Be familiar with all OEU reporting procedures, and shall report to the Utility Arborist.
- Have the ability to read and understand work orders, maps, and circuit diagrams, and relay that information to crews in an understandable manner to ensure that assigned jobs are completed efficiently and correctly.
- Be responsible for pre-notification of customers prior to sending crews to work on private trees, except in emergency situations. Notification shall include thorough inspection of job sites, and communication with customers to arrange for removals (where it is in the best interest of OEU), and completion of all associated paperwork.
- Understand the need for good customer relations and be able to instill that ethic in all crew members.
- Be familiar with all local, city, county, state, and Federal regulations and ordinances pertaining to the tree and utility industries.

CREW CLASSIFICATION REQUIREMENTS

All personnel performing work under this Agreement shall be Qualified Line-clearance Arborist as detailed in ANSI Z133.1 Annex B at the time of hire. Exception:

Position Classifications for Contract Personnel

General Foreman	Minimum three (3) years of experience
Herbicide Specialist	Minimum one (1) year of herbicide experience
Foreman A	Minimum one (1) year of experience
Foreman B	Entry Level
Trimmer A	Minimum one (1) year of experience
Trimmer B	Entry Level
Ground-man	Entry Level

Time of employment shall be used as a guideline for classification, but actual skills and knowledge of the position and personal ability, work ethic, and attitude shall determine the approved classification.

Herbicide Specialist

This individual shall possess a Florida Herbicide Applicators License and shall know and understand the local regulations and be familiar with native and exotic plant species within the Marion County area.

Foreman A

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

These individuals are required to handle any line clearance assignments safely and efficiently. Classification A, B depend on experience and mastery of requirements. To be determined by years of experience they shall:

- Have at least one-year experience.
- Have experience with tree identification in the area. They should be familiar with tree growth rates, wood decay, strength of various species of trees and how to determine a hazardous tree.
- Be familiar with, and have the ability to perform tree removals under all circumstances, including roping, rigging, and climbing.
- Have the ability to read and understand written directions, maps, and diagrams, and follow directions, written and verbal, concerning job specifications.
- Encourage, retain, and develop personnel assigned to their crew, and shall be responsible to the General Foreman for crew productivity.
- Instruct others in safety, climbing practices, efficiency in pruning, removals, equipment operation and maintenance.
- Operate efficiently and productively all types of trucks and equipment used on line clearance operations.
- Maintain this equipment in operating order (general field maintenance only) i.e. aerial lifts, chippers, and chain saws and all associated equipment (general field maintenance only).

Foreman B

These individuals must have completed the requirements for line clearance Tree Trimmer A and know Contractor and utility work procedures, safety rules, and have the required knowledge and abilities of a foreman. Must be familiar with various types of distributions and transmission electrical construction, installations and probable operation voltage of facility or equipment.

Trimmer/ Climber A

This individual must have successfully completed all the requirements of apprentice line clearance tree trimmer and developed proficiency. In addition to those requirements, they must show leadership by helping teach lower classification clearance trimmers and apprentices.

This individual shall know:

- Have at least one year of experience.
- Have the ability to perform all areas in line clearance operation, and be proficient in bucket and climbing line clearance including roping and rigging.
- Emergency aerial rescue procedures and how to operate all equipment in an emergency.
- All major trees, shrubs, and poisonous plants in the area. They shall be familiar with growth and re-growth rates, wood decay, strength of various woods, how to determine hazard trees, etc.
- Contractor and OEU reporting procedures and be able to take over any crew in an emergency.
- Read and understand work orders, maps and circuit diagrams, secure permissions, and be able to write out reports clearly.
- Basic maintenance and repair of tools and equipment used in daily operations.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159****Trimmer/Climber B**

These individuals must complete the requirements of all ground operations and begin training for trimmer/climber entry level. Individuals must start all required training. Must know required knots.

Ground Personnel

Upon hire, ground personnel shall:

- Use required personal protective equipment (PPE) for line clearance and tree crew operations.
- Know the safe and proper operation of equipment, power, and hand tools used in cleaning up brush and logs, cutting R/W or performing stump spray.
- Know maintenance procedures for tools and equipment.
- Know procedures for handling ropes used in lowering limbs and logs from over wires, houses, or other obstacle and of sending tools to pruners up in the trees.
- Tie and use the following knots or their equivalent; Clove Hitch, and Sheet Bend
- Clean up all debris created by the crew before moving the truck from the location.

