City of Mentor
BID SET

2022 City Wide Tree Planting Program

February 2022

Prepared under the supervision of

Approved By:
Matt Schweikert
Director of Public Works
Date: January 26, 2022

CITY OF MENTOR OFFICIALS

ADMINISTRATION

Kenneth J. Filipiak, City Manager

David W. Malinowski, Finance Director

Joseph P. Szeman, Law Director

David A. Swiger, City Engineer

Matthew Schweikert, Director of Public Works

Kenneth Kaminski, Director of Parks, Recreation and Public Facilities

Kevin Malecek, Director of Economic Development and International Trade

Kathy Mitchell, Planning Director

Kenneth K. Gunsch, Chief of Police

Robert Searles, Fire Chief

COUNCIL

Matthew E. Donovan, President

Scott J. Marn, Vice President

Sean P. Blake

Janet Dowling

Mark Freeman

John A. Krueger

Ray Kirchner

Julie Schiavoni, Clerk of Council

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

SPECIFICATIONS AND BID FORMS FOR:

2022 CITY WIDE TREE PLANTING PROJECT

CONTENTS:

I. LEGAL NOTICE ..... Page LN-1

II. INSTRUCTIONS TO BIDDERS ..... Pages IB-4B

III. BUSINESS ENTITY RESOLUTION..... Page BER-1

IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

see below ..... Page BAC 1
upon award ..... Pages BAC 2 - 6

V. SPECIFICATIONS..... Pages 7 - 13

VI. PROPOSAL-CONTRACT FORM ..... Pages 14 – 16

VII. STATEMENT OF BIDDER QUALIFICATIONS ..... Pages 17 - 18

CITY OF MENTOR
PURCHASING OFFICE

DATE: Friday, February 11, 2022

12:00 noon

ALL BIDS SUBMITTED MUST INCLUDE THE REQUIRED BID DEPOSIT AND A PROPERLY EXECUTED ***BID SUBJECT TO ACCEPTANCE AS CONTRACT*** (BAC-1).

Section IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT (BAC-1) has been intentionally omitted. Please contact VERONICA FETSKO, at fetsko@cityofmentor.com to arrange for a copy of the omitted form.

I. LEGAL NOTICE

The CITY OF MENTOR will receive sealed bids at the Purchasing Office, 8500 Civic Center Blvd., Mentor, Ohio 44060, until NOON (local time) on Friday, February 11, 2022 for:

2022 CITY WIDE TREE PLANTING PROGRAM

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. Bidders are responsible for checking for Addenda and obtaining any from the website.

Kenneth Filipiak, City Manager
(cityofmentor.com/news/legalnotices)

NEWS HERALD:

PUBLISH DATES:

January 28, 2022
February 4, 2022

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 ten (10) percent of the pro-

posal 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 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

*Name must agree with signature on page Bidders Acceptance to Contract

IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

Intentionally omitted, please contract Veronica Fetsko at 440-974-5776 or fetsko@cityofmentor.com.

B. NOTICE OF AWARD

Whereas, _____ responded to an invitation to bid as to City Wide Tree Planting Project and whereas said bid by _____ was approved by the City Council as the lowest and best bid, now, therefore, the City of Mentor awards the contract subject to final acceptance below to _____ to be performed pursuant to the terms and conditions specified in the following documents (component parts):

1. Instructions to Bidders
2. Bond or Certified Check
3. Specifications: General Requirements/Contractor's Responsibilities
4. Proposal/Contract Form
5. Other

SAMPLE

_____

Purchasing

_____

Date

C. VENDOR AGREEMENT

_____ hereby agrees to perform the services as bid and agrees to abide by all terms and conditions as identified. In the event of contradiction or ambiguity between the paragraphs contained in the *Instructions to Bidders* versus the other more specific paragraphs under *Specifications: General Requirements/ Contractor's Responsibilities, Proposal/Contract Form, Other,* the paragraphs in the *Specifications: General Requirements/Contractor's Responsibilities, Proposal/Contract Form and Other,* shall control. And whereas, the City of Mentor intends to be bound by the contract, it will pay to _____. the sums so stated in the *Proposal/Contract Form* upon satisfactory delivery of the goods and/or performance of the service.

