

**RESOLUTION 23 – 37, 2023**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**AUTHORIZING THE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH  
EVANS LANDSCAPING FOR WOOSTER LANE BERM REPAIRS AND LANDSCAPING  
AS PART OF NED – NEIGHBORHOOD ECONOMIC DEVELOPMENT PROGRAM,  
DISPENSING WITH THE SECOND READING, AND DECLARING AN EMERGENCY**

**WHEREAS**, Columbia Township is implementing the new Neighborhood Economic Development program (“NED”) Street Tree Program which will enhance the appearance of township neighborhoods and improve housing values through a comprehensive street tree inventory, assessment, and preservation or replacement; and

**WHEREAS**, the Township installed 320 new street trees in fall 2022 with NED Phase 1 and, in Phase 2 this fall 2023, plans to install nearly 300 additional new trees to expand our community’s beneficial tree canopy.

**WHEREAS**, Wooster Lane is being added to the NED Program because the Ohio Department of Transportation is vacating the road to Columbia Township this year. The narrow two-lane Wooster Lane was formerly US-50 before the current modernized US-50 was built, and ODOT no longer needs Wooster Lane in its national and state road inventory.

**WHEREAS**, at Columbia Township’s request and in advance of the road transfer, ODOT has performed several repairs to Wooster Lane including drainage infrastructure and certain surface asphalt repairs. Columbia Township plans to perform additional improvements to protect the road’s existing good condition; these include adding boulders in a base of stones along the two entrances to protect the road edge and berm from ongoing vehicle damage because there are no curbs. The Township also will add landscaping to visually soften the protective hardscaping and to help screen the open, large drainage channel from residences.

**WHEREAS**, the Township’s professional, nationally certified arborist worked with the Road & Services Superintendent to design the improvements (refer to attached design) and solicit proposals from qualified landscaping companies (hereinafter known as the “Project”). The Administrator and Road Superintendent recommend that the Board of Trustees accept the attached proposal from Evans Landscaping, 4229 Roundbottom Rd., Cincinnati, 45244; and

**WHEREAS**, this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, and welfare of the Township; and

**WHEREAS**, the Board, upon majority vote, hereby dispenses with the requirement that this resolution be read on two separate days, and hereby authorizes the adoption of this resolution upon its first reading.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of Columbia Township, Hamilton County, Ohio, for the benefit and welfare of Columbia Township and its citizens, hereby authorizes the Township administrator to enter into a contract in the amount of \$37,500 with Evans Landscaping.

Passed October 23, 2023

**RESOLUTION 23 – 37, 2023**  
**COLUMBIA TOWNSHIP, HAMILTON COUNTY, OHIO**

**BE IT FURTHER RESOLVED** that this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, and general welfare and shall be effective immediately. The reason for the emergency is the Township must award the contract at the earliest possible time to secure contractor availability and contract commitment during ongoing labor and supply shortages and to protect the Township's significant investment in the NED Program. Specifically, the Wooster Lane project must be completed in the short planting period after high temperatures end and before deep frost impedes sufficient watering for new plantings and before heavy snow makes the road berm earthwork difficult and messy.

Motion to accept Resolution made by: MR. KUBICKI

Seconded by: MR. LAMAR

**VOTE:**

TRUSTEE	Voting	Signature	Date
David Kubicki, President	<u>yes</u>	<u>[Signature]</u>	10-23-2023
Brian Lamar, Vice-President	<u>yes</u>	<u>[Signature]</u>	10-23-2023
Susan Hughes, Trustee	<u>yes</u>	<u>[Signature]</u>	10-23-2023

**ATTEST:** Caroline B. Heekin 10-23-2023  
Caroline Heekin, Fiscal Officer

**CERTIFICATE**

State of Ohio, Hamilton County

I, Caroline Heekin, Fiscal Officer of Columbia Township, Hamilton County, Ohio, certify that the foregoing Resolution No. 23- 37 is taken and copied from the record of proceedings of the township, and that it has been compared by me with the resolution on the record and is a true copy.

10-23-2023 Caroline B. Heekin  
Date Caroline Heekin, Fiscal Officer

**Refer to Attached Proposal**

Passed October 23, 2023

**VERIFICATION**

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Project Manager of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Project Manager.

B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

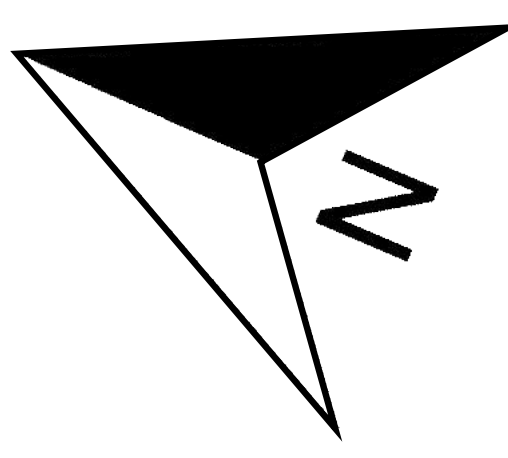
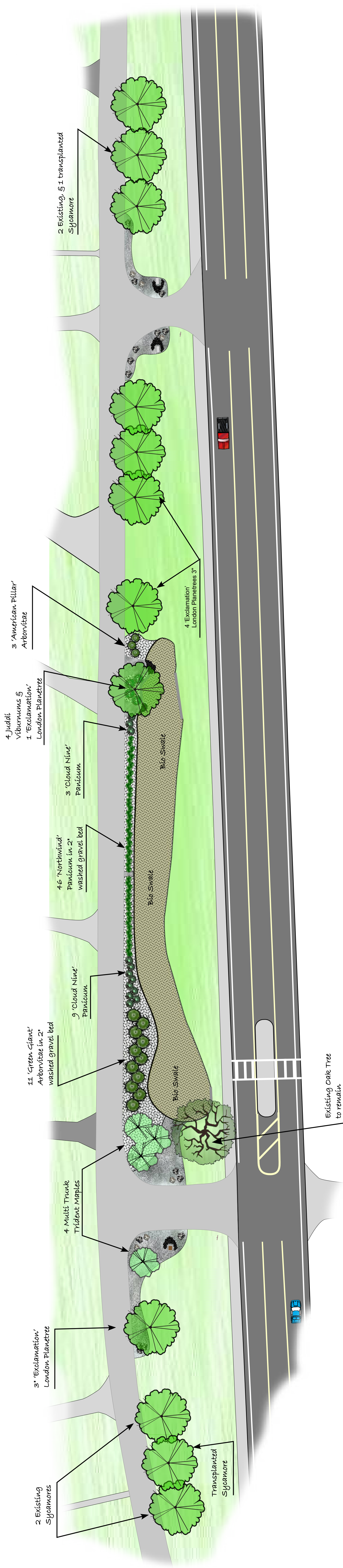
**PRE-CONSTRUCTION CONFERENCE**

Schedule a pre-construction meeting with the Owner's Project Manager at least seven (7) days before beginning work to review any questions the Contractor may have.

**NOTES**

1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE PROJECT MANAGER DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
4. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.
5. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BEGINNING OF WORK.
6. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF FINAL ACCEPTANCE BY PROJECT MANAGER.