The following are required of all field employees:

Learn and observe all safety rules required for line clearance and tree care operations.

- Maintain a clean and neat appearance, and dress appropriately for the job
- Develop prompt and regular work habits.
- Conduct themselves in a professional manner at all times on the job.
- Act and speak respectfully when communicating with all Utility customers and personnel at all times while on the job.

TIME AND MATERIAL MAINTENANCE CREWS

1. Contractor shall provide Time and Material Maintenance crews for the purpose of working, as needed, outside of the scheduled circuit pruning. All contractual specifications shall apply.
2. Payment shall be Time and Materials for circuit crews.
3. OEU reserves the right to dictate crew composition, crew make-up, number and equipment for Time and Material crews. OEU reserves the right to request additional Time and Materials crews as needed to be paid at the contract rate.
4. All equipment supplied shall be six (6) years in age or less. Contractor shall furnish all items such as: chain saws, pole saws, ropes, climbing equipment, personal protective equipment (PPE), and all miscellaneous items required to perform the work described in these specifications. Additional equipment (as needed) will be available within five (5) days of request from OEU.
5. The price for equipment shall include fuels, lubricant and maintenance, but is not limited to these items. No charges shall be made for equipment while it is down for repairs.

SAFETY

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

1. Contractor shall take all necessary or advisable precautions for the safety of all persons and property at, on, or near its work. Contractor shall comply with all applicable provisions of federal, state and local safety laws and building codes and any safety regulations of OEU. Contractor shall erect and maintain all necessary or advisable safeguards, as required by the conditions and progress of work, for the protection of workers and the public and shall post danger signs warning against the hazards created by its work.
2. In case of any emergency involving danger to life or property, the Contractor shall act with good judgment to prevent or minimize injury or damage to life or property.
3. Contractor shall not permit or suffer the introduction of alcoholic beverages or neither liquors nor any narcotics upon the work embraced by this purchase order or upon any grounds owned or controlled by City. Contractor shall not permit entry upon the work or into City grounds of any employee of the Contractor or of any subcontractor of Contractor who is under the influence of any alcoholic beverage or liquor or any narcotic (whether or not medically prescribed), or any non-narcotic drug or medication where the fact of such influence may be dangerous to the employee, to the public, to the work, or to City's grounds, facilities, personnel.
4. Contractor shall be fully responsible for the provision of adequate and proper safety precautions meeting all OSHA, local, state, and national codes concerning safety provisions for their employees, sub-contractors, all building and site occupants, staff, public, and all persons in or around the work area.
5. In no event shall the City be responsible for any damages to any of the Contractor's equipment, materials, property, or clothing lost, damaged, destroyed or stolen.
6. Prior to completion, storage and adequate protection of all material and equipment will be the Contractor's responsibility.

PROTECTION OF WORK AND PROPERTY

1. Contractor shall protect all work and property from damage or loss that may result from the performance of this purchase order. Should its work be suspended temporarily, Contractor shall take such steps as may be necessary or advisable to protect it against damage or loss.
2. Work or property destroyed, damaged, or lost, except by act of omission of OEU, shall be replaced or repaired to OEU's satisfaction at the Contractor's expense.
3. Should any work or property require such replacement or repair prior to the final payment, and the Contractor fails or refuses to replace or repair it in accordance with the purchase order, OEU may replace or repair such work or property, or in case of damage to the property of a third party, reimburse the private property owner thereof and deduct the cost of such replacement, repair or reimbursement from any funds due or to become due to the Contractor under the purchase order, or, if final payment has been made, Contractor shall reimburse OEU such amounts.

INSPECTION OF WORK

1. All work performed by the Contractor is subject to inspection and approval by OEU. Any work not meeting OEU or generally accepted line clearance standards or turned in falsely will be redone at no cost to OEU. If subsequent inspections are required after the initial follow up the actual cost shall be billed to Contractor.
2. The presence of OEU personnel shall not in any way alter, modify, or lessen the obligation of the Contractor to comply with the requirements of this purchase order.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

3. Any inspection by OEU's personnel shall not be considered as an acceptance of waiver of warranty or other rights of the work inspected.
4. If the inspection results in a determination of unsatisfactory performance, on the part of the Contractor, the non-conforming work shall be corrected.