_____, has reviewed the above component parts of the contract documents and finds no ambiguity in the terms and conditions thereof.

_____

Company

_____

Date

D. ACCEPTANCE BY THE CITY OF MENTOR

THE FOREGOING CONTRACT IS HEREBY ACCEPTED AS TO ALL OF THE COMPONENT PARTS AND, IN SPECIFIC, TO ITEM(S) #

Item(s) #

Pursuant to Ordinance Passed on _____.

By the Council of the City of Mentor, for the period through _____.

FUNDS AVAILABLE:

_____ _____

David W. Malinowski, ***Finance Director*** ***Date***

_____ _____

Kenneth J. Filipiak, ***City Manager*** ***Date***

APPROVED AS TO FORM:

_____ _____

Joseph P. Szeman, ***Law Director*** ***Date***

SAMPLE

ESCROW WAIVER

In accordance with a certain Contract between the City of Mentor, (hereinafter referred to as "the Owner") and _____ (hereinafter referred to as "the Contractor"), it is mutually agreed by and between the parties hereto that no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

CITY OF MENTOR

_____
Kenneth J. Filipiak, City Manager

COMPANY

_____
Company President

SAMPLE

DELINQUENT PERSONAL PROPERTY STATEMENT

_____ having been awarded a contract by the City of Mentor, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, shall be set forth below.

This statement shall be incorporated into the Contract made between the City of Mentor and _____ and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part hereof.

Delinquent Personal Property Tax $_____

Penalties $_____

Interest $_____

Signed:_____
Company President

Subscribed in my presence, and sworn to before me, this _____ day of _____, 2022.

Signed: _____
(Notary Public)

SAMPLE

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF LAKE

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").

2. The Contracting Party is a/an (select one):

   ☐ Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust;

   ☐ Corporation organized and existing under the laws of the State of _____;

   ☐ Labor organization.

3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.

4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992 (R)(3).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____day of _____, 2022.

_____

Notary Public

My commission expires: _____

V. SPECIFICATIONS FOR CITY WIDE SPRING TREE PLANTING PROJECT

Scope of Work

It is the City of Mentor's goal to hire a qualified contractor to plant new trees at various locations throughout the City. A large number of these trees will be located in the tree lawn of a new subdivision(s). Other trees will be planted in the tree lawns of residents throughout the City that have requested a new tree. The remainder will be planted at various City-owned properties. At this point (Jan 4, 2022) we know of approximately 230 locations. The City reserves the right to add more locations/trees up to the completion date for this contract.

A. GENERAL REQUIREMENTS

1. Specifications: The following items contain details specific to the terms of this contract proposal. Bidders are responsible for reading and understanding all terms set forth in these Specifications and those, also, in the "Instructions to Bidders". Failure to meet these requirements may disqualify a bidder's proposal.

   These specifications describe work to be performed for the planting of street trees within the corporate limits of Mentor, Ohio. It shall be the responsibility of the contractors and all subcontractors to perform all work applicable to their trade, whether or not specific mention is made of each item. This work is to be performed by a contractor who derives its majority income from landscape work and whose supervisors are properly trained. Appropriate training can include certification by a professional organization or formal education by an academic institution. *The City of Mentor requires contractors to submit proof of training and a list of work references.*

2. Intention: The City of Mentor plans to undertake a tree planting program within the City. It is estimated that approximately 230 trees will be planted; however, this number may vary. The majority of these trees will be planted in the public right-of-way. The remainder will be planted on City-owned property. The City reserves the right to reject any or all proposals. The successful bidder or bidders will be expected to provide all supervision, material, labor, equipment, service operations and expertise required to deliver, locate, plant and guarantee for one year. The successful bidder will be expected to water as needed for the first year.