Common Name	Scientific Name	Quantity	Size
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	6	3" trunk caliper
Trident Maple multi trunk	Acer buergerianum multi trunk	4	7'
Green Giant Arborvitae	Thuja 'Green Giant'	11	7'
Cloud Nine Switchgrass	Panicum 'Cloud Nine'	12	3 gallon
Northwind Switchgrass	Panicum 'Northwind'	49	2 gallon
Juddi Viburnum	Viburnum x Juddi	4	3 gallon
American Pillar Arborvitae	Thuja 'American Pillar'	3	6'



#### VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Project Manager of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Project Manager.
- B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

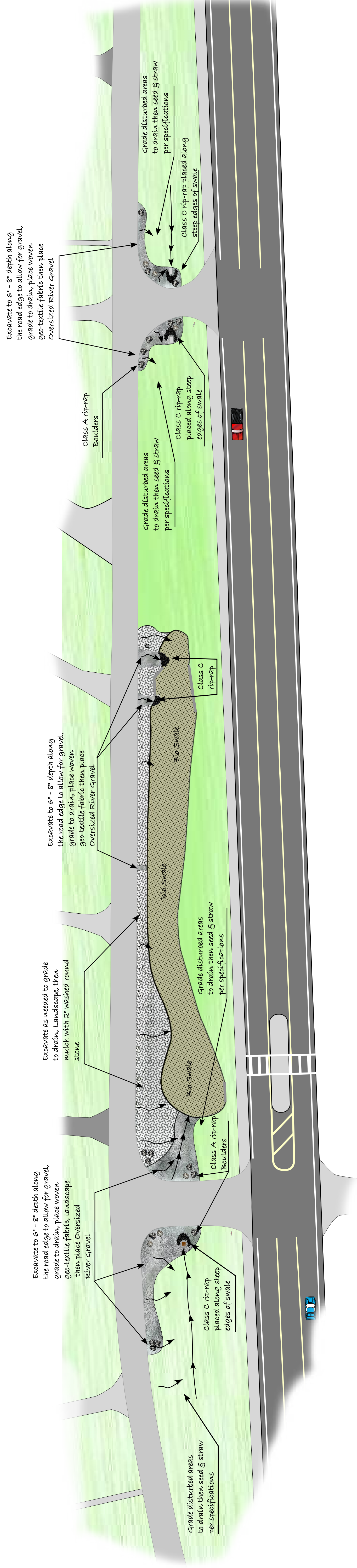
#### PRE-CONSTRUCTION CONFERENCE

Schedule a pre-construction meeting with the Owner's Project Manager at least seven (7) days before beginning work to review any questions the Contractor may have.

#### NOTES

1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE PROJECT MANAGER DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
4. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.
5. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BEGINNING OF WORK.
6. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF FINAL ACCEPTANCE BY PROJECT MANAGER.

- A. All gravel quantities are to be based upon field measurements taken by contractor. Gravel to meet specifications as detailed under gravel specifications in contract.
- B. All areas disturbed by construction activities that are not landscaped areas shall be graded for positive drainage and seeded with Lesco All Pro Turf Type Tall Fescue seed blend at 9lbs per 1,000 sq ft. All seeded areas to be mulched with clean straw at the rate of one bale per 1,000 sq ft. conform to specifications in contract.
- C. All landscape bed areas are to be treated with Glyphosate herbicide applied at label rate 3 weeks prior to installation of landscape beds and plants.
- D. Boulders to be Class A limestone boulders 30" - 40".



**VERIFICATION**

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Project Manager of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Project Manager.

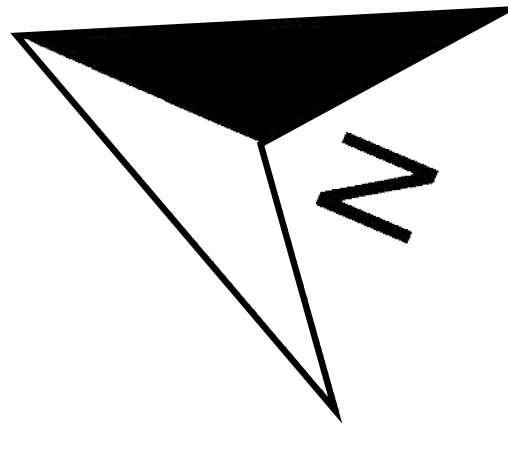
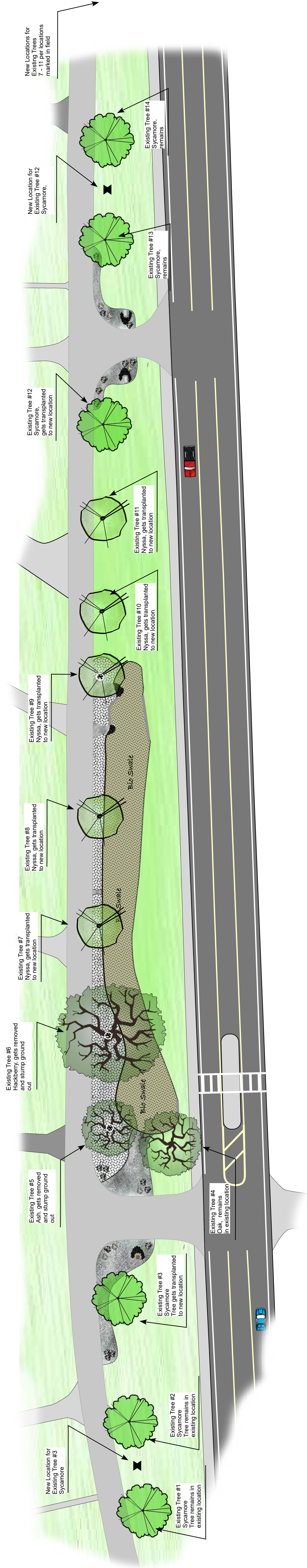
B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

**PRE-CONSTRUCTION CONFERENCE**

Schedule a pre-construction meeting with the Owner's Project Manager at least seven (7) days before beginning work to review any questions the Contractor may have.

**NOTES**

1. LANDSCAPE CONTRACTOR SHALL INSPECT THE SITE AND BECOME FAMILIAR WITH EXISTING CONDITIONS RELATING TO THE NATURE AND SCOPE OF WORK.
2. LANDSCAPE CONTRACTOR SHALL VERIFY PLAN LAYOUT AND BRING TO THE ATTENTION OF THE PROJECT MANAGER DISCREPANCIES WHICH MAY COMPROMISE THE DESIGN OR INTENT OF THE LAYOUT.
3. LANDSCAPE CONTRACTOR SHALL ASSURE COMPLIANCE WITH APPLICABLE CODES AND REGULATIONS GOVERNING THE WORK AND MATERIALS SUPPLIED.
4. LANDSCAPE CONTRACTOR SHALL VERIFY ALIGNMENT AND LOCATION OF UNDERGROUND AND ABOVE GRADE UTILITIES AND PROVIDE THE NECESSARY PROTECTION FOR SAME BEFORE CONSTRUCTION BEGINS.
5. LANDSCAPE CONTRACTOR SHALL REVIEW THE SITE FOR DEFICIENCIES IN SITE CONDITIONS WHICH MIGHT NEGATIVELY AFFECT PLANT ESTABLISHMENT, SURVIVAL OR WARRANTY. UNDESIRABLE SITE CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE PROJECT MANAGER PRIOR TO BEGINNING OF WORK.
6. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ONGOING MAINTENANCE OF NEWLY INSTALLED MATERIALS UNTIL TIME OF FINAL ACCEPTANCE BY PROJECT MANAGER.