ACCEPTANCE INSPECTION

1. Twice monthly, the General Foreman over the Contractor's work shall schedule time to ride out completed sections of circuit with Utility Arborist. Notated circuit maps shall be provided with measurements clearly marked.
2. All work that is not in accordance with the Contract shall be noted by location. All such work shall be repaired at no cost to OEU before final invoice is approved for payment.

APPROVAL OF WORK

All work shall be subject to the approval of OEU. Contractor shall perform all work in such a manner as to comply with the Contract. OEU shall have the authority to stop the work without cost or liability whenever such stoppage is necessary to ensure proper compliance with the Contract.

CORRECTION OF WORK

1. Contractor shall promptly correct all work deemed by OEU as failing to conform to the specifications. Contractor shall promptly remedy the lack of performance and execute the work in accordance with the specifications, without expense to OEU.
2. If the Contractor fails to correct work deemed by OEU as failing to comply with the construction standards or project drawings/specifications within a reasonable time after notice has been given to the Contractor, OEU may correct such work at the expense of the Contractor. Such expense may be deducted by OEU from any payments due or to become due to the Contractor or, if final payment has been made, the Contractor shall reimburse OEU such amounts.

WORK PROCEDURE

1. Work performed under this Agreement will be performed near energized electrical conductors of OEU's Electric Distribution and Transmission System.
2. Contractor will establish and conform to safe work practices appropriate for such work. Contractor will comply with operating procedures established by OEU for such work and all procedures used to perform such work shall conform to federal OSHA, ANSI Z-133, and State of Florida, local requirements.
3. OEU reserves the right to delegate line clearance projects. Contractor agrees to respond to all assignments and provide additional time and equipment crews as requested 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.
4. It is the Contractor's responsibility to document instruction and training of his employees of possible hazards involved in working around energized conductors.
5. The Contractor responsible for tree pruning and right-of-way clearing will coordinate all work locations with OEU representative in order to assure continuity and maximum benefit to OEU.

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

6. Before starting work in an area where energized primary conductors are involved, the Contractor or someone assigned the responsibility by him/her will notify the System Control Dispatcher of the circuit number, work location and crew doing the work.
7. If the Contractor's Foreman feels the conditions warrant it, he/she will arrange with OEU representative to have the automatic re-closer turned off (Request a Hold on the Circuit). If this action is taken, it is imperative that the crews remain in radio contact with the System Control Dispatcher in the event there is an accidental trip-out so electric service can be restored in the shortest possible time. At the end of the workday, the System Control Dispatcher shall be notified of the crews leaving the area. If the automatic re-closer has been turned off, the OEU representative will have the responsibility to turn it back on.
8. In the event of severe weather entering our service area, every effort must be made to restore all circuits to normal operating conditions as soon as possible. Safe work practices shall be followed at all times and where special requirements or hazards exist, they shall be made known to OEU representative and worked in the safest manner practical.
9. In the event of a serious accident where assistance is needed, the Contractor shall notify the System Control Dispatcher of the type assistance needed, the location and the crew number.
10. The caller shall stay by the radio until the System Control Dispatcher has all the information necessary in order to get emergency equipment to their location.
11. If the Contractor's crew is without radio equipment, contact for emergency aid shall be made through the 911 emergency telephone number.

RADIO EQUIPMENT

1. OEU will provide 2-way radios as agreed, one of which is for Circuit Trimming Crews, for the purpose of maintaining field communications between OEU and the Contractor. This shall be provided at no cost to the Contractor and shall be returned to OEU at the termination of this Agreement. The Contractor shall assume responsibility for the radios while they are issued to him/her.
2. Contractor shall provide its own communication equipment between its crews, supervisors, and OEU personnel. Control Center Dispatch shall have access to all crews for verification of crew status.

TIME SHEETS

Time sheets will be turned into the Utility Arborist each pay period. The time sheet must show a work location for each day along with the usual names, rates and hours worked of each crew member and the equipment used.

TREE TRIM AREA MAPS

OEU will provide the Contractor with one (1) copy of OEU Circuit/Tree Trim Area Maps to facilitate routing crews. One copy of these maps shall be retained by the supervisor as a record showing when specific areas were pruned. A copy of the Tree Trim Area Map shall be returned to OEU Arborist when the work is completed in that area.

