

THE CITY OF MENTOR
8500 CIVIC CENTER BOULEVARD
MENTOR, OH 44060

SPECIFICATIONS AND BID FORMS FOR THE FOLLOWING:

FORESTRY MAINTENANCE

CONTENTS:

I.	LEGAL NOTICE	Page LN-1
II.	INSTRUCTIONS TO BIDDERS	Pages IB-1/4
III.	BUSINESS ENTITY RESOLUTION.....	Page BER-1
IV.	BID SUBJECT TO ACCEPTANCE AS CONTRACT	BSAC-1, 2-3
V.	SPECIFICATIONS.....	Pages 4 - 13
VI.	PROPOSAL-CONTRACT FORM.....	Page 14-15
VII.	STATEMENT OF BIDDER QUALIFICATIONS.....	Pages 16 – 17
VIII.	PREVAILING WAGE	N/A

CITY OF MENTOR
PURCHASING OFFICE

September 10, 2014

12:00 noon

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT AND A PROPERLY EXECUTED ***BID SUBJECT TO ACCEPTANCE AS CONTRACT***.

BID SUBJECT TO ACCEPTANCE AS CONTRACT (BSAC-1) PAGE AVAILABLE ONLY BY CONTACTING VERONICA FETSKO, fetsko@cityofmentor.com OR 440-974-5776.

I. LEGAL NOTICE

ADVERTISEMENT FOR BIDS/PUBLIC NOTICE TO BIDDERS

Sealed proposals will be received at the office of the Purchasing Department, City of Mentor, 8500 Civic Center Boulevard, Mentor, Ohio until 12:00 Noon on September 10, 2014 and will be opened and read immediately thereafter for the following project

FORESTRY MAINTENANCE

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/category/rfp or RFP's will be available for pick-up at the Purchasing Office for the cost of printing bid proposal. The bidder shall be responsible to check for Addenda and obtain same from the website.

Kenneth Filipiak, City Manager
(cityofmentor.com)

NEWS HERALD:

PUBLISH DATES:

September 3, 2014
September 10, 2014

II.

INSTRUCTIONS TO BIDDERS

The Instructions to Bidders governs, except where amended by the Specifications.

The Bidder is responsible for reading and understanding all items herein:

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

2. **DEFINITIONS:**

- A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.
- B. The term "City" shall mean the City of Mentor, Ohio.
- C. "Calendar Day" shall mean every day shown on the calendar.
- D. "City Manager" shall mean the Mentor City Manager or his duly authorized representative.

3. **PROPOSAL:** To be entitled to consideration, a proposal must be made in accordance with the following instructions:

- A. **Preparation:** Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

- B. **Names of Bidders:** Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

- C. **Delivery:** The proposal shall be sealed in an envelope, addressed to:

City of Mentor
c/o Purchasing Department
8500 Civic Center Boulevard
Mentor, Ohio 44060

and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

- D. **Proposal to Include All Work:** Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.
- E. **Withdrawal of Proposal:** Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.
- F. **Acceptance or Rejection of Proposal:** The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

- G. Proposal Bond or Check: Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of five (5) percent of the proposal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.
- H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.
- I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.
- J. Informal Proposals: Proposals may be rejected for the following reasons:
- 1) If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.
 - 2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
 - 3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.
 - 4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.
4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.
- B. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.
- 1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.
 - 2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.
 - 3) Proposal prices that obviously are unbalanced.
5. WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.
6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.
7. TAX EXEMPTIONS: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.
- The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.
8. DISCRIMINATION: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.
- Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work

under this contract on account of race, creed, color, age, sex or handicap.

9. **INSURANCE:** If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:

- (a) Commercial General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit. Coverage is to include contractual liability, a per project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract, (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.
- (b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than \$1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.
- (c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

10. **LIABILITY:** The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the

Bidder under contract, until such claims shall have been discharged.

11. **ROYALTIES AND/OR LICENSE FEES:** The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.
12. **ASSIGNMENT OF CONTRACT:** The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.
13. **CANCELLATION:** Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.
14. **CONTROL OF WORK:** The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.
15. **CLAIMS FOR ADJUSTMENT AND DISPUTES:** If, in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.
16. **DURATION OF CONTRACT:** The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.

