



ADDENDUM NO. 1

2019-068

Annual Contract for Electric Distribution Line Clearance, Tree Trimming, Right-of-Way Maintenance, Weed Control and Related Work

DATE: July 23, 2019

RESPONSE DUE DATE: August 1, 2019

NOTE: This addendum has been issued only to all holders of record of the Specifications. The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary.

Added:

The term of the Contract will be three (3) years and may be renewed for two (2) additional years.

Revised:

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8.0 PRICING RESPONSE FORM**8.3 Cost Schedule A - Price Adjustment for Fuel**

The Monthly Fuel Gauge Report (Gainesville, FL average) for diesel and gasoline fuel published by AAA and available at www.fuelgaugereport.com will be used to determine fuel adjustments which only apply to equipment that uses fuel in its operation. The billing rate adjustment will be in increments of 1% for every \$0.15 change in average fuel prices. (Example: \$0.12 is no increase, \$0.20 is 1%, and \$0.32 is 2%)

Fuel costs will be firm for the initial quarter of the contract (through December 31, ~~2013~~ **2018**). Contractor may request a cost adjustment no more than once per calendar quarter thereafter. Rates will only be adjusted if the change (increase or decrease) exceeds \$0.15. Reference Date is the effective date of the contract, subsequently, the date of the most recent adjustment. Calendar quarters will be January 1 thru March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. The adjustment, if approved, will be effective the Monday following the date GRU receives a request that complies with the above. **Requests must be sent to purchasing@gru.com.**

GRU may impose a cost adjustment based on the above calculations. Such adjustment will be effective the Monday following the date Contractor receives notice of the adjustment, including the data and calculations used to determine the adjustment. GRU reserves the right to withhold an amount reflecting a properly imposed GRU cost adjustment from payment of any invoice for work performed after the effective date of the adjustment that fails to accurately reflect the adjustment.

8.4 Cost Schedule B – Price Adjustment for Living Wage Compliance

GRU will adjust the rates annually effective March 1st to maintain compliance with City of Gainesville ordinance ~~#020663~~ **#080755**. The minimum rate for classification of Line Clearance Apprentice will continue to match the per hour rate for “employees without health insurance coverage” with the remaining classifications adjusted by the same percentage. Contractor’s overhead rate will not be adjusted. GRU will send the Contractor a notice in mid-February of the new rates along with back-up documentation from City of Gainesville Human Resources/Organizational Development Department.

Should the living wage rates decrease, GRU may elect to keep the then current rates or negotiate new rates.

Per the ordinance, the living wage rate without health insurance is the annual poverty guideline for a family of four divided by 2080 hours + \$1.25
<http://aspe.hhs.gov/poverty/13poverty.cfm>

<http://www.cityofgainesville.org/Portals/0/bf/DoingBusiness/LIVING%20WAGE%20RATES%202019.pdf>

Attachments:

- Exhibit 1 Pre-Bid Agenda
- Exhibit 2 Sign In Sheet for Pre-Bid Meeting

Jessie C. Moseley, CPPB
Procurement Specialist III

ACKNOWLEDGEMENT:

Each Respondent shall acknowledge receipt of this Addendum No.1 by signing below, and shall attach a copy of this Addendum to the response or by filling in the Addenda section in the RESPONDENT’s CERTIFICATION FORM located in the FORMS Section.

Respondent Signature: _____

Pre-Bid Meeting Agenda
EITB – 2019-068
Annual Contract for Electric Distribution Line Clearance,
Tree Trimming, Right-of-Way Maintenance, Weed Control and Related Work
July 11, 2019

1. Key Staff Working on Project

Name	Role
	Department/ Facility
Eric Harris	Electric T&D Manager

2. Attendance Attending the pre-bid meeting is (mandatory/non-mandatory) to submit a Bid – be sure to sign-in.

3. Bidding Schedule/Procedures The following schedule is anticipated:

- All questions to GRU by **7/18/2019**.
- Bid due date is **2:00 pm on 8/1/2019**.
- **Response must be in the possession of DemandStar by 2:00 p.m. on the due date. Please verify that you have actually uploaded your**
- **Late bids will not be considered.**

4. Term of Agreement (will be added in Addendum)

The term of the Contract shall commence upon execution and terminate 3 years later.

The Contract may be renewed for two (2) additional years, upon mutual agreement of the parties and negotiation of the contract prices.

Beyond the extensions described above, this Contract may be extended for an additional six (6) months to allow for completion of a new agreement between the Parties.

5. Questions All questions shall be in directed in writing to GRU's Procurement Specialist:

Jessie Cason Moseley
E-mail: moseleyjc@gru.com

- Only questions answered by formal addenda will be binding; Oral interpretations will be without legal effect.