3. Basis for Award: Contract award based on lowest unit cost average and on **contractor's record** with the City of Mentor. The City of Mentor reserves the right to accept any part of any bid and reject all or parts of any and all bids.

4. Duration of Contract: **Spring planting will occur through May 11, 2022.** Successful bidder is to notify City of reasonable planting schedule for 2022 and the balance to be completed in fall 2022 as necessary.

   Contractor will be notified of replacements prior to the one-year anniversary. If replacement trees cannot be planted before one-year anniversary, replacement trees will be planted in **Spring 2023** and contract will end on **November 30, 2023.**

5. Bid Items/Quantity: Each entry (species and estimated number of trees) within the Proposal-Contract form is considered a separate item. The City Administrator reserves the right to delete any item(s) because of an inability to obtain specified trees or other reasonable cause. The City of Mentor reserves the right to increase or decrease the estimated quantity as may be required.

6. Definitions:

   a. Reference - Reference to any other specifications or standards means the current revision in effect on the date of bid opening.

   b. Specified - Means specified on the Proposal-Contract form.

   c. ANSI Z60.1 Standards - American Standard for Nursery Stock.

   d. City Administrator - The City's representative administering the technical aspects of this tree planting contract is:

      Matt Schweikert, Public Works Director
      6645 Hopkins Riad
      Mentor, Ohio 44060
      schweikert@cityofmentor.com
      (440) 974-5781

7. Delivery: The Contractor has the responsibility to:

   a. Furnish, transport and plant trees;

   b. Reserve work space along streets;

   c. Excavate in-place soil, plant and backfill with amended soil approved by City Administrator;

   d. Stake trees, when required;

   e. Water trees at planting time;

   f. Furnish and place mulch;

   g. Remove excess material and clean up site;

   h. Guarantee trees for one year and make appropriate replacement planting;

i. Keep work site safe at all times;

j. Any work incidental to above.

8. Contract (Performance) Bond: The successful bidder, to guarantee the survival of the trees, is required to provide a performance bond or certified check for ten percent (10%) of the total contract amount. After the one-year guarantee period and replacement of dead trees, all moneys will be released.

9. Insurance: The Contractor shall obtain and pay for liability insurance in the amount of $1,000,000.00 combined single limit for each occurrence. The City of Mentor will be named as additionally insured, with a 30-day, written cancellation clause.

10. Prevailing Wage Rates: The Davis/Bacon Act does not apply to this street tree planting project. This is **NOT** a prevailing wage project.

B. MINIMUM REQUIREMENTS

1. Brand Names: Mention of any product name neither constitutes an endorsement of that product nor excludes the use of similar products meeting specifications

2. Trees: All trees will be healthy, vigorous and well-grown, showing evidence of proper root and top pruning, single trunked, high branched specimens suitable for use along streets. The root collar will show at the top of the root ball. All trees are to be grown at least one year in a currently active nursery having the same climatic conditions as Mentor. All trees meet ANSI Z60.1 standards for top grade 1-3/4" DBH trees – specimen quality (10-12 ft. tall for shade trees and 6-8 ft. tall for ornamental trees or conifers). Each tree should have eight (8) or more branches with good distribution within the tree's crown, be in healthy condition (exhibiting near maximum growth rate for the previous three years), with a 22-24" firm root ball. City Administrator has final approval of species or variety used and nursery from which trees are obtained.

3. Labels: A label will be attached to each tree at the nursery indicating botanical name and common name. The contractor must provide an additional color-coded label to the City Administrator for each tree with the planting contractor's name clearly printed on it. These contractor I.D. labels must be provided before any nursery inspections are conducted. The City Administrator is the only person authorized to attach the contractor I.D. to nursery stock. Any tree delivered to the City without this contractor I.D. label must be inspected by the City Administrator before the tree can be planted.

4. Root Balls and Burlap: All trees are to be balled and burlapped with ball shape and size conforming to ASNI Z60.1 standards. Trunks of trees will show flaring where root collar and root balls connect. Only rottable burlap and rottable rope are permitted. Root balls will be adequately protected at all times from sun, heat, freezing and drying. City Administrator will reject any cracked or manufactured root balls. City Administrator reserves the right to determine ball size and depth based on the local soil planting conditions as so stated in the ASNI Z60.1.