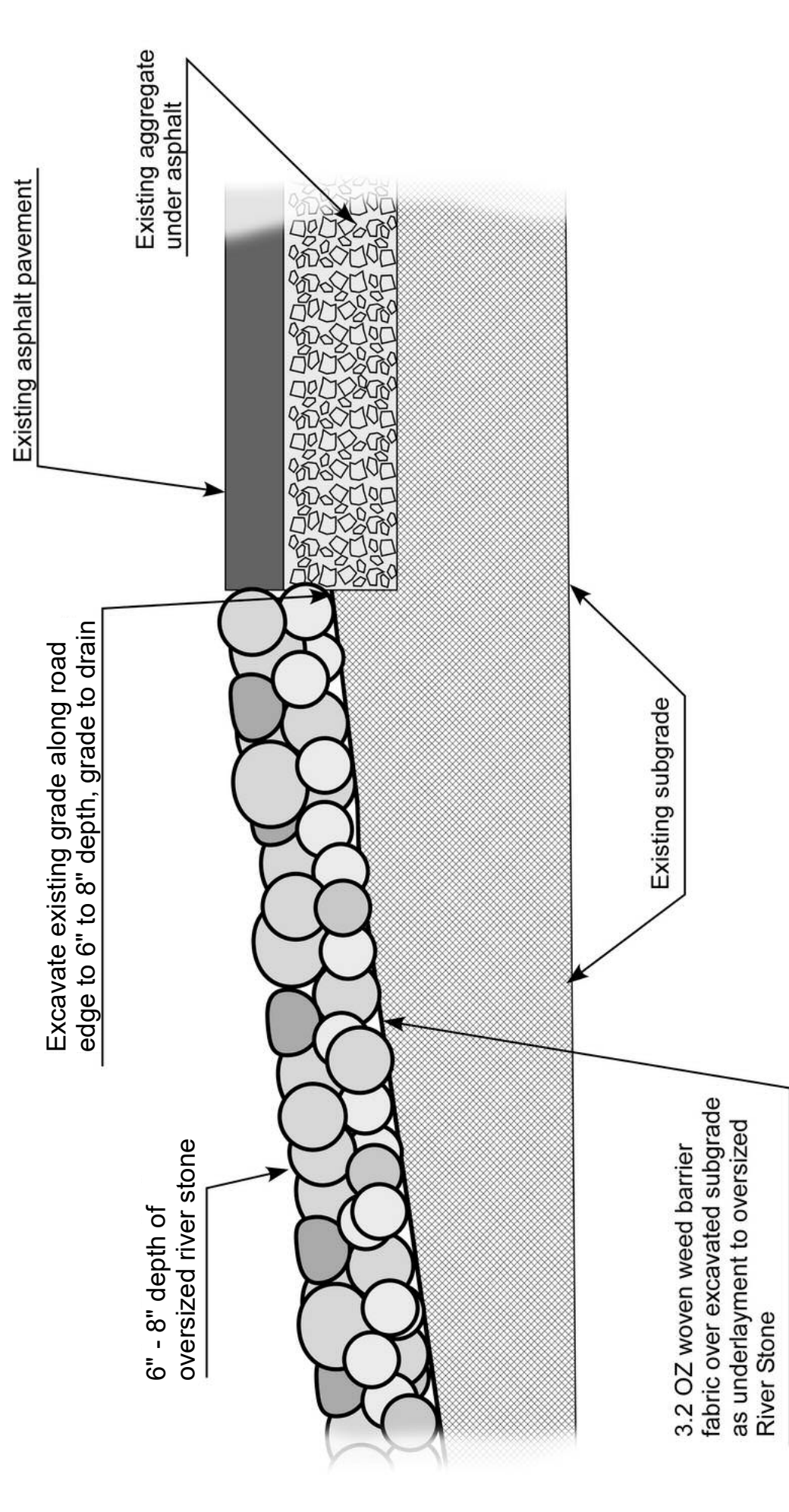
**A. All gravel quantities are to be based upon field measurements taken by contractor. Gravel to meet specifications as detailed in contract specifications.**

**B. All areas disturbed by construction activities that are not landscaped areas shall be graded for positive drainage and seeded with Lesco All Pro Turf Type Tall Fescue seed blend at 9lbs per 1,000 sq ft. All seeded areas to be mulched with clean straw at the rate of one bale per 1,000 sq ft.**

**C. All landscape bed areas are to be treated with Glyphosate herbicide applied at label rate 3 weeks prior to installation of landscape beds and plants.**

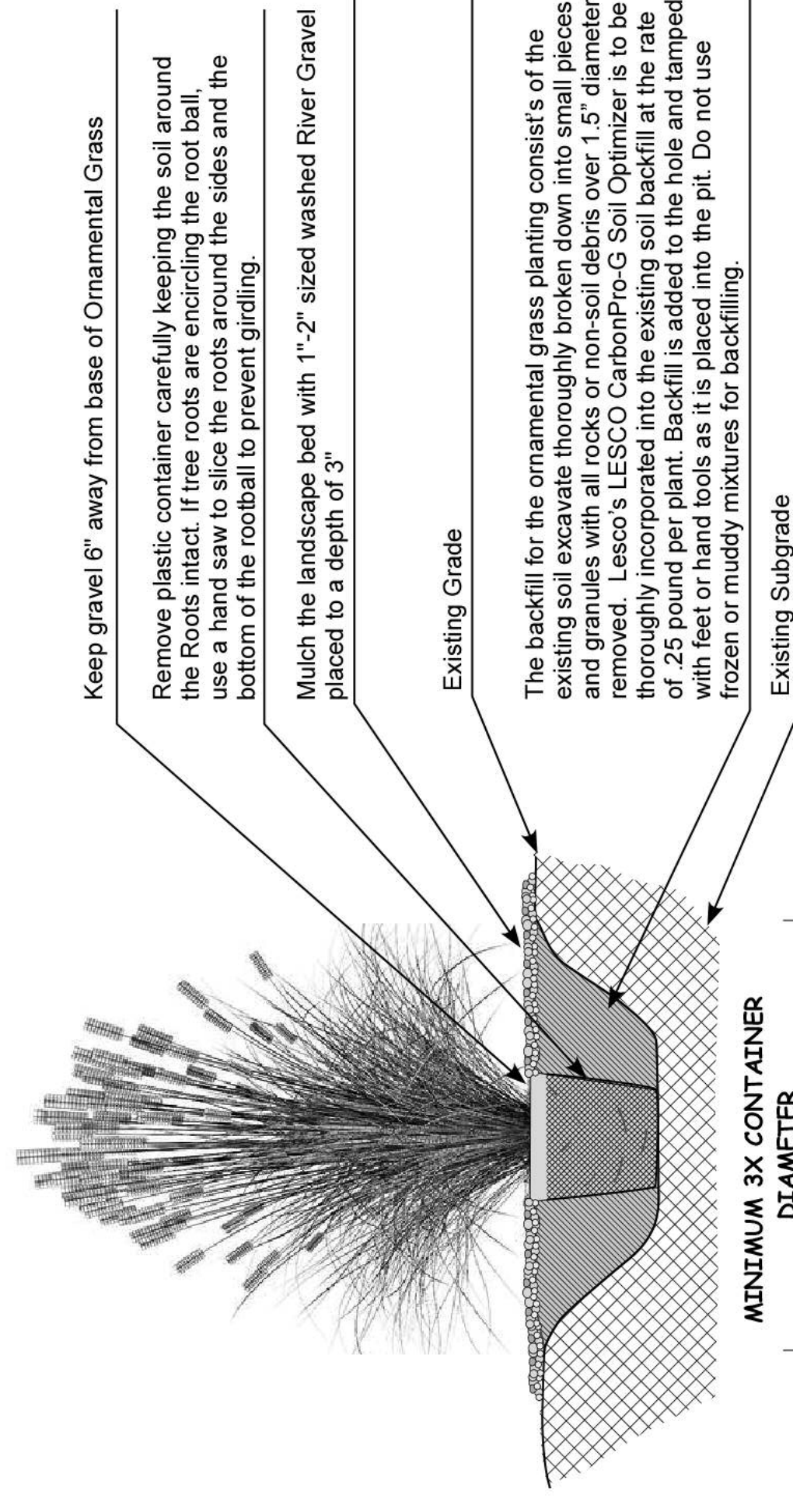
**D. Boulders to be Class A limestone rip rap boulders 24" - 40".**