17. PURCHASES: After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.

18. DELIVERY: The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

19. PAYMENT OF INVOICES: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

20. CONTRACT BOND: The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. **Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.**

21. GENERAL: Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties,

including, where applicable, warranties of merchantability and fitness for a particular purpose.

22. WAIVERABILITY: The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.

23. PREVAILING WAGE: Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.

24. TAXES: Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

QUESTIONS: Call the Finance Department at (440) 974-5776.

III. BUSINESS ENTITY RESOLUTION

_____, of _____
(Name of Officer) (Name of Business Entity)

an _____ Business Entity hereby certifies that the following is a true
(State where incorporated/organized if applicable)

and correct copy of a resolution duly adopted by the Board of Directors of _____,
(Business Entity Name)

on _____, _____, to wit:
(Month, Day) (Year)

“Resolved, that _____* of this Business Entity, namely
(Name of Officer)

_____, be and he/she hereby is authorized and directed to enter into any and all
(Title of Officer)

contracts, bid guaranty and performance bonds with **THE CITY OF MENTOR, OHIO**, for the purpose of

furnishing labor and/or materials as to _____
(Title of Bid)

at such price and upon such terms and conditions, including any amendments or modifications thereto, as

said _____ in his/her sole discretion shall deem best,
(Title of Officer)

and that said actions shall be binding upon the Business Entity.

“Resolved, further, that said _____* be, and he/she further is
(Name of Officer)

hereby authorized and directed to execute and deliver unto said **CITY OF MENTOR, OHIO** other
instruments which in his/her discretion he/she shall deem necessary to carry out the forgoing resolution.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Business
Entity (if applicable) at _____ this _____ day of _____,
and I further certify that said resolution is still in force and effect.

SECRETARY

SEAL

BER-1

*Name must agree with ***BID SUBJECT TO ACCEPTANCE AS CONTRACT*** signature.

IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

**PAGE AVAILABLE ONLY BY CONTACTING VERONICA FETSKO,
fetsko@cityofmentor.com OR 440-974-5776.**

V. SPECIFICATIONS FOR FORESTRY MAINTENANCE

These specifications describe the work to be performed to provide all labor, supervision, equipment, services and expertise by one contractor required to accomplish forestry maintenance work in the City of Mentor. This work is potentially hazardous, requires specific expertise and, therefore, is to be performed by a contractor who derives its major income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service, including work in close proximity to utility lines. The scope of work for this contract will include tree removal, tree pruning, stump removal and the planting of new trees. The City of Mentor will require a substantive list of work/contract references.

A. GENERAL REQUIREMENTS

1. Definitions:
 - a. Reference: Reference to any other specifications or standards means the latest revision in effect on date of invitation to bid. This set of specifications governs when disagreement with a reference specification occurs.
 - b. Specified: Means specified in a reference to bid.
 - c. ANSI Z-133.1-2000: American Standard of Tree Worker Safety.
 - d. ANSI A300-2001: Standard Practices for trees, shrubs and other woody plant material involving Tree Pruning Guidelines, published by the ISA.
 - e. City Administrator: The City's representative who will administer the technical aspects of this tree pruning, removal and maintenance contract.
 - f. Contractor: A company that obtains the majority of its annual revenue from planting, pruning, removing or maintaining trees and/or shrubbery. Contractor must possess an ISA Certified Arborist License.
2. Basis for Award: Contract award will be based on lowest total of all items in each category (A-D), on a per unit basis. A separate contract may be awarded in each category at the option of the City of Mentor.
3. Location: Tree work will be limited to trees and stumps on all parks, public lands and public right-of-way within the corporate limits of the

City of Mentor. **Trees may be off roadway and/or may be inaccessible by trucks and cranes.**