6. Lobbying & Blackout Period

- To ensure fair consideration and consistent and accurate dissemination of information for all proposers, the City prohibits communication to or with any department, employee, or agent evaluating or considering the proposals during the submission process, except as authorized by the contact person. During the blackout period as defined herein, except as pursuant to an authorized appeal, no person may lobby, as defined herein, on behalf of a competing party in

a particular procurement process, City officials or employees except the purchasing designated staff contact in the purchasing division. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred. The blackout period means the period between the time the solicitation response is received by GRU Purchasing and the time City officials and employees award the contract. Lobbying means when any natural person, for compensation, seeks to influence the governmental decision-making, to encourage the passage, defeat or modification of any proposal, recommendation or decision by City officials and employees, except as authorized by procurement documents.

- Pursuant to Chapter 287.057 (23), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

7. Coordination of the Work

- **Coordination.** The Contractor shall coordinate all activity with the Project Representative, *information will be provided in the final contract.*
- **Work Schedule.** The normal workday is Monday to Friday from ~~8:00~~ 7:00 am to 3:30 pm. Excluding city holidays; unless prior written approval has been obtained from the project representative.

8. Submittal

The Bidder shall submit the following with their Bid:

- **Pricing Response Form**

1. Cost Schedule A - Equipment Billing Rates

The bidder shall indicate the hourly billing rates for the specified equipment. The equipment rates shall be firm for the duration of the contract, except for the adjustment of fuel costs in accordance with Section 8.3 below.

The rates shall include all overhead expenses for maintenance and operation of the equipment (including fuel).

2. Cost Schedule B - Labor Billing Rates

The Contractor shall pay their personnel, at a minimum, the amount indicated for each classification on the bid form. The overhead rate is to cover the Contractor's overhead and profit for administering the contract. The hourly billing rate is the amount to be paid to the Contractor for the work performed under this contract.

Overtime rates shall apply to work performed beyond the forty hour work week as authorized by GRU.

GRU reserves the right to periodically audit wage earnings to ensure compliance with GRU's requirements

3. Cost Schedule A – Price Adjustment for Fuel

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4. Cost Schedule B – Price Adjustment for Living Wage Compliance

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<http://www.cityofgainesville.org/Portals/0/bf/DoingBusiness/LIVING%20WAGE%20RATES%202019.pdf>

- Five (5) references from Utility Customers, other than GRU within the past five (5) years. At least three (3) references shall be work performed in the Southeastern U.S. (FL, GA, MS, AL, SC). Each example must include a **current contact name, phone number and email** for the Owner's project representative as well as geographic area, dates of work and number of crews.
- Respondent's Certification
- Drug-Free Workplace Certification Form
- Living Wage Ordinance Decision Tree
- Certification of Compliance With Living Wage
- Subcontractor Information Form
- If small business enterprise (SBE) or service disabled veteran enterprise (SDVE), provide evidence that you are certified by the City of Gainesville Equal Opportunity Department (EO) in order to receive the preference.
- If local business, provide Business Tax Receipt and Zoning Compliance Permit with the City of Gainesville in order to receive the preference.
- a. **Clarifications and Exceptions** - Any deviations to the Contract Documents must be explained in detail on sheets attached to the Response Form on and labeled *Clarifications and Exceptions*. Otherwise the Owner assumes the Responses are in strict compliance with the Contract Documents.

If you decide not to bid on this project please send in the "**Non Submittal Form**" located in your solicitation package.

9. Minimum Requirements

- a. According to the solicitation.
Minimum Requirements for Services.
- b. Insurance: The successful Bidder will be required to carry the insurance limits specified by GRU.
- c. Contractor must meet business registration requirements for the State of Florida.
- d. Contractor must meet licensing requirements to work in the State of Florida.

10. Scope

Brief description of work given by project manager (found in solicitation, Attachment 3, Technical Specifications/Statement of Work).

(Revised 7/11/2019)

SIGN-IN SHEET

7/11/2019 @ 1:00 p.m.

Non-Mandatory Pre-Bid Meeting Agenda

Energy Delivery GIS Project

EOC Building 2, Room 2150/2151

PLEASE PRINT CLEARLY

	COMPANY NAME	YOUR NAME	PHONE NUMBER	E-MAIL ADDRESS
1	GRU	Donald Glisson	386 937-1271	glissonde@gru.com
2	Lewis Tree	Denny Carter	904-813-4020	wcarter@lewis-tree.com
3	Bufford Tree	Bob Smith	352-335-5145	robert-smith@burfordstree.com
4	Asplundh Tree	Gary Henderson	352-427-1106	ghenderson@asplundh.com
5	Asplundh	David Craddock	321-610-0249	Craddock@asplundh.com
6	GRU	Jim Wolf	352-393-1697	wolfj@gru.com
7	GRU	Mike Kennedy	352 538 1403	Kennedy md@GRU.com
8	GRU	Billy Hartwell	352-316-1655	hartwell@GRU.com
9	GRU	Eric Harris	352-393-1539	harris@gru.com
10	GRU	Jessie C. Mosley	352-393-1252	mosleyjc@gru.com