**E. All gravel to be approved by Columbia Township representative.**



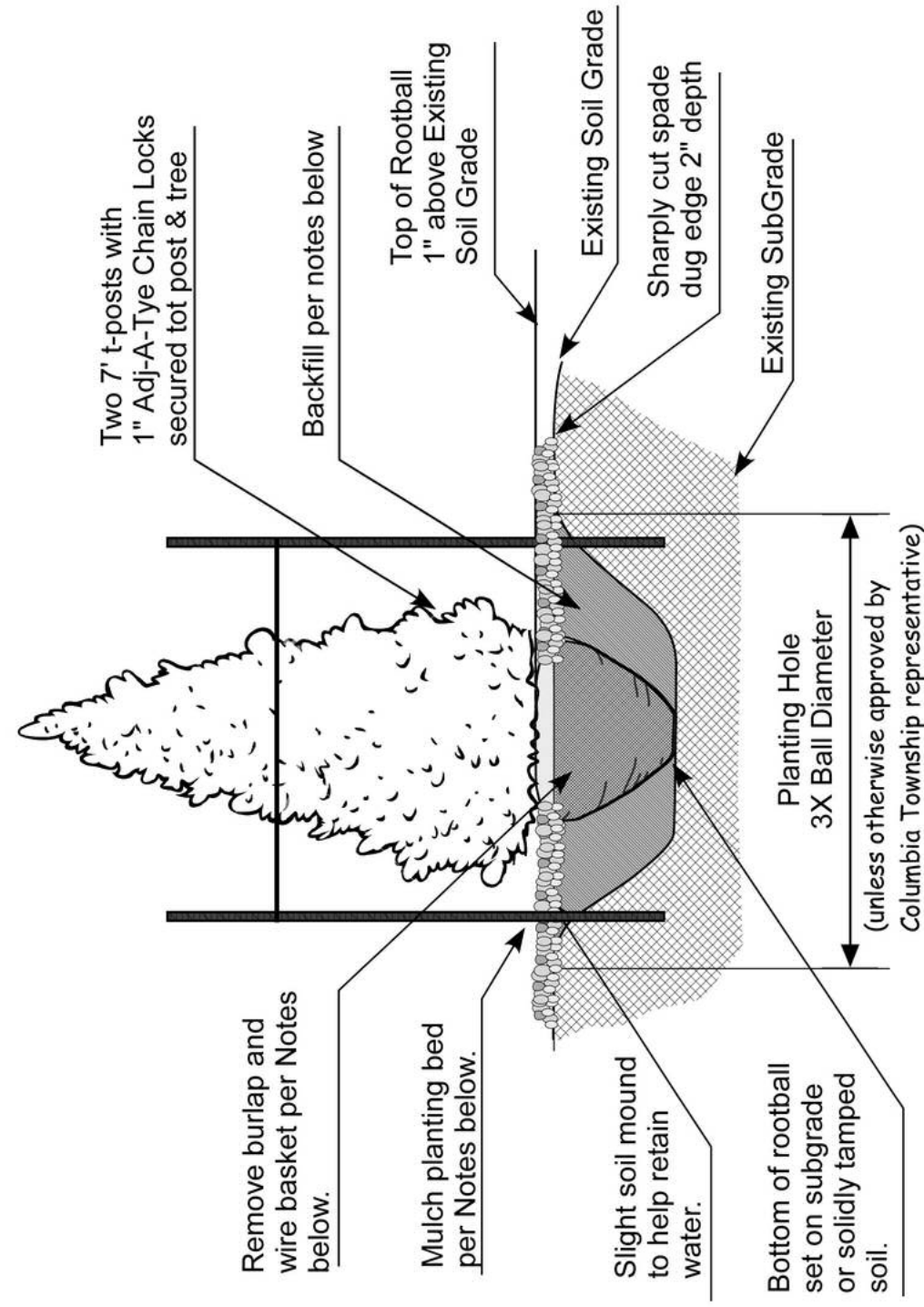
G1 GRAVEL MULCH BED DETAIL

D2 Containerized Deciduous Tree Planting Specifications



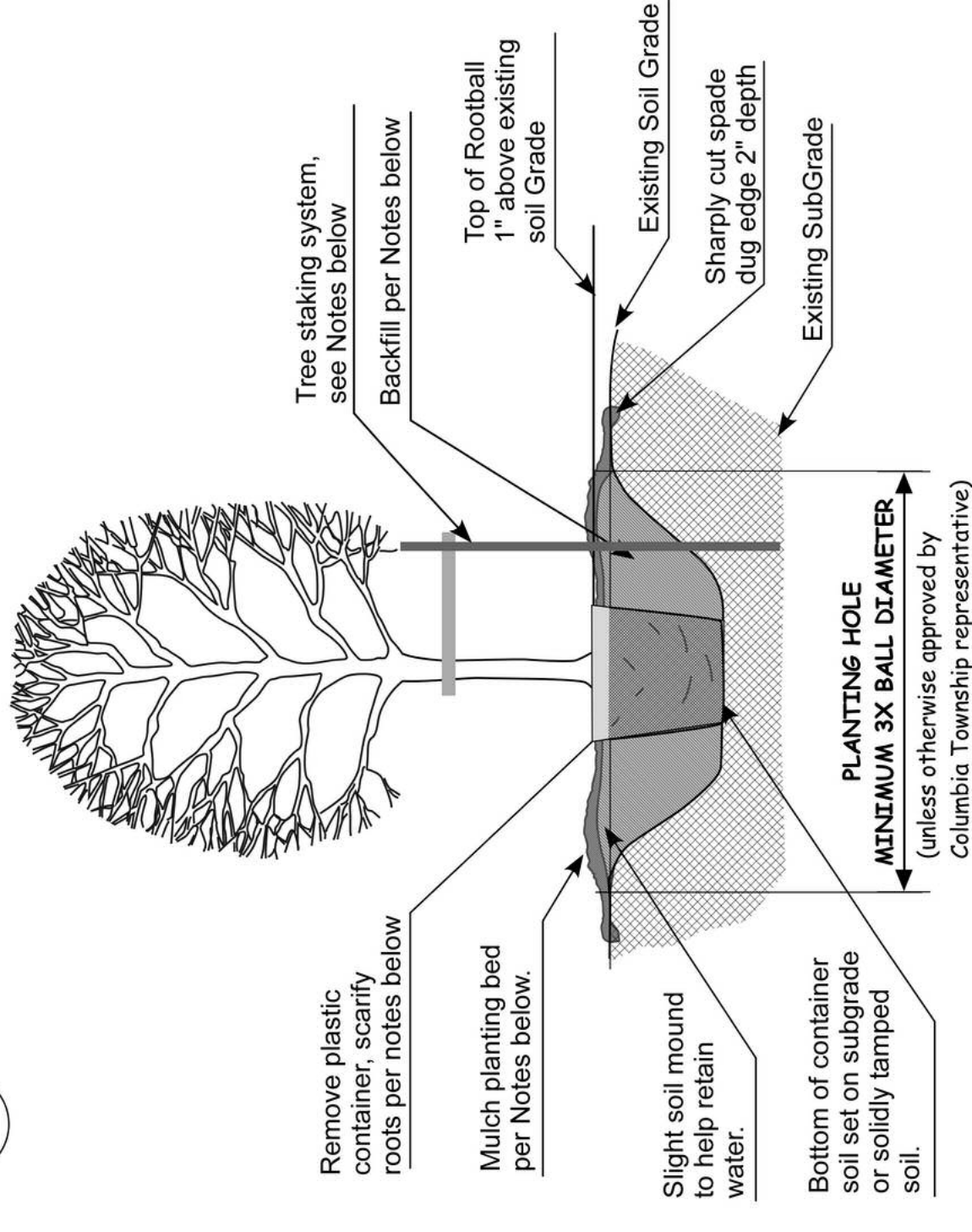