5. Mulch: Bark mulch combined with 25-30% organic matter.

6. Staking: Staking in not required - unless the Contractor is instructed to do otherwise by the City Administrator.

7. Soil Amendments: Incorporate approved soil amendments in and around the top 1/3 of the root ball, 10% by volume.

8. Work Procedures:

   a. Source of supply - The Contractor will submit to the City Administrator, within ten (10) days after receipt of a Notice of Award of contract, complete and detailed information concerning the source of supply for each item of plant material specified in the planting list.

   b. Tree location - All planting sites will be identified and marked by the City Administrator before planting begins. Prior to digging, the Contractor will notify Ohio Utilities Protection Service (1-800-362-2764) of planting sites locations. The Contractor will also be responsible for contacting the City of Mentor (440-255-1100) Public Works Department and Engineering Department and any other underground utility not in association with OUPS. The Contractor is responsible for checking sites and rectifying conflicts with utilities prior to planting. The Contractor is responsible for any damage to utilities during the planting process. Sites will be marked by a flag or a stake, and with a white blaze painted on the curb. All trees will be centered between curb and sidewalk, at least two feet from curb line unless otherwise specified by the City Administrator.

   c. Delivery - Trees shall be transported and handled with adequate protection. Trees shall be covered with tarpaulin during transit or transported in a closed truck. Trees in leaf shall be sprayed before shipping with an anti-desiccant approved by the City Administrator.

   d. Temporary storage - Root balls of trees not immediately planted after delivery must be adequately protected by mulch or heeling-in and watering until planting occurs. Contractor assumes all risk and expense of temporary storage.

   e. Removing dead trees - Where a new tree is replacing one that has died and the tree being replaced was in the ground for three years or less, the contractor will remove the tree. If City is supplying a site for dumping the excavated soil from planting holes, then the contractor must separate the dead tree, roots and wire basket from excavated soil to dispose of elsewhere at contractor's expense.

   f. Planting holes – Holes can be dug by hand or with equipment approved by the City Administrator. Holes shall be two times wider than the root ball; dish shaped with tapered sides, and dug to a depth that puts the first major order root at ground level. However, planting depth may be adjusted by the City Administrator to best accommodate growing conditions. Soil excavated from

holes must be removed from site and disposed of by the contractor. Holes can only be dug when soil is not saturated or frozen. Holes cannot remain open overnight. The Contractor is responsible for ensuring that all holes are safe until planted.

g. Planting - Balled and burlapped trees are set in the center of hole on solid subsoil with the first major order root at ground level and trunk flare exposed. Trees with forked tops should be oriented with forked limbs pointed parallel to street and not toward street. After tree is positioned, remove wire cages and twine from upper half of root ball and roll burlap from ball to the bottom of the hole. Before backfilling, make sure tree's trunk flare is exposed and above original grade.

h. Root pruning - Ends of broken or damaged roots over one-quarter inch (1/4") in diameter should be pruned with a clean cut, removing only injured portion.

i. Backfill - Planting holes are backfilled with amended existing soil. Tamp backfill with feet or other approved tamping device while backfilling. Fill hole with backfill to tree trunk flare and taper out to original grade. To facilitate water, use additional back-fill and create a three-inch (3") high saucer the diameter of root ball on top of the mound.

j. Top pruning and wound treatment - Pruning to make trees shapely and typical of species shall be done according to recognized horticultural standards and instructions of the City Administrator. Trees shall be pruned to clear for pedestrians and vehicles as much as possible. Accidental damage during planting not great enough to warrant branch removal or tree replacement should be promptly trimmed according to recognized horticultural practices. Pruning paint will not be utilized.

k. Mulching - Place bark mulch loosely around trees with 24 hours after planting to a uniform depth of two to three inches (2-3"). Spread mulch to three inches (3") beyond the diameter of hole. Mulch must not touch the trunk of the tree.