4. Prices Bid: Prices will include all labor, materials, tools, equipment and transportation necessary for the proper execution of the work and all provisions necessary to protect workmen and the general public. The successful bidder must supply all the necessary equipment to complete the project.
5. Contract Period: This contract shall be in effect from date of award through September 30, 2016.
6. Proposal (Bid) Bond: Section 3G of the Instructions to Bidders is hereby amended. A certified check or bid bond in the amount of \$2,000.00 must accompany all bids.
7. Contract (Performance) Bond: Section 20 of the Instructions to Bidders is hereby amended. The successful bidder will be required to furnish a contract bond in the amount of \$10,000.00.
8. Insurance: The contractor shall be fully insured as specified in the Instructions to Bidders, Section 9, naming the City of Mentor as additional insured, and shall be covered by State Workers' Compensation during the life of this contract.
9. Supervision: The contractor will consult with the City of Mentor concerning details and scheduling of all work and will have a supervisor in charge at the work site to whom the City may issue directives, and who shall accept and act upon such directives. The supervisor in charge of the work crew will be able to read, write and speak English competently.
10. Inspections: The City of Mentor is to be notified upon the completion of each day's work. At its discretion, the City will inspect work no less than five (5) days prior to the completion of any scheduled work period. The City will perform a final contract inspection. Contractor will request the final inspection, in writing, at least five (5) days prior to contract ending date.
11. Traffic Control: Traffic control is the total responsibility of the contractor and is to be in conformance with the Ohio Manual of Uniform Traffic Control Devices.
12. Utility Agencies: Should the work occur near/around overhead or under-ground utility installations, the contractor is solely responsible for

notifying any relevant agency, should the need arise for assistance from the utility.

13. Safety:

- a. The work performed will conform to the most current revision of the American National Standards Institute (ANSI) Standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, and Removing Trees and for Cutting Brush) in addition to any OSHA, state and local regulations. For reference, a copy of ANSI Z-133.1 is on file in the City of Mentor, and by this reference is made part of this contract.
- b. If electrical hazards exist on a work site, tree workers must meet the requirements of OSHA's CFR 1910.269. Electrical hazards exist when a worker, tool or any conductive object is closer than ten feet (10') to an energized overhead conductor of 50kV or less. Consult ANSI Z133.1, tables 1 and 2, for a complete list of approach distances and nominal voltages.

14. Hours of Work: The contractor will perform the majority of work Monday through Friday 8:00 a.m. to 5:00 p.m.; however, the City of Mentor reserves the right to assign work at any time as circumstances direct.

15. Emergencies:

- a. The contractor will provide the City of Mentor with a 24-hour emergency call-out telephone number.
- b. In the event of an emergency the City of Mentor will notify the contractor. The contractor will be expected to be at the work site within two (2) hours of the initial contact. A penalty of \$25.00/hour (or portion thereof) will be assessed for contractor lateness.
- c. So that emergency clean-up can take place in a quick and effective manner, the City reserves the right to secure additional crews from the contractor or other companies able and equipped to perform the work described in this contract.

16. Storm and Other Damage Clean-up: The City of Mentor may assign on an as-needed emergency basis work involving fallen limbs, cracked or hanging limbs and fallen trees caused by storms, landslides, vehicular accidents or other events.

As determined by the City of Mentor, if a tree standing on private property is involved, all debris will be placed back on the private property so as to clear the right-of-way. If a public tree is involved, all wood cleanup is the responsibility of the contractor. Damaged trees involving buildings, vehicles and other property are worked on in a manner that minimizes further damage to such property.

17. Prevailing Wage: Within this maintenance contract only, routine trimming, removal of trees, stumps, brush cutting, etc., is not subject to prevailing wage rates.
18. Payments:
 - a. Partial billing, but not more frequently than bi-weekly, is acceptable. Billing for work along any street may not be made until the contractor completes all work on that street, except on hourly work previously described.
 - b. Work for contract is based on annual needs. Since these totals may vary from estimated quantities, payment is made according to the actual number of trees pruned, removed, stumps ground and/or hours worked. Ten percent (10%) of each invoice may be withheld until the contractor's work is completed to the satisfaction of the City of Mentor. At the City's discretion, a retainer in the amount of five percent (5%) of all work performed may be held until after leaves appear on the trees in the spring and the contractor corrects any problems which may not have been apparent during the dormant season.

B. MINIMUM SPECIFICATIONS

1. Tree Damage: Climbing irons, spurs or spikes are not to be used on trees to be pruned. Rope injury to tree from loading out heavy limbs should be avoided. Any tree damage caused by the contractor is to be repaired immediately to the satisfaction of the City of Mentor, at no additional charge to the City. Any tree damaged beyond repair, as judged by the City, is to be removed at no additional expense to the City and the dollar value for a replacement tree will be due the City by the contractor.
2. Pruning:
 - a. All pruning is performed according to ANSI A300 standards.
 - b. General Instructions: All requirements and recommendations of ANSI A300 Section 5 shall be adhered to. The City of Mentor may

specify additional requirements when necessary. General requirements and recommendations of ANSI A300 Section 5 include, but are not limited to:

- 1) Tree inspection requirement,
- 2) Tool and equipment use,
- 3) Pruning cut technique, and
- 4) Wound treatment restrictions.

c. Objectives: The following objectives shall direct contractors in specific pruning work:

- 1) Hazard reduction pruning per ANSI A300, to reduce danger to specific targets, such a property, pedestrians and residents, caused by visibly defined hazards in a tree.
- 2) Maintenance pruning per ANSI A300, to maintain or improve the health and structure of a tree.

d. Specifics for hazard reduction pruning operations:

- 1) Primary concern shall be in removing dead wood.
- 2) Additional attention shall be given to reducing the weight of branches or stems with included bark.

e. Specifics for maintenance pruning operations:

- 1) Improve the structure of trees with co-dominant stems by reducing the weight toward the ends of all but one (1) co-dominant stem.
- 2) Allow more light to penetrate tree's crown and reduce damage from windstorms, snow or ice loads.

f. Pruning Types: The following pruning types shall be used to meet pruning objectives:

- 1) Crown Cleaning: Crown cleaning shall consist of selective removal of one or more of the following items: dead, dying, diseased, weak branches and waterspouts from a tree's crown. In reducing weight to meet hazard reduction objectives, main scaffold limbs with included bark shall be reduced by thirty-three

percent (33%) by thinning branches two inches (2") or greater at the end of the limbs and/or by removing the end of the limb using a drop-crotch cut.

- 2) Crown Thinning: Crown thinning shall consist of selective removal of branches to increase light penetration, air movement and reduce weight.
 - 3) Crown Reduction (crown shaping): Crown reduction reduces the top, sides or individual limbs by removing the leader or longest portion of a limb to a lateral no less than one-third (1/3) of the total diameter of the original limb, and removing no more than twenty-five percent (25%) of leaf surface.
 - 4) Crown Restoration: Crown restoration pruning should improve structure, form and appearance of trees that have been severely headed, vandalized or storm damaged.
- g. Pruning Size Specifications (the following size specifications shall be followed to meet the objectives):
- 1) Live branches less than one-and-one-half inches (1-1/2") in diameter should not be removed.
 - 2) Dead branches one-and-one-half inches (1-1/2") in diameter or larger at the base shall be removed from the canopy of all trees pruned.
 - 3) Authorization from the City administrator is necessary before removing any branch greater than six inches (6") in diameter.
 - 4) No more than twenty-five percent (25%) of live foliage should be removed from a single tree.
- h. The use of bucket trucks does not excuse the contractor from climbing trees to reach portions inaccessible to buckets.
- i. If, while pruning a tree, the contractor discovers a problem that the tree should be removed, the contractor shall notify the City of the problem and wait for City direction before resuming work on that tree.
- j. Before any work begins, the City of Mentor will meet with the contractor's representative to discuss the project. This meeting will occur at a place and time determined by the City and will cover the

pruning and removal methods required by the City under this contract.

3. Planting

The City of Mentor requests pricing for the planting of those trees listed in the attached bidding document. The trees must be 2" DBH and planted in accordance with the following specifications.

4. Removal: Only trees marked as such by the City of Mentor are to be removed. Trees are to be topped before removal. No tree or trunk shall be felled onto pavement. The stump must be removed as outlined under section B-8. The work sites are to be left equal to, or cleaner than, pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property unless written permission has been obtained from the property owner.

5. Wood Products:

- a. All chips and grinding debris remain property of the City of Mentor and are to be taken to a storage area designated by the City, unless otherwise directed. The products are to be kept separate at a storage area in piles as compact as possible. All wood and debris such as street sweeping and leaves not converted to chip is to be disposed of by the contractor at his/her expense.
- b. If the wood chips produced are stringy or otherwise of substandard quality for use as mulch, the City of Mentor may order re-chipping or sharpening of the contractor's chipper blades.

6. Diameter Limit: The contractor will not perform work on any trees measuring less than six inches (6") DBH, unless directed to do so by the City of Mentor.

7. Damages: Damages done by the contractor to any person or property, public or private, are the sole responsibility of the contractor and are to be repaired, or compensated for, by the contractor to the satisfaction of both the injured party and the City of Mentor, at no cost to the City.