L3 ORNAMENTAL GRASS PLANTING DETAIL

D1 Balled & Burlapped Evergreen Tree Planting Specifications



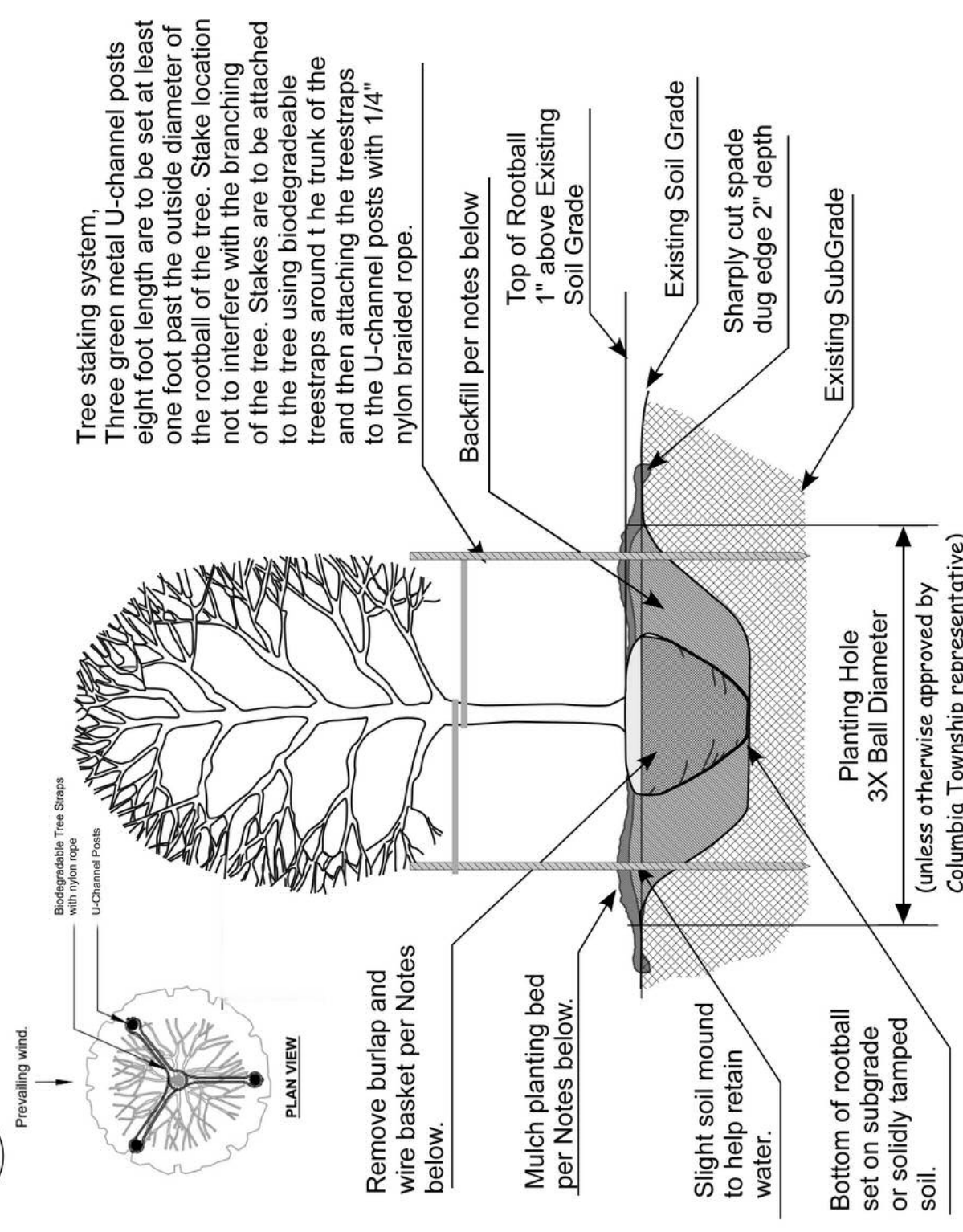
E1 Balled & Burlapped Evergreen Tree Planting Specifications