l. Watering – Thoroughly water to settle backfill when half of backfill is placed and again after all the backfill is placed. It is highly recommended that watering continue through the first growing season to increase the chances of survival after planting.

m. Staking - Use two (2) stakes, parallel with street, to support trees. Attach tree to stake by using polypropylene staking material.

n. Extra holes - Excess or improperly located planting holes are to be immediately backfilled and seeded with Kentucky bluegrass, and covered with 1- inch (1") of straw (at Contractor's expense).

o. Wrapping - Trees are not wrapped unless specified by the City Administrator.

p. Productivity - Production schedule beginning and ending dates will be agreed upon in writing between the Contractor and the City Administrator.

Supervision - Contractor is required to consult with the City Administrator concerning details and scheduling of all work. Contractor shall have competent person in charge of work at all times to whom the city Administrator may issue directions and who is authorized to accept and act upon such directives. This supervisor must fluently speak, read and write English. The supervisor will call the City Administrator before each day's work begins to provide work locations by street.

q. Public relations - The City Administrator will supply an information sheet for distribution by the Contractor to property owners. This information sheet must be provided to the homeowner where a tree is planted on the day of planting.

r. Common causes of tree failure - Excessive mulch, buried trunk flares, a layer of heavy backfill over the root ball, failing to remove wire or burlap from top half of ball and using heavy soil for backfill can all contribute to tree failure. Any of these factors found during the guarantee period are considered defects in workmanship.

s. The contractor will be responsible to supply and maintain any and all necessary traffic control signage, devices, and personnel as determine by the City of Mentor.

9. Substitutions: After contract is awarded no substitutions will be accepted unless first approved by City Administrator. No substitutions will be made regarding tree species or material used unless the contractor receives written approval from the City of Mentor.

10. Inspections:

a. Nursery inspection - The City Administrator, or his representative, at his discretion, will inspect nursery stock purchased under this contract before digging.

b. Agency inspection - Federal, state and other authorities inspect all trees before removal from the nursery, as required by local law. Required certificates declaring trees free of all diseases and insects shall accompany each order or shipment of trees.

c. Stock inspections - The City Administrator reserves the right to inspect trees before they are moved from delivery truck at work site. Delivery truck driver or other agent or Contractor should call the City Administrator's office before leaving for work site each day to facilitate these on-truck inspections. The Contractor will dispose of any tree rejected by the City Administrator at the Contractor's expense.

d. Planting inspection - The City Administrator, at his discretion, will inspect the progress of planting or temporarily stored trees to review the progress of the work and condition of trees.

e. Other inspections - The City Administrator reserves the right to inspect on-site work at any time without notice. The Contractor will call the City Administrator on the morning of each working day to provide work location(s).

f. Guarantee period inspection - The City Administrator will inspect planting work to certify completion and begin guarantee period. The Contractor will request this inspection in writing at least ten (10) days before its scheduled date. After inspection, the City Administrator will notify the Contractor in writing of the beginning date of guarantee period or of deficiencies to correct before guarantee period begins.

g. Correction inspection - Two months before end of guarantee period, the City Administrator will inspect work and notify the Contractor of replacement and other corrections required to make the work acceptable. Trees that do not exhibit at least two-thirds of their branches with normal growth and leaf distribution during the first year after the trees were installed will be replaced at the Contractor's expense.

h. Final inspection - At the end of the guarantee period, the City Administrator will inspect trees to determine final acceptance. The Contractor will request this inspection in writing at least ten (10) days before the scheduled date.

11. Guarantee:

a. The Contractor guarantees that all trees remain alive and healthy until the end of a one- (1) year guarantee period. The Contractor will replace, as specified, and at his expense, any dead trees, and any trees that in the opinion of the City Administrator: 1) have become unhealthy or unsightly, 2) have lost their natural shape due to dead branches, improper pruning or maintenance, or 3) any other cause due to the Contractor's negligence, weather conditions or as stated in 10.g., Correction inspection. Contractor will straighten any leaning trees, bearing the entire cost.

b. Should any defects develop in aforesaid work, within specified periods, due to faults in materials and/or workmanship, the Contractor hereby agrees to make all repairs and do all necessary work to correct defective work to the City of Mentor's satisfaction. Such repairs and corrective work shall be done without cost to the City of Mentor and at entire cost and expense of the Contractor within twenty (20) days after written notice to the Contractor by the City of Mentor. In case the Contractor fails to do work so ordered, the City of Mentor may have work done and charge cost thereof against moneys retained as provided for in Agreement. And, if said retained moneys shall be insufficient to pay such cost, or if no money is available, the Contractor and his sureties agree to pay the City of Mentor the cost of such work.

c. The Contractor shall, in case of work performed by his subcontractors and where guarantees are required, secure warranties from said subcontractors and deliver copies of them to the City of Mentor upon completion of the work.

VI. PROPOSAL SHEET CITY WIDE TREE PLANTING

Unit Price per Tree Planted

Page 1	Estimated Quantity	1-3/4 in Balled and Burlapped	Total
Hedge Maple *Acer campestre*	07	_____	_____
'Autumn Blaze' Maple *Acer* x *Freemanni* 'Autumn Blaze'	13	_____	_____
'Green Mountain' Sugar Maple *Acer saccharum* 'Green Mountain	09	_____	_____
Yellow Birch *Betula alleghaniensis*	10	_____	_____
River Birch *Betula nigra*	02	_____	_____
Northern Catalpa *Catalpa speciosa*	07	_____	_____
American Hornbeam *Carpinus caroliniana*	04	_____	_____
Katsura Tree *Cercidiphyllum japonicum*	01	_____	_____
American Fringetree *Chionanthus virginicus*	04	_____	_____
Yellowwood *Cladrastis kentuckea*	04	_____	_____
Hardy Rubber Tree Eucommia ulmoides	03	_____	_____
Ginkgo *Ginkgo biloba*	12	_____	_____
Kentucky Coffeetree *Gymnocladus diocus*	10	_____	_____
Goldenrain Tree *Koelreuteria paniculata*	03	_____	_____
Tulip Tree *Liriodendron tulipifera*	14	_____	_____

VI. PROPOSAL SHEET CITY WIDE TREE PLANTING (continued)

Unit Price per Tree Planted

Page 2	Estimated Quantity	1-3/4 in Balled and Burlapped	Total
Amur Maackia *Maaxkia amurensis*	10	_____	_____
Cucumber Tree *Magnolia acuminata*	05	_____	_____
Sweetbay Magnolia *Magnolia virginiana*	01	_____	_____
'White Shield' Osage Orange *Maclura pomifera* 'White Shield'	07	_____	_____
Blackgum *Nyssa sylvatica*	19	_____	_____
Persian Ironwood *Parrotia persica*	04	_____	_____
'Bloodgood' London Planetree *Platanus x acerifolia* 'Bloodgood'	15	_____	_____
White Oak *Quercus alba*	05	_____	_____
Swamp White Oak *Quercus bicolor*	10	_____	_____
Bur Oak *Quercus macrocarpa*	04	_____	_____
Northern Red Oak *Quercus rubra*	02	_____	_____
Shumard Oak *Quercus shumardii*	05	_____	_____
'Ivory Silk' Japanese Tree Lilac *Syringa reticulata* 'Ivory Silk'	09	_____	_____
'Greenspire' Littleleaf Linden *Tilia cordata* 'Greenspire'	11	_____	_____

VI. PROPOSAL SHEET CITY WIDE TREE PLANTING (continued)

Unit Price per Tree Planted

Page 3

	Estimated Quantity	1-3/4 in Balled and Burlapped	Total
'Sterling' Silver Linden *Tilia tomentosa* 'Sterling'	07	_____	_____
'Princeton' American Elm *Ulmus americana* 'Princeton'	04	_____	_____

Total Number of Trees 221 **Total Cost** _____

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 _____