8. Stump Grinding:

- a. Exposed roots and trunks will be ground out to a depth of twelve inches (12") below ground level. Unless otherwise directed, all grinding debris is to be hauled to a storage yard, topsoil will be used to fill the hole, the area seeded with grass seed and then mulched with straw or another acceptable material.

- b. The space formerly occupied by the trunk must be made level with the surrounding area to allow for easy mowing.
 - c. Unless otherwise directed, stump grinding is to be completed within two (2) days of tree removal.
- 9. Hourly Work: Some work will be performed on trees to provide clearance for lights, signs, etc. Work on trees with trunks or stems measuring less than six inches (6") DBH may be required, as well as work on heavily wooded areas of municipal parks and street rights-of-way. Removal of trunks less than five feet (5') tall may be necessary. This work is to be bid on an hourly basis, using a three-person, fully equipped crew with an aerial truck and branch chipper. Work done in wooded park areas may not be accessible to equipment and will require a climbing crew using ropes. Personnel will be trained in climbing, pruning and other techniques of tree removal. The crew will be expected to remove all cut wood and debris. Stump removal will be a separate bid item.
- 10. Coordination of Work: Work is to be completed within three (3) weeks of contractor's receipt of purchase order. If separate crews perform the pruning/removal and stump grinding operations of this contract, they alone are responsible for coordination of work schedules. Separate crews may work on separate streets, if the streets are close to each other. Each crew must complete the work on a particular street before moving to another street, unless the City gives permission to do otherwise.
- 11. Equipment: All bidders must have in their possession at time of bidding, trucks, devices, chippers, hand tools, aerial and other equipment and supplies that are necessary to perform work as outlined in these specifications. The City may inspect such equipment or agreements prior to awarding a contract.
- 12. Grant Requirements: The Common Rule for Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments require certain provisions to be included in contracts involving the expenditure of federal financial assistance. In the event Federal financial assistance is received for this contract, the following requirements apply:
 - a. The City of Mentor, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives may have access to any pertinent books, documents, papers and records of the contractor.

- b. All required records must be retained for three (3) years after final payments are made and all other pending matters closed.
 - c. The City may terminate this contract at any time for cause and for convenience by providing the contractor written notice.
13. References: If requested, the successful bidder will submit references of companies or municipalities where similar or like services performed. (listing names, addresses and telephone numbers for each reference) Also included should be any electric utility companies for which the contractor has performed tree work since August 1, 2002.

C. TREE PLANTING SPECIFICATIONS

- 1. Purpose: To increase transplanting success by providing the most current and acceptable tree planting procedures. This information, prepared in specification format, will convey specific requirements to contractors, developers, and/or volunteers. It contains the fundamental elements necessary to ensure transplanting success and is intended to be a template that can be expanded to address other project issues.
- 2. Assumptions: All plant material complies with American Standard for Nursery Stock ANSI Z60.1. All plant material has been selected based on site conditions and constraints.
- 3. Planting Balled and Burlapped Trees:
 - a. If not readily apparent, locate trunk flare by removing twine, burlap, and excess soil.
 - b. Dig tree hole at least two times wider than the root ball, with sides sloped to an unexcavated or firm base. Dig hole to a depth so the located trunk flare, at the first order lateral root, will be at finished grade.
 - c. Lifting only from the bottom of the root ball, position tree on firm pad so that it is straight and top of trunk flare is level with the surrounding soil.
 - d. Remove all twine from the root ball. If present, remove and discard at least the top one-half of the wire basket. At a minimum, burlap shall be removed from the top to a point halfway down the root ball and discarded. Ideally, all burlap and wire basket should be removed from the root ball.

- e. With clean, sharp pruning tools, prune off any secondary/adventitious, girdling, and potential girdling roots.
- f. For relatively undisturbed soil, backfill planting hole with existing un-amended soil, and thoroughly water. For heavy and/or compacted soils (up to 20 percent (by volume) of compost), may be mixed with the existing soil before backfilling and watering thoroughly.
- g. Mulch the entire planting surface with composted bark applied no less than two inches (2") deep and no more than three inches (3") deep, leaving three inches (3") adjacent to the tree trunk free of mulch.
- h. If protective staking is necessary, it shall consist of two stakes in conjunction with a wide, flexible tie material on the lower half of the tree (see diagram). Remove support staking and ties after the first year of growth

VI. PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio, the following items in accordance with the specifications and upon the terms and conditions of this proposal, providing this proposal or any part thereof is accepted as a contract by the City of Mentor.