D2 Containerized Deciduous Tree Planting Specifications



D2 Containerized Deciduous Tree Planting Specifications

D3 Balled & Burlapped Deciduous Tree Planting Specifications for Trees 3\"/>

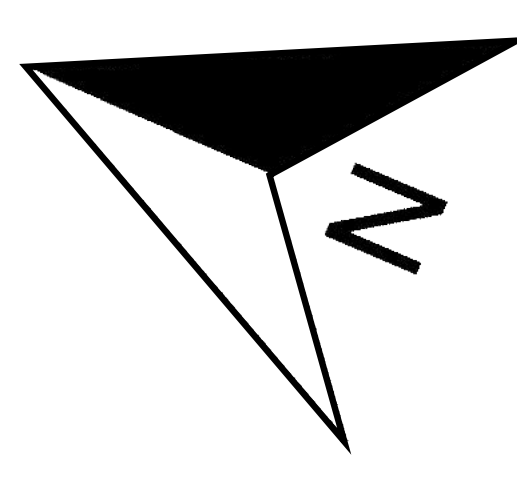


D3 Balled & Burlapped Deciduous Tree Planting Specifications for Trees 3\"/>

**Planting Notes:**  
**Excavation:** Excavate trees pits with the diameter of the hole at least 24\"/>

**Planting Notes:**  
**Excavation:** Excavate trees pits with the diameter of the hole at least 24\"/>

**Planting Notes:**  
**Excavation:** Excavate trees pits with the diameter of the hole at least 24\"/>



# Streetscape Plan Wooster Lane

# REQUEST FOR PROPOSAL



5686 Kenwood Road, Cincinnati, Ohio 45227  
(513) 561-6046

## Proposal Item Streetscape Plantings along Wooster Lane

Proposal Invitation Date: 09/26/2023

### INVITATION

Columbia Township is soliciting proposals for a landscaping project along Wooster Lane in Columbia Township subject to the conditions below and accompanying drawings or diagrams. Information pertaining to any item on this request can be obtained by contacting:

Jerry Frankenhoff  
513-476-2367  
[jfrankenhoff@naturalsolutionsurbanforestry.com](mailto:jfrankenhoff@naturalsolutionsurbanforestry.com)

Alternate: Dustin Frazier, Columbia Township Roads & Services Superintendent  
513-272-7878  
[Dustin@ColumbiaTWP.org](mailto:Dustin@ColumbiaTWP.org)

Streetscape Plantings along Wooster Lane

Initials:     *J. M.*

## Section 1: Proposal

### **PROPOSAL SUBMISSION**

Proposals must be delivered, to Columbia Township Administration, 5686 Kenwood Road, Cincinnati, Ohio, 45227, on or **before 1:00 pm Tuesday, October 17, 2023**. Late Proposals will not be accepted. Each proposal must contain the full name of the party or parties submitting the same and all persons interested therein.

### **PERFORM SERVICE BY**

Service to be completed between October 27 and December 15, 2023.

### **AWARD**

The proposal will be awarded within 10 days after the Proposal closing. Columbia Township reserves the right to reject any and all Proposals and waive irregularities in the Proposal.

### **NOTICE TO PROCEED AND CONTRACT**

Columbia Township and the successful bidder will enter into a Project Contract for the work to be performed under the terms of these Contract Documents for the Proposal Sum in the Contractors proposal, and Columbia Township will issue a Notice to Proceed.

### **TAX STATUS**

Columbia Township is Tax Exempt and will provide required documentation to the successful Bidder.

### **CONTRACT PAYMENT TERMS**

Approved invoices received by the twenty-fifth day of the month will be paid the following month. No interest is applicable.

### **GENERAL PROPOSAL CONDITIONS**

Proposals are to include any charges for delivery, packing, freight, lodging, etc.

**AAN Standards** as specified in the most recent edition of the American Association of Nurserymen standards of Nursery Stock as published in ANSI Z-60.1 is specifically set forth herein and adopted and made a part of these Contract Documents.

Streetscape Plantings along Wooster Lane

Initials: S. M.



**ODOT SAFETY STANDARDS:** The most recent edition of the "Manual of Traffic Control for Construction and Maintenance Operations" as published by the Ohio Department of Transportation. By this reference, this standard is made an official part of these Contract Documents.

**ANSI A 300 STANDARDS:** The most recent edition of the ANSI A300 Tree Care Standards". By this reference, these standards are made an official part of these Contract Documents.

**ADDENDA**

Notify the Columbia Township representative promptly of any discrepancies in, or omissions from the Contract Documents. The Columbia Township representative will issue a clarifying addendum to each person on record as having received a set of Contract Documents. The Owner will not be responsible for oral instruction or information. Questions received less than seven (7) days prior to Proposal date cannot be answered. Any addenda issued during the Proposal submission period are to be included in the Proposal and shall become a part thereof.

**DEFINITIONS AND TERMS**

Columbia Township, when used, shall mean the party of the first part or its properly authorized agents acting severally within the scope of the duties and responsibilities entrusted to them and hereinafter referred to as "OWNER."

Columbia Township representative, when used, shall mean Natural Solutions Urban Forestry LLC or any other person duly authorized by the Owner to act on its behalf on the Project.

**EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS & SITE OF WORK**

The bidder is expected to carefully examine the site of the proposed work, the plans, specifications, special provisions, general conditions, and addenda before submitting a Proposal. The submission of a Proposal shall be considered evidence that the bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, special provisions, general conditions, and addenda.

**COMPETENCY OF BIDDERS**

The Owner requires that the bidder shall furnish satisfactory evidence as detailed in this document that he has the necessary resources to fulfill the conditions of the Contract Documents.

In order that the Owner may award the project to the "lowest responsive and responsible bidder", the bidder is advised that the Owner may conduct such investigations (written or oral, confidential or nonconfidential) as it may at its sole option to undertake, which

Streetscape Plantings along Wooster Lane

Initials:           

investigation will help establish the responsibility, including qualifications, experience on similar projects, financial condition, conduct and performance on previous contracts, proposed subcontractors, suppliers and/or other party proposed to perform or furnish work or materials in accordance with the Contract Documents, facilities and equipment, management skills, and ability to execute the contract properly.

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request.

The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigations of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated herein.

### **INTERPRETATION OF QUANTITIES**

Bidders must satisfy themselves with the accuracy of the estimated quantities in the Proposal Form by examination of the site and a review of the drawings and specifications including Addenda. After Proposals have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the nature of the work to be done. Upon discovering errors, inconsistencies or ambiguities in the construction documents, Bidders shall report this at once to the Columbia Township representative.

### **WITHDRAWAL OF PROPOSAL**

Bidder may withdraw its Proposal, in writing only, **on or before 1:00 pm Tuesday, October 17, 2023.**

### **CONSIDERATION OF PROPOSALS**

The Owner may waive any informalities or minor defects or reject any and all Proposals. Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals.

If any person contemplating the submission of a Proposal for the proposed work is in doubt as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents, he shall submit a written request for an interpretation thereof to the Columbia Township representative. The person making the request will be responsible for its prompt delivery.

Any interpretation of the Contract Documents will be made only by Addendum duly issued to each person receiving a set of such Documents. Neither the Owner nor his authorized representative will be responsible for explanation or interpretation of proposed Documents except as issued in accordance herewith. Should there be any reason why the contract

Streetscape Plantings along Wooster Lane

Initials:     *S.A.*

cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

### FORFEITURE OF CONTRACT

If the party to whom the "Notice of Award" has been mailed has not executed the "Contract Form" and provided Proof of Insurance within ten (10) days as specified in the section entitled "Final Award", it shall be considered in default thereof. The Owner may then re-Propose or let to another Bidder.

### PREPARATION AND SUBMISSION OF PROPOSAL

Each Proposal must be submitted **before 1:00 pm Tuesday, October 17, 2023**. All blank spaces for Proposal Prices must be filled in ink or typewritten.