NOTIFICATION OF PROPERTY OWNERS

1. Contractor shall be responsible for contacting property owners prior to pruning in a given area to discuss specific work needed, obtain signatures, and arrange for access. Contractor shall provide a courtesy

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

notification when the actual pruning will be performed. Contractor personnel contacting property owners shall be polite, courteous, and as neat as possible.

2. Contractor shall supply all supervisory employees with identification having the employee's photograph, employee's name, company logo, and telephone number permanently affixed. Contractor's employees shall have this identification on their person at all times while working on OEU's customer property.
3. If for any reason the Contractor must prune in areas where permission has not been secured; it shall be the Contractor's responsibility to advise property owners that pruning is to be performed before commencing whenever reasonable. Where the Contractor is unable to secure permission from property owners for required clearances, it shall be documented, and proceed to prune taking as much as acceptable by property owner.
4. Contractor is expected to make every effort to notify property owners. Owners contacted by door hanger who have made no response shall be considered notified unless door hangers are not removed. In the event of an unresponsive property owner, an effort shall be made to contact by phone if a number can be obtained. If unable to contact customer, trimming shall proceed as routine, but removals over four (4) inches in diameter shall be left and noted on maps for the Utility Arborist to address.
5. The supervisor and foreman shall use their best effort in trying to secure the desired clearances.
6. Trees burning in the conductor, or dangerous/hazardous trees, where the property owner refuses permission to prune or remove, must be reported in writing to the Utility Arborist. A "Tree Work Refusal" form or signed door hanger may be used for this purpose with suitable notations that a property owner refused permission. One copy of the form shall be retained by the Contractor for his/her records.
7. Contractor shall obtain written permission for all tree removals and make every attempt to remove all nuisance trees along OEU's easement. The cost to remove trees along the pruning path are considered incidental in per-mile cost.

CONTRACTOR RESPONSIBILITIES

1. Contractor shall complete all work performed under this solicitation in accordance with policies and procedures of the City of Ocala and all applicable state and federal laws, policies, procedures, and guidelines.
2. Contractor shall obtain and pay for any and licenses, additional equipment, dumping and/or disposal fees, etc., required to fulfill this Agreement.
3. Contractor is responsible for any and all damages including but not limited to buildings, curbing, pavement, landscaping, or irrigation systems caused by their activity. Should any public or private property be damaged or destroyed, the Contractor at its expense, shall repair or make restoration as acceptable to the City of destroyed or damaged property no later than one (1) month from the date damage occurred.
4. If the Contractor is advised to leave a property by the property owner or their representative, the Contractor shall leave at once without altercation. Contractor shall then contact the City Project Manager within 24 hours and advise of the reason for not completing the assigned project.

SITE HOUSEKEEPING AND CLEANUP

1. **Cleanup:** Contractor shall keep the premises free at all times from accumulation of waste materials and rubbish caused by operations and employees. Such responsibilities shall include but not limited to:

Exhibit A – SCOPE OF WORK**CONTRACT# ELE/230159**

- A. Periodic cleanup to avoid hazards or interference with operations at the site, and to leave the site in a reasonable neat condition.
 - B. Work site will be completely cleaned after each day of work.
 - C. Contractor shall dispose of debris in a legal manner.
2. **Final Cleaning:** Upon completion of work, clean entire work area as applicable.
- A. All furnishings and equipment shall be placed back in the original locations.
 - B. All work areas must be returned to original condition.
 - C. Contractor shall clean and remove from the premises, all surplus and discarded materials, rubbish, and temporary structures, and shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the work and shall have the work in a neat and presentable condition. *Note: Any and all debris shall be removed from the premises. New construction debris, trash, etc., shall not be left or buried on site.*

PRICING

The City shall pay Contractor only for the actual units that Contractor provides, installs, or constructs.