NOTE: THIS IS **NOT** A PREVAILING WAGE PROJECT.

A. Tree Removal (including stump removal)

<u>Item #</u>	<u>Description</u>	<u>Cost/Tree</u>
A-1	6" - 12" DBH ¹	\$ _____
A-2	>12" - 18" DBH	\$ _____
A-3	>18" - 24" DBH	\$ _____
A-4	>24" - 30" DBH	\$ _____
A-5	>30" - 36" DBH	\$ _____
A-6	>36" - 42" DBH	\$ _____
A-7	>42" - 48" DBH	\$ _____
A-8	>48" - 54" DBH	\$ _____
A-9	>54" - 60" DBH	\$ _____
A-10	>60" - 80" DBH	\$ _____

B. Tree Pruning

<u>Item #</u>	<u>Description</u>	<u>Cost/Hour</u>
B-1	Three-person crews, full equipped	\$ _____

C. Stump Removal/Flush

<u>Item #</u>	<u>Description</u>	<u>Cost/Inch</u>
C-1	Stump Removal	\$ _____

D. Emergency Crews (Three-person crews fully equipped)

<u>Item #</u>	<u>Description</u>	<u>Cost/Hour</u>
D-1	Tree removal	\$ _____
D-2	Tree pruning	\$ _____

VI. PROPOSAL-CONTRACT FORM (continued)

E. Planting of New Trees

<u>Item #</u>	<u>Description</u>	<u>Cost/Tree</u>
E-1	River Birch	\$ _____
E-2	Swamp White Oak	\$ _____
E-3	Dawn Redwood	\$ _____
E-4	Green Mountain Sugar Maple	\$ _____
E-5	Sterling Silver Linden	\$ _____
E-6	Ruby Red Horse Chestnut	\$ _____
E-7	Hedge Maple	\$ _____
E-8	Goldenraintree	\$ _____
E-9	American Hornbeam	\$ _____
E-10	Sawtooth Oak	\$ _____
E-11	Ivory Silk Lilac	\$ _____
E-12	Spring Snow Crabapple	\$ _____
E-13	Drummond Grey Dogwood	\$ _____
E-14	Forest Pansy Eastern Redbud	\$ _____
E-15	Allegheny Serviceberry	\$ _____

KEY: ¹ DBH-Diameter of trunk or stem at four-and-one-half (4-1/2) feet above ground.

CONDITIONS:

The instructions to Bidders and the Specifications are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

VII. STATEMENT OF BIDDER QUALIFICATIONS

- 1) Years in business providing the goods or service requested in this bid _____
 - 2) Please list on a separate sheet(s), contracts with municipalities previously held, and now held. Please list by community name, contact person, address, phone number and scope of project (starting with the most recent).
 - 3) Is your company in satisfactory financial condition? Yes _____ No _____
 - 4) How many miles is your facility from the Mentor Municipal Center? _____
 - 5) Please list on a separate sheet(s) the equipment to be used in fulfilling this contract.
 - 6) Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs.
-

For the following questions, on a separate sheet, please describe in full the circumstances for any Yes answer.

- 7) Has your company had any business interruptions as a result of financial conditions in the past two (2) years? Yes _____ No _____
- 8) Has your company been rejected for a public contract despite being a low bidder for any reason? Yes _____ No _____
- 9) Has your company had any claims against or a performance bond cancelled? Yes _____ No _____
- 10) Has your company paid penalties or liquidated damages imposed as a result of delay on a public project? Yes _____ No _____
- 11) Has your company been found to have committed an unfair labor practice or any other employment/labor law violation in such areas as discrimination, prevailing wage, Workers' Compensation or OSHA? Yes _____ No _____
- 12) Has your company in the last three (3) years had a municipal contract cancelled or terminated? Yes _____ No _____

VII. STATEMENT OF BIDDER QUALIFICATIONS (continued)

BIDDER NAME (print/type): _____

BIDDER ADDRESS: _____

BIDDER CONTACT: _____

BIDDER PHONE NUMBER: _____

BIDDER FAX NUMBER: _____

BIDDER E-MAIL: _____

Federal Tax Identification Number _____

State Tax Identification Number _____