

## Resolution No. 2962

**A Resolution of the City of Sanford, Florida, amending the City's annual operating budget for the fiscal year beginning October 1, 2020 and ending September 30, 2021; providing for implementing administrative actions; providing for a savings provision; providing for conflicts; providing for severability and providing for an effective date.**

**Whereas**, the Commission of the City of Sanford, Florida has adopted an annual operating budget for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 specifying certain projected revenues and expenditures for the operations of Sanford municipal government; and

**Whereas**, the City's budget presumes that each department generally will, to the best of their ability, maintain its expenditures within its allocated budgeted level and exercise prudence in expending funds during the course of the City's fiscal year; and

**Whereas**, from time-to-time circumstances and events may require that the original City budget may need revision; and

**Whereas**, the City Commission, in its judgment and discretion, has the authority to adjust the budget to more closely coincide with actual and expected events.

**Now, therefore, be it adopted and resolved by the City Commission of the City of Sanford, Florida as follows:**

### **Section 1. Adoption of Budget Amendment.**

The annual operating budget of the City of Sanford for the fiscal year beginning October 1, 2020 and terminating on September 30, 2021 is hereby revised and amended by Attachment "A". The Attachment is hereby incorporated into this Resolution as if fully set forth herein verbatim. Except as amended herein, the annual operating budget for the City of Sanford for fiscal year beginning October 1, 2020 and

terminating on September 30, 2021 shall remain in full force and effect.

**Section 2. Implementing administrative actions.**

The City Manager, or designee, is hereby authorized and directed to implement the provisions of this Resolution by means of such administrative actions as may be deemed necessary and appropriate.

**Section 3. Savings.**

The prior actions of the City of Sanford relating to the adoption of the City budget and related activities are hereby ratified and affirmed.

**Section 4. Conflicts.**

All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed.

**Section 5. Severability.**

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 6. Effective Date.**

This Resolution shall become effective immediately upon enactment.

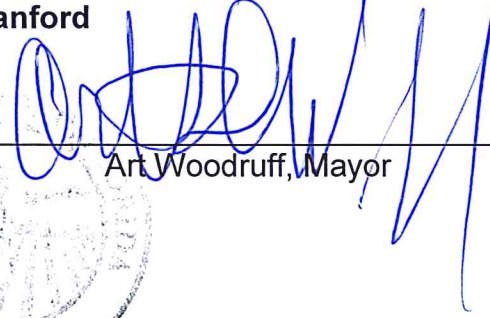
Passed and adopted this 28<sup>th</sup> day of June, 2021.

Attest:

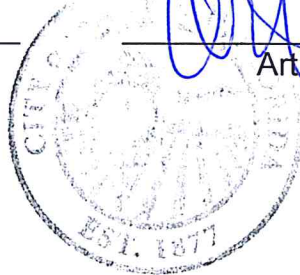
City Commission of the City of  
Sanford



Traci Houchin, MMC, FCRM  
City Clerk



Art Woodruff, Mayor



For use and reliance of the Sanford  
City Commission only.  
Approved as to form and legality.



William Colbert, City Attorney



CITY OF  
**SANFORD**  
FLORIDA

WS \_\_ RM X

Item No. 8.C

**CITY COMMISSION MEMORANDUM 21-152**  
**JUNE 14, 2021 AGENDA**

**TO:** Honorable Mayor and Members of the City Commission  
**PREPARED BY:** Pete Wilson, Street Superintendent  
**SUBMITTED BY:** Norton N. Bonaparte, Jr., City Manager  
**SUBJECT:** Budget Amendment and Procurement for A Budget Tree Service, Inc.

**STRATEGIC PRIORITIES:**

- Unify Downtown & the Waterfront
- Promote the City's Distinct Culture
- Update Regulatory Framework
- Redevelop and Revitalize Disadvantaged Communities

**SYNOPSIS:**

Approval of Resolution No. 2962 amending the budget, and approval to procure the services of A Budget Tree Service, Inc. are requested.

**FISCAL/STAFFING STATEMENT:**

Funds in the amount of \$50,000 are available in the Tree Mitigation Revenue Fund.

**BACKGROUND:**

Budget Tree Services, Inc. will provide proactive tree trimming and removal of trees located on the City's rights of way before significant storms occur. The funds will be transferred from the Tree Mitigation Fund into the Public Works, Streets Division account.

The services of Budget Tree Services, Inc. was competitively bid under Seminole County Bid #IFB-602138-14/TLR, thus the City will piggyback the Seminole County procurement. The piggyback process is a program of cooperative bidding which may be used by public bodies, public entities and political subdivisions throughout the State; and it satisfies all purchasing requirements applicable to the City.

**LEGAL REVIEW:**

No legal review is needed for this Budget Amendment and Procurement

**RECOMMENDATION:**

City staff recommends that the City Commission to approve Resolution No. 2962 to amend the budget in an amount not to exceed \$50,000, and authorize procurement of services to A Budget Tree Services, Inc.

**SUGGESTED MOTION:**

“I move to approve Resolution No. 2962 to amend the budget in the amount not to exceed \$50,000, and authorize procurement of services from A Budget Tree Service, Inc.

- Attachments: (1). Budget Amendment Resolution No. 2962  
(2). Request for A Budget Amendment  
(3). PBA 19/20-61 – A Budget Tree Service, Inc.

# ATTACHMENT A REQUEST FOR BUDGET AMENDMENT

Fiscal Year 2021  
Department: Public Works

Division: Streets

5/24/2021

**CHANGES IN REVENUES**

REVENUE ACCOUNT NUMBER						Current	Current	Amount of	Adjusted
Fund	Revenue	Act Cd	Ele	Project #	Revenue Account Title	Budget	Balance	Change	Unrealized
001	0000	343	91	01	Tree Mitigation Fund	\$ -	\$ 65,000	\$ 50,000	50,000
						\$ -	\$ -		-
<b>TOTAL CHANGES IN REVENUES</b>								<b>\$ 50,000</b>	

**CHANGES IN EXPENDITURES**

EXPENDITURE ACCOUNT NUMBER						Current	Current	Amount of	Remaining	
Fund	Dpt/Div	Activity	Obj	Ele	Project #	Expenditure Account Title	Budget	Balance	Change	Balance
001	4047	541	46	0		repairs and maintenance	\$ 133,600	\$ 34,539	\$ 50,000	\$ 183,600
										-
										-
										-
<b>TOTAL CHANGES IN EXPENDITURES</b>								<b>\$ 50,000</b>		

REASON FOR AMENDMENT: Tree Mitigation

DIRECTOR APPROVAL: *[Signature]*

DATE: 4/25/21

FINANCE APPROVAL: *Peter J Staffieri*

DATE: 06/03/2021

CITY MANAGER APPROVAL: *[Signature]*

DATE: 6/2/21

CITY COMMISSION AGENDA DATE: JUNE 28, 2021

APPROVED **YES**

**FOR FINANCE USE**

Entry Date: 06/07/2021  
S. Posey

Batch Number: B# 3624

Document #: BA 09-101

Res# 2962  
CCM# 21-152

**A Budget Tree Service, Inc. Piggyback Contract (PBA 19/20-61) (Tree Trimming, Removal And Stump Grinding Services)**

The City of Sanford ("City") enters this "Piggyback" Contract with A Budget Tree Service, Inc., a Florida corporation (hereinafter referred to as the "Vendor"), whose address is 710 East State Road 434, Winter Springs, Florida 32708, under the terms and conditions hereinafter provided. The City and the Vendor agree as follows:

(1). The Purchasing Policy for the City of Sanford allows for "piggybacking" contracts. Pursuant to this procedure, the City is allowed to piggyback an existing government contract, and there is no need to obtain formal or informal quotations, proposals or bids. The parties agree that the Vendor has entered a contract with Seminole County, Florida, said contract being identified as "Term Contract For Tree Trimming, Removal And Stump Grinding (IFB-602138-14/THL)", as may have been amended, in order for the Vendor to provide an array of services relating to tree trimming, removal and stump grinding and related goods and services to the City as the City may deem desirable (said original contract being referred to as the "original government contract").

(2). The original government contract documents are incorporated herein by reference and is attached as Exhibit "A" to this contract. All of the terms and conditions set out in the original government contract are fully binding on the parties and said terms and conditions are incorporated herein; provided, however, that the City will negotiate and enter work orders/purchase orders with the Vendor in accordance with City policies and procedures for particular goods and services. All pricing shall be F.O.B., City Hall, City of Sanford with most favored nation pricing.

(3). Notwithstanding the requirement that the original government contract is fully binding on the parties, the parties have agreed to modify certain technical provisions of the original government contract as applied to this Contract between the Vendor and the City, as follows:

(a). Time Period ("Term") of this Contract: (state N/A if this is not applicable). N/A. Notwithstanding any provisions, however, this Contract shall not be operative for a period of time exceeding 5 years.

(b). Insurance Requirements of this Contract: See attached exhibit relating to City insurance requirements.

(c). Any other provisions of the original government contract that will be modified: (state N/A if this is not applicable). N/A.

(d). Address change for the City: Notwithstanding the address and contact information for the government entity as set out in the original government contract, the Vendor agrees that he/she/it shall send notices, invoices and shall conduct all business with the City to the attention of City Manager, at: City of Sanford, 300 North Park Avenue; Sanford, Florida 32771. The City Manager's designated representative for this Contract is:

Ms. Marisol Ordoñez  
Purchasing Manager  
Finance-Purchasing Division  
City of Sanford  
Post Office Box 1788  
Sanford, Florida 32772  
Phone: 407.688.5028  
E-mail address: Marisol.Ordonez@Sanfordfl.gov

(e). Notwithstanding anything in the original government contract to the contrary, the venue of any dispute will be in Seminole County, Florida. Litigation between



the parties arising out of this Contract shall be in Seminole County, Florida in the Court of appropriate jurisdiction. The law of Florida shall control any dispute between the parties arising out of or related to this Contract, the performance thereof or any products or services delivered pursuant to such Contract.

(f). Notwithstanding any other provision in the original government contract to the contrary, there shall be no arbitration with respect to any dispute between the parties arising out of this Contract. Dispute resolution shall be through voluntary and non-binding mediation, negotiation or litigation in the court of appropriate jurisdiction in Seminole County, Florida, with the parties bearing the costs of their own legal fees with respect to any dispute resolution, including litigation.

(g). All the goods and services to be provided or performed shall be in conformance with commonly accepted industry and professional codes and standards, standards of the City, and the laws of any Federal, State or local regulatory agency.

(h).

**(I). IF THE CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S (VENDOR'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 688-5012, TRACI HOUCHIN, CMC, FCRM, CITY CLERK, CITY OF SANFORD, CITY HALL, 300 NORTH PARK AVENUE, SANFORD, FLORIDA 32771, TRACI.HOUCHIN@SANFORDFL.GOV.**

(II). In order to comply with Section 119.0701, *Florida Statutes*, public records laws, the Vendor must:

(A). Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(B). Provide the public with access to public records on the same terms and conditions that the City would provide the records and 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.

(D). Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(III). If the Vendor does not comply with a public records request, the City shall enforce the contract provisions in accordance with this Agreement.

(IV). Failure by the Vendor to grant such public access and comply with public records requests shall be grounds for immediate unilateral cancellation of this Agreement by the City. The Vendor shall promptly provide the City with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the City with a copy of the Vendor's response to each such request.

(i). All other provisions in the original government contract are fully binding on the parties and will represent the agreement between the City and the Vendor.


Entered this 19<sup>th</sup> day of ~~February~~ <sup>March</sup>, 2020.

Attest:



Timothy Meagher  
Director/Secretary

**A Budget Tree Service, Inc., a Florida corporation.**

By: 

Dale E. Meagher  
President/Treasurer

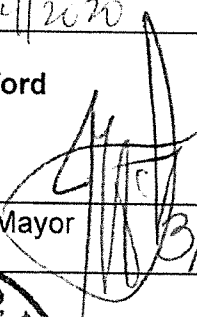
Date: 3/4/2020

Attest:



Traci Houchin, City Clerk, CMC, FCRM

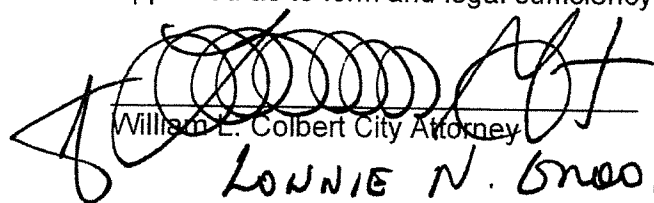
**City Of Sanford**

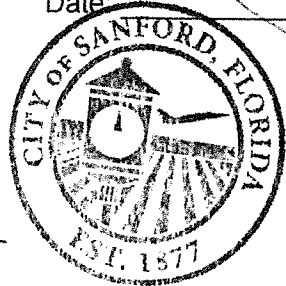
By: 

Jeff Triplett, Mayor

Date: 3/19/20

Approved as to form and legal sufficiency.

  
William E. Colbert City Attorney  
**LONNIE N. SMOOT**  
**ATA**



**Exhibit "A"**

[Attach original government contract]

**FIRST AMENDMENT TO TERM CONTRACT FOR TREE TRIMMING,  
REMOVAL, AND STUMP GRINDING  
(IFB-602138-14/TLR)**

THIS FIRST AMENDMENT is made and entered into this 28 day of October, 2014 and is to that certain Agreement made and entered into on the 21st day of January, 2015, between **A BUDGET TREE SERVICE, INC.**, whose address is 710 East State Road 434, Winter Springs, Florida 32708, in this Amendment referred to as "CONTRACTOR," and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Amendment referred to as "COUNTY."

**WITNESSETH:**

**WHEREAS**, CONTRACTOR and COUNTY entered into the above referenced Agreement on January 21, 2015, to provide tree trimming, removal, and stump grinding services to COUNTY; and

**WHEREAS**, the parties desire to amend the Agreement in order to add a new Section, and to enable both parties to continue to enjoy the mutual benefits the Agreement provides; and

**WHEREAS**, Section 21 of the Agreement provides that any amendments will be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. The following Section 30 is hereby added to the Agreement:

**Section 30. Addendum.** COUNTY and CONTRACTOR shall comply with the terms of Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, which is attached to and incorporated in this Agreement. Addendum


A controls over any contrary provision elsewhere in this Agreement, but only applies to work performed or services provided by CONTRACTOR as a result of a disaster.

2. Addendum A - Federal Emergency Management Agency (FEMA) Additional Terms for Seminole County Contracts, as attached to this First Amendment, is hereby attached to and incorporated into the Agreement.

3. Except as modified by this First Amendment, all terms and conditions of the original Agreement, as previously amended, remain in full force and effect for the term of the Agreement.

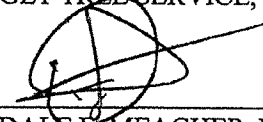
**IN WITNESS WHEREOF**, the parties have executed this First Amendment for the purposes stated above.

ATTEST:

  
\_\_\_\_\_  
TIMOTHY MEAGHER, Secretary

(CORPORATE SEAL)

A BUDGET TREE SERVICE, INC.

By:   
\_\_\_\_\_  
DALE E. MEAGHER, President

Date: 10/24/19

*[Signature page continues on Page 3.]*

SEMINOLE COUNTY, FLORIDA

Tammy Roberts  
Witness

By: Heide Reed  
BETSY COHEN, Acting Purchasing and  
Contracts Manager

Tammy Roberts  
Print Name

Date: October 28, 2019

Patricia Coble  
Witness

PATRICIA J. COBLE  
Print Name

For the use and reliance of  
Seminole County only.

Within the authority delegated by the County  
Manager pursuant to Section 3.554, Seminole  
County Administrative Code.

Approved as to form and  
legal sufficiency.

David A. Phillips  
County Attorney

DGS/dre  
10/16/19  
Attachment

Addendum A - Addendum A Federal Emergency Management Agency (FEMA) Additional  
Terms for Seminole County Contracts

T:\Users\Legal Secretary CSB\Purchasing 2019\FB-602138 Budget Tree 1st Amendment for FEMA Addendum.docx

## **ADDENDUM A**

### **FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**

### **ADDITIONAL TERMS FOR SEMINOLE COUNTY CONTRACTS**

These FEMA Contract Terms are made a part of the Agreement between Seminole County and the Contractor or Consultant named in the Contract or Agreement to which this Addendum is attached and incorporated by reference.

#### **Definitions**

The term "Contractor", as used throughout this Addendum, means the Contractor, Provider, Consultant, or similar such term, as named in the Contract or Agreement.

The term "Contract", as used throughout this Addendum, means the underlying Agreement or Contract to which this Addendum is attached and incorporated by reference.

#### **General Provisions**

- A. Contractor provides services that the County may require in the event of a hurricane or other disaster. Contractor acknowledges and agrees that, in such event, the County may apply to the State of Florida or the federal government for funds that will be used to pay Contractor or reimburse the County for payments made to Contractor. FEMA will only consider reimbursing contracts that contain the requisite FEMA provisions. Contractor desires to be eligible to be awarded disaster work and be compensated through federal funds. The County and Contractor agree that with respect to any services or work performed or provided by Contractor or its subcontractors under the Contract arising or related to a disaster event, the provisions set forth in this Addendum and the most recent version of the United States Department of Transportation Federal Highway Administration's Form FHWA-1273, which is incorporated into this Addendum by reference, (collectively, the "FEMA Requirements") apply. The FEMA Requirements will only modify the Contract upon the provision by Contractor of work or services required as a result of a disaster. The terms and conditions of the Contract and the FEMA Requirements should be read to operate in concert, except where directly in conflict.

In the event of a conflict between the FEMA Requirements listed in this Addendum and other provisions of the Contract, the FEMA Requirements will govern and prevail.



- B Contracts that receive funding derived from federal grants must comply with federal guidelines. The federal funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.
- C. Payment. Payment will be based on the unit rates/prices pursuant to the Contract Fee Schedule. Contractor shall submit invoices covering no more than a 30 day period.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses**

- 1. Remedies. In the event of a breach or violation of the Contract by Contractor, in addition to any other remedies provided for in the Contract or to which the County may be entitled at law or in equity, Contractor will be subject to debarment or suspension from consideration for the award of additional contracts from the County, including, but not limited to, contracts related to disaster relief or recovery, pursuant to the terms and procedures set forth in all applicable County codes.
- 2. Termination for Convenience. The County may terminate this Contract at its convenience with or without cause upon written notice of termination to Contractor. In the event of such a termination by the County, the County will be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders that cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination. Notwithstanding the preceding, under no circumstances will the County be liable to Contractor for lost profits or overhead for work, materials, or services not performed by Contractor or delivered by Contractor to the County.
- 3. Equal Employment Opportunity (Applicable to All FEMA Construction Contracts and required by 41 C.F.R. Part 60-61-1.4(b))

During the performance of this Contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

considerations for employment without regard to race, color, religion, sex, or national origin.

- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
4. Davis Bacon Act and Copeland Anti-Kickback Act (Applicable to Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program construction contracts in excess of \$2,000.00. Not applicable to other FEMA grant and cooperative agreement programs,

including the Public Assistance Program; Davis Bacon Act--40 USC s. 3141-3144 and 3146-3148, 2 CFR Part 200, Appendix II; Copeland Anti-Kickback Act--40 USC s. 3145) In situations where the Davis Bacon Act does not apply, neither does the Copeland Anti-Kickback Act.

#### Compliance with Davis Bacon Act

- (1) The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis Bacon Act as amended, and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Contract. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation must be made available to the County for review upon request. Current applicable wage rates will be attached to the Contract if applicable.
- (2) The Contractor agrees that all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing under this Addendum is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

#### Compliance with Copeland Anti-Kickback Act

- (1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act (Applicable to all FEMA contracts in excess of \$100,000 that involve the employment of mechanics or laborers; 29 CFR Part 5; 2 CFR Part 22, Appendix II, E)
  - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
  - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”
6. Rights to Inventions Made Under a Contract or Agreement (Applicable if FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”. Does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program. 37 CFR Part 401; 2 CFR Part 200, Appendix II, F).

The Contractor acknowledges that it must comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by FEMA.

7. Clean Air Act and the Federal Water Pollution Control Act (Applicable to Contracts in Excess of \$150,000)

Clean Air Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (Applicable to All FEMA Contracts and Subcontracts; Executive Order 12549, Executive Order 12689, 2 CFR Part 180; 2 CFR Part 3000)

- (1)

- a. By signing this Addendum, the Contractor is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The Contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Contractor to furnish a certification or an explanation will disqualify such a person from participation in this transaction.
- c. The Contractor shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- d. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State, and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.”
9. Certification Regarding Use of Contract Funds for Lobbying (Byrd Anti-Lobbying (31 USC s. 1352) Applicable to contracts in excess of \$100,000. 2 CFR Part 200, Appendix II)
- (1)
    - (1) The Contractor certifies, by signing this Addendum, to the best of Contractor’s knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (2) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
  - (3) The Contractor also agrees that Contractor shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
10. Procurement of Recovered Materials (Applicable to all FEMA contracts, 42 USC s. 6962; 2 CFR Part 200, Appendix II, K; 2 CFR s. 200.322)
- (1) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
    - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
    - (b) Meeting contract performance requirements; or
    - (c) At a reasonable price.

- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

11. Additional FEMA Requirements

a. Access to Records (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

- (1) The Contractor agrees to provide the County, State, FEMA, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) The Contractor agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the date of termination or expiration of the Contract, except in the event of litigation or settlement of claims arising from the performance of the Contract, in which case Contractor agrees to maintain same until the County, the State, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. DHS Seal, Logo and Flags (Applicable to all FEMA contracts; DHS Standard Terms and Conditions, v. 3.0 XXV)

The Contractor shall not use the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials without specific FEMA approval.

13. Compliance with State and Federal Reporting Requirements Contractor and its subcontractors shall comply with and the Contract is subject to the requirements and regulations of the Federal Emergency Management Agency and the State of Florida Division of Emergency Management pertaining to reporting.

14. No Obligation by the Federal Government - Applicable to all FEMA contracts)

- (1) Absent the express written consent by the Federal Government, the Federal Government or FEMA is not a party to the Contract and shall not be subject to any



obligations or liabilities to the County, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- (2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

15. Fraud and False or Fraudulent or Related Acts - (Applicable to all FEMA contracts)

The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

**Additional FEMA Provisions**

16. Civil Rights (Applicable to All FEMA Contracts) - The following requirements will apply to the Contract and any subcontracts:

- (1) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §623, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age.
- (2) Disabilities. In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities, and which prohibits discrimination in the areas of employment, public accommodations, transportation, telecommunications and government services.

17. Compliance with Federal Law, Regulations, and Executive Orders - (Applicable to all FEMA contracts)

This is an acknowledgement that FEMA financial assistance will be used to fund the Contract only. The Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives as applicable, including but not limited to:

- 1 The Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 USC Sec. 5121, et. seq.
- 2 Resource Conservation and Recovery Act
- 3 National Historic Preservation Act

- 4 Mandatory Standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act
18. Immigration and Naturalization Act. - (Applicable to all FEMA contracts)
- Contractor shall not knowingly employ unauthorized alien workers in violation of 8 USC §1324a (e) [§74A (e) of the Immigration and Nationality Act] and such employment of unauthorized aliens shall be grounds for unilateral termination of the Contract/Agreement.
19. Indemnity of Funding Entities. - (Applicable to all FEMA contracts)
- Contractor hereby agrees to indemnify and hold harmless the State of Florida, the Government of the United States of America (including but not limited to the Federal Emergency Management Agency and the Federal Highway Administration) and the County and their officers, agents, employees and elected officials from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees for trial and appeal, and for the preparation of same arising out of Contractor's, its officers, agents, employees and subcontractors' acts or omissions associated with this Contract.
20. Performance and Payment Bonds. (Applicable to all FEMA contracts)
- If not already required under the Contract, and if requested by the County, the Contractor shall, prior to the commencement of operations, furnish a Performance and Payment Bond, executed by a surety company authorized to do business in the State of Florida, in the amount of the estimated contract value, which bond must be conditioned upon the successful completion of all work, labor, services and materials to be provided and furnished under the contract and the payment of all subcontractors, materials and laborers. Such bonds must be subject to the approval by the County.
21. Materials and Supplies. (Applicable to all FEMA contracts)
- All manufactured and unmanufactured articles, materials and supplies which are acquired for public use under this Contract have been produced in the United States as required by 41 USC §10a, unless it would not be in the public interest or unreasonable in cost.
22. Subcontracts. (Applicable to all FEMA contracts)
- To the extent applicable, the Contractor shall cause the inclusion of the provisions of this Addendum in all subcontracts.

DGS/dre

8/29/19

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Part 4  
Fee Schedule

**GROUP A - TREE REMOVAL:** Measured according to N.A.A. standards. All tree diameters will be measured at breast height.