Exhibit B – Price Proposal**CONTRACT# ELE/230159**

ITEM	DESCRIPTION	Hourly Rate Year 1	Hourly Rate Year 2	Hourly Rate Year 3	Overtime Rate (% over regular rate)
1	General Foreman (3 years experience)	\$36.98	\$38.18	\$39.32	1.38%
2	Herbicide Specialist (1-year herbicide experience)	\$31.42	\$32.44	\$33.41	1.38%
3	Foreman A (1 year experience)	\$34.10	\$35.20	\$36.26	1.38%
4	Foreman B (Entry Level)	\$33.72	\$34.81	\$35.85	1.38%
5	Climber/Trimmer A (1 year experience)	\$29.89	\$30.86	\$31.78	1.38%
6	Climber/Trimmer B (Entry Level)	\$29.13	\$30.06	\$30.97	1.38%
7	Groundman (Entry Level)	\$24.53	\$25.32	\$26.08	1.38%
8	55' aerial bucket truck w/dump body	\$17.70	\$17.87	\$18.05	
9	60'-70' ft. aerial bucket truck w/dump body	\$22.53	\$22.75	\$22.97	
10	Disc Chipper	\$5.55	\$5.66	\$5.78	
11	Jaraff	\$55.24	\$56.35	\$57.47	
12	Tractor	\$26.07	\$26.59	\$27.12	
13	Mower Deck	\$1.93	\$1.97	\$2.01	
14	Support truck	\$11.45	\$11.68	\$11.92	
15	All-Terrain Vehicle	\$8.23	\$8.39	\$8.56	
16	Loader truck	\$38.08	\$38.84	\$39.61	
17	Split Dump Truck	\$11.80	\$12.04	\$12.28	
18	Squirt Boom	\$17.40	\$17.75	\$18.11	
19	Back Yard Bucket	\$28.68	\$29.25	\$29.84	
20	GF Truck	\$22.47	\$22.92	\$23.38	
21	Stump Grinder	\$42.12	\$42.97	\$43.83	
22	Skid Steer w/mulcher//trailer	\$50.62	\$51.63	\$52.66	
23	Handheld Sprayer	\$0.59	\$0.61	\$0.62	

Low-growing shrubs and small trees, which will not conflict with power lines, should be left growing where utility easements and rights-of-way are adjacent to drainage ditches, bodies of water, and natural woodlands, or where customers prefer a natural barrier.

These species may be reduced in height, directionally trimmed or removed to provide line clearance and clearance around poles and guys as required.

Common Name	Botanical Name
Native Plum	Prunus sp.
Native Hawthorn	Crataegus sp.
Bayberry/Wax Myrtle	Myrica cerifera
Fringe Tree	Chionanthus virginicus
Wild Olive	Osmanthus americanus
Gall-berry	Ilex glabra
Yaupon holly	Ilex vomitoria
Elderberry	<i>Sambucus nigra</i> subspecies <i>canadensis</i>
Willow	<i>Salix caroliniana</i>

This list is representative of native species growing in the Marion County area, but is in no way comprehensive or exclusive.

Contractor's Supervisors should be knowledgeable of local species and aware of beneficial versus invasive species populating the Marion County area.

If Contractor's employees are unsure of species identity, information may be obtained from the Utility Arborist, local County Agent or Forester, or by independent research.

Certificate Of Completion

Envelope Id: C531DB8BB0784895A7FBB96E904325FB

Subject: FOR SIGNATURE - Tree Trimming and Line Clearance Services (ELE/230159)

Source Envelope:

Document Pages: 33

Certificate Pages: 5

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Patricia Lewis
110 SE Watula Avenue
City Hall, Third Floor
Ocala, FL 34471
plewis@ocalafl.org
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plewis@ocalafl.org

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Signer Events

Michael J. Mittiga

michael.mittiga@davey.com

Vice President & GM

Security Level: Email, Account Authentication (None)

DocuSigned by:

Michael J. Mittiga

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Signature Adoption: Pre-selected Style

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Signed: 3/30/2023 8:23:14 AM

Electronic Record and Signature Disclosure:
Accepted: 3/30/2023 8:22:08 AM
ID: e4a0b22c-a3d5-4f7f-932b-61238089cc98

William E. Sexton

wsexton@ocalafl.org

City Attorney

City of Ocala

Security Level: Email, Account Authentication (None)

DocuSigned by:

William E. Sexton

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In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

The Davey Tree Expert Company

rachel.palmer@davey.com

Security Level: Email, Account Authentication (None)

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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	3/31/2023 10:27:39 AM
Completed	Security Checked	3/31/2023 10:27:39 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

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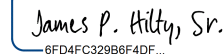
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jhilty@ocalafl.org

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ajacobs@ocalafl.org

April 19

City of Ocala

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Envelope Summary Events	Status	Timestamps
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