The Proposal must be submitted on the original Proposal Form furnished by the Owner. They shall be signed in ink by an authorized representative of the Bidder. Proposals containing any conditions, omissions, unexplained erasures, alteration of forms, or irregularities of any kind may be rejected by the Owner, however, the Owner reserves the right to accept or to reject any or all Proposals and to waive defects or technicalities as he may deem best for his interest.

Whenever in any of the Contract Documents, an article, material, or equipment is defined by describing a proprietary product or by using the name of a manufacturer, it is done for the express purpose of establishing a basis for the type of function, quality, durability, and efficiency and not for the purpose of limiting competition.

### COMPLETION DATE

The Owner needs to minimize disturbance to its residents. **The Contract work is to be completed between October 27, 2023, and December 15, 2023.** The Contractor will proceed with the work at such rate of progress to ensure full completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract time for completion of work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

### INSURANCE

**Insurance Requirements** – Contractors shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees, or subcontractors.

Streetscape Plantings along Wooster Lane

Initials:     S. M.

**Minimum Scope of Insurance** – Coverage types shall include and be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering \$5,000,000 per occurrence for bodily injury, property damage, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit: \$10,000,000.
2. **Automobile Liability:** Insurance Services Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of Ohio, and Employer's Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employer's Liability coverage must be endorsed on the Commercial General Liability policy.
  - a. Such coverage shall **name Columbia Township as Additional Insured and Loss Payee** as its interests may appear.

If the Contractor maintains higher limits than the minimum shown above, the Columbia Township requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Columbia Township.

**Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions must be declared to and approved by the Columbia Township. At the Columbia Township's option, either: The Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retention as respects the Columbia Township, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**Other Insurance Provisions** – The policies are to contain or be endorsed to contain the following provisions:

1. **Additional Insured: "Columbia Township"**, its officials, agents, employees and volunteers" shall be named as Additional Insureds on the Commercial General Liability and Automobile Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

Streetscape Plantings along Wooster Lane

Initials:     S. M.

a. To provide appropriate Additional Insured coverage for general liability, including liability arising out of the products-completed operations hazard, Contractor agrees to use the following endorsement(s), or similar endorsements providing equal or broader Additional Insured coverage:

- i. ISO Form CG 20 10 11 85, OR if later revisions are used;
- ii. ISO Form CG 20 10 10 01 AND ISO Form CG 20 37 10 01

2. **Primary Coverage:** For claims related to this project, the Contractor's insurance coverage shall be primary as respects Columbia Township, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Columbia Township, its officials, agents, employees and volunteers shall be in excess of Contractor's insurance and shall not contribute with it.

**Umbrella or Excess Liability** – Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse Columbia Township as an Additional Insured on the Umbrella or Excess policy unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.

**Acceptability of Insurers** – Insurance is to be placed with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to Columbia Township.

**Verification of Coverage** – The Contractor shall furnish the Columbia Township with **Certificates of Insurance** and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the Columbia Township before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The Columbia Township reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

**Certificate of Insurance** – The certificate of insurance shall contain the following language: "Columbia Township", its officials, agents, employees, and volunteers are Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess."

**Non-renewal, Cancellation, or Material Change of Coverage** – Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the Township. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, **Contractor agrees to notify Columbia Township** by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such

Streetscape Plantings along Wooster Lane

Initials: J. M.

non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

**Contractor's and Subcontractor's Insurance** – The Contractor shall not commence work under this Contract until they have obtained the insurance required herein, nor shall the Contract permit and Subcontractor to commence work on their subcontract until the insurance required of the Subcontractor has been so obtained. Contractors shall require and verify that all subcontractors or anyone performing work for the Columbia Township maintain insurance meeting all of the requirements stated herein including the requirement to name the Columbia Township, its officials, agents, employees and volunteers as Additional Insureds on Commercial General Liability coverage for both ongoing operations and completed operations beyond project completion date.

### **GENERAL DESCRIPTION OF LANDSCAPING SERVICES**

The scope of work shall include all supervision, labor, tools, materials, equipment, and expertise necessary to excavate, grade, install landscape plants and trees, install gravel and mulch landscape beds, place boulders stones and rip rap, finish grade and seed all disturbed areas and perform anything not specifically mentioned, but usually performed in work of this character.

Because this work is of a highly skilled nature and of a potentially dangerous nature, the successful Bidder selected for this project will be a contractor/company who carries liability insurance, whose main source of annual revenue is earned through the performance of landscape work and who has demonstrated to the satisfaction of the Columbia Township that its employees are highly trained and skilled in all phases of landscaping.

The successful Bidder shall be the sole Contractor to perform this work unless an authorized Columbia Township Representative consents in writing to the subcontracting of specific aspects of the work covered by this contract.

The Contractor shall perform all work in such a fashion as to not damage sidewalks, utilities, curbs, structures, paths, trails, waterways, roadways, vehicles, people, or property. In all instances where any damage occurs, the repair of such damage shall be the responsibility of the Contractor. The Bidder should thoroughly examine and familiarize themselves with all documents and specifications. It is the responsibility of each Bidder to acquaint themselves with the existing field conditions related to performance and labor, the facilities involved, and the difficulties and restrictions attending the performance of these specifications.

The Contractor shall adhere to all applicable OSHA standards. All work must be performed in a manner as to not endanger the health or safety of any person or cause damage to property.

The Contractor is responsible for contacting all abutting property owners adjacent to where work will be performed if any aspect of the landscaping project involves the Contractor

Streetscape Plantings along Wooster Lane

Initials:     *S. M.*

being present on the abutting property. Additionally, if any aspect of the landscaping project involves debris temporarily being placed on the abutting property, property owners must be contacted by the Contractor.

## GENERAL SCOPE OF LANDSCAPING WORK

The Contractor Shall:

- A. Prepare planting site, transport materials on site as needed, excavate, grade, install landscape plants and trees, install gravel and mulch landscape beds, place boulders stones and rip rap, finish grade and seed all disturbed areas as designated in this document and accompanying drawings and as approved by the Columbia Township Representative.
- B. Provide all needed materials per associated specifications & diagrams.
- C. Remove any excess material and clean-up site.
- D. Take appropriate safety precautions before and during installation, ensuring that the site is safe before, during and after installation.
- E. Warrant all plants, materials, labor, and installation for a period of one year.
- F. Furnish equipment and labor to erect or install landscaping as specified in this document and associated specifications and diagrams.
- G. Any work incidental to the above.

## EXECUTION OF LANDSCAPING

- A. Examine proposed landscaping locations and conditions of installation; do not start work without approval from Columbia Township Representative and any unsatisfactory conditions unresolved.
- B. All planting and related procedures to occur between October 27 and December 15, 2023.
- C. Landscaping shall be performed by experienced work people familiar with planting procedures and under the direct on-site supervision of a qualified supervisor.
- D. Mark all landscape bed locations and landscape plant locations as detailed in accompanying drawings in the field and have these locations approved by the Columbia Township Representative before any work begins, if obstructions are encountered during installation that can't be readily solved by contractor, halt work and immediately contact the Columbia Township Representative. Do not proceed until an alternative has been selected and agreed to by the Columbia Township Representative.
- E. **Safety / Traffic Control:** All work shall conform to ODOT safety standards and must comply with the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Paragraph 1518, as published in the "Federal Register" Vol. 36. N.75

Streetscape Plantings along Wooster Lane

Initials:     *S. M.*

Saturday, April 17, 1971 and as amended from time to time. Traffic control is the total responsibility of the contractor and must meet requirements for maintaining traffic as indicated in the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways, current edition, the Proposal, specifications, and the plans.