**A-1 ROUTINE / SCHEDULED**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	75	EA	\$ 51.00	\$ 3,825.00
002	>12" to 24" diameter	250	EA	\$ 374.00	\$ 93,500.00
003	>24" to 36" diameter	35	EA	\$ 865.00	\$ 30,275.00
004	>36" diameter	25	EA	\$ 400.00	\$ 10,000.00
005	Palm Tree	10	EA	\$ 125.00	\$ 1,250.00

SUBTOTAL A-1 \$ 138,850.00

**A-2 EMERGENCY 24 HOUR RESPONSE**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	25	EA	\$ 51.00	\$ 1,275.00
002	>12" to 24" diameter	50	EA	\$ 374.00	\$ 18,700.00
003	>24" to 36" diameter	20	EA	\$ 365.00	\$ 7,300.00
004	>36" diameter	5	EA	\$ 1,600.00	\$ 8,000.00

SUBTOTAL A-2 \$ 45,275.00

**A-3 UNDER BRUSHING**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	0" to 4" diameter	75,000	LF	\$ 0.00875	\$ 656.25

SUBTOTAL A-3 \$ 656.25

Company Name: Professional Tree Service, Inc.

**GROUP B - STUMP GRINDING:** Measured according to N.A.A. standards.

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**B-1 ROUTINE / SCHEDULED**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	75	EA	\$ 52.00	\$ 3900.00
002	>12" to 24" diameter	250	EA	\$ 105.00	\$ 26,250.00
003	>24" to 36" diameter	35	EA	\$ 180.00	\$ 6300.00
004	>36" diameter	25	EA	\$ 277.00	\$ 6925.00

**SUBTOTAL B-1** \$ 43,375.00

**B-2 EMERGENCY 24 HR. RESPONSE**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	4" to 12" diameter	5	EA	\$ 52.00	\$ 260.00
002	>12" to 24" diameter	10	EA	\$ 105.00	\$ 1050.00
003	>24" to 36" diameter	15	EA	\$ 180.00	\$ 2700.00
004	>36" diameter	5	EA	\$ 277.00	\$ 1385.00

**SUBTOTAL B-2** \$ 5395.00

Company Name: A Budget Tree Service Inc

**GROUP C - TREE TRIMMING:** These prices shall be inclusive of trimming in a systematic method to include all clearance issues as well as any items such as streetlights, signals and street signs.

**C-1 ROUTINE / SCHEDULED**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	Clearance Trimming	500,000	LF	\$ 0.54	\$ 270,000.00
002	Street Lights	200	EA	\$ 12.00	\$ 2,400.00
003	Palm Tree (includes removal of boots)	100	EA	\$ 38.00	\$ 3,800.00

SUBTOTAL C-1 \$ 276,200.00

**C-2 EMERGENCY RESPONSE**

Item No.	Description	Estimated Qty.	Units	Unit Price	Total Price
001	Clearance Trimming	15,000	LF	\$ 0.54	\$ 8,100.00

SUBTOTAL C-2 \$ 8,100.00

Company Name: Pratt & Associates, Inc.

**GROUP D. CREW /EQUIPMENT RESPONSE PARTNER**

This is to include a Bucket Truck with a minimum 50-foot boom mounted on a truck chassis and a brush chipper with a minimum of 75 hp. Fee Schedule for these crews must include all direct and indirect cost associated with the work. The county will pay a minimum of 3 hours to mobilize and demobilize. Crews must be available for service 24 hours from initial call.

CREWS	ROUTINE / SCHEDULED		
	BY THE HOUR	BY THE WEEK	BY THE MONTH
1 Bucket Truck 1 Chipper 2 Men	\$ <u>100.00</u> / Hour	\$ <u>100.00/HR</u> / Week	\$ <u>100.00/HR</u> / Month
1 Bucket Truck 1 Chipper 3 Men	\$ <u>150.00</u> / Hour	\$ <u>150.00/HR</u> / Week	\$ <u>150.00/HR</u> / Month
1 Bucket Truck 1 Chipper Truck 1 Chipper 3 Men	\$ <u>150.00</u> / Hour	\$ <u>150.00/HR</u> / Week	\$ <u>150.00/HR</u> / Month
1 Bucket Truck 1 Chipper Truck 1 Chipper 4 Men	\$ <u>200.00</u> / Hour	\$ <u>200.00/HR</u> / Week	\$ <u>200.00/HR</u> / Month
Per extra Chipper	\$ <u>7.00</u> / Hour	\$ <u>7.00/HR</u> / Week	\$ <u>7.00/HR</u> / Month
Per extra Bucket Truck	\$ <u>22.50</u> / Hour	\$ <u>22.50/HR</u> / Week	\$ <u>22.50/HR</u> / Month
Per extra Ground Person	\$ <u>50.00</u> / Hour	\$ <u>50.00/HR</u> / Week	\$ <u>50.00/HR</u> / Month

Company Name: A Budget Tree Service, Inc