- F. **Underground Utilities:** The contractor must contact OHIO811 prior to any planting or excavation work to have underground utilities located and marked. It is the Contractor's responsibility to ensure that all underground utilities (gas, electric, water, sewer, telephone, cable television, telecommunications and any other like systems or obstructions) are noted prior to installation and any conflicts between planting site and utility location reported to the Columbia Township Representative prior to any planting or excavation work. It is the contractor's responsibility to avoid damage to underground utilities.
- G. **Transport and Delivery:** Plants shall be transported as needed and handled with adequate protection in covered or closed trucks to prevent drying and wind burn. Dig, pack, transport, and handle plants with care to ensure protection against injury. Columbia Township reserves the right to reject any landscape plants or trees improperly handled or transported.
- H. **Temporary Storage:** Root systems of landscape plants and trees not immediately planted after delivery are to be adequately protected by mulch or heeling in and watering until planting occurs. Contractor assumes all risk and expense of temporary storage. Columbia Township reserves the right to reject trees improperly stored.
- I. **Planting Holes:** Excavate all planting holes per associated drawings and specifications. Excavate all planting holes with caution relating to underground utilities. Depth of the planting hole is to be no deeper than the depth of the rootball. The bottom of the planting holes shall be solidly tamped to prevent sinking. **The sides of the hole shall be roughened, not glazed, or smeared.**
- J. **Planting:** Landscape plants will be installed the same day the holes are created. Containers are to be removed before placing plants in holes. Set plants in planting pit to proper grade (1" above edge of planting pit for the top of the ball) and alignment. On tree plantings metal baskets are to be cut to have the top 1/3 removed, the top 1/3 of the burlap is to be cut back and removed from the ball and the planting hole. All rope, twine and strapping material is to be removed from the tree and the jobsite. Set all landscape plants upright, plumb and faced to give the best appearance or relationship to existing plants, structures, or walkways. Do not fracture the root ball. Tree trunks are to be kept vertical in all directions.

Streetscape Plantings along Wooster Lane

Initials:     *S. M.*



- K. **Backfilling and Amendments:** The backfill for the landscape planting consists of the existing soil excavate thoroughly broken down into small pieces and granules with all rocks or non-soil debris over 1.5" diameter removed. Mirimichi Green CarbonizPN Soil Enhancer is to be thoroughly incorporated into the existing soil backfill at the rate as specified in associated diagrams and drawings. Backfill is added to the hole and tamped with feet and or hand tools as it is placed into the pit. Do not use frozen or muddy mixtures for backfilling. Watering should be done after initial backfill to thoroughly settle the backfill and fill in voids, additional soil is to be added after watering if needed to fill in voids. The removal of all excess soil excavate is the sole responsibility of the contractor.
- L. **Watering:** The Contractor shall be fully responsible for ensuring that adequate water is provided to all plants from the point of installation until the date of Initial Acceptance. Hand water root balls of all plants to assure that the root balls have adequate moisture. Water is to be provided by the contractor.
- M. **Edging:** The tree planting bed will be edged to a vertical cut of 2".
- N. **Staking:** Staking shall be installed per diagrams associated with this document.
- O. **Mulching:** Prior to mulching the soil surface will be lightly raked to remove excessive soil clods and clumps. Mulch will be gravel or double process shredded hardwood bark placed at depths as specified in diagrams associated with this document keeping gravel or mulch 4 inches away from the trunks of trees or 3 inches away from the base of landscape plants. Watering should be done after mulching as a finishing procedure.
- P. **Finishing Procedures:** Prune dead or broken branches, smooth and finish soil grade. All pruning to be performed according to ANSI A 300 standards. Thoroughly soak plants with water after finishing mulching. Clean site, removing any excesses of material, debris, etc. Seed and straw any turf areas that were disturbed by the planting process. Seed to be Lesco Tall Fescue Select Blend (or equivalent) applied at 9 pounds per 1,000 square feet. Contact the Columbia Township Representative to report that the landscape planting site is complete and ready for inspection.
- Q. **Supervision:** Contractor consults with Columbia Township or its agent concerning details and scheduling of all work. Contractor shall always maintain on site a field supervisor in charge of work, who can communicate in English and to whom Columbia Township or its agent may issue directions and who is authorized to accept and act upon such directives. This supervisor shall have field experience with tree planting projects similar in scope that demonstrates the supervisor's abilities to manage the project to meet specifications.
- a. The landscape planting crew shall have field experience with landscape planting projects similar in scope that demonstrates their ability to perform work on the project to meet specifications.

Streetscape Plantings along Wooster Lane

Initials: S.M.

## SELECTION AND OBSERVATION OF PLANTS

- A. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
- B. All plants shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety, and cultivar.
- C. All plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified.
- D. The Columbia Township Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation, and establishment period shall not prevent that plant from later rejection if the plant quality changes, or previously existing defects become apparent that were not observed.
- E. All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.
- F. Columbia Township Representative reserves the right to select and observe all plants and to reject plants that do not meet AAN Standards. Any work to correct plant defects shall be at the contractor's expense.
- G. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Columbia Township.
- H. Submit to the Columbia Township Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection.

## CORRECTION OF WORK

- A. The contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Columbia Township Representative, at the soonest time that can be coordinated with other work and seasonal weather demands. Columbia Township will not issue a letter of initial acceptance until these defects are corrected.

Streetscape Plantings along Wooster Lane

Initials:     *S.M.*

## PLANT WARRANTY

- A. The Contractor agrees to replace or repair defective work and defective plants identified after Initial Acceptance. The Columbia Township Representative shall make the final determination if workmanship or trees are defective and require replacement or repair.
- B. Landscape plant warranty shall begin on the date of Initial Acceptance and continue for a period of one year.
- C. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner as soon as weather conditions permit and within the specified planting period.
- D. The Contractor is exempt from replacing plants, after Initial Acceptance and during the warranty period, that are removed by others, damaged by a third party, vandalism, or any natural disaster.
- E. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
- F. During and by the end of the warranty period, remove all tree wrap, ties, and staking unless agreed to by the Columbia Township Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Columbia Township Representative
- G. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
  - a. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon written request of the Contractor.

## PROVISIONS

- 1. A pre-construction meeting with the Columbia Township Representative must occur at least seven days before commencement of the tree installation operation.
- 2. A daily phone conversation with an authorized Columbia Township employee must occur by 9:00 am each working day to report where the contractor will be working that day.
- 3. The Contractor agrees to properly use and dispose of all petroleum and hazardous products, including but not limited to oil, oil filters, grease cartridges, hydraulic oil, and diesel fuel. Any on-site spillage must be reported and properly removed and cleaned up by the Contractor in accordance with applicable statutes and rules of the State of Ohio.
- 4. The execution of the entire tree planting process is not to exceed 48 consecutive days in length, barring unusual weather conditions. Work delays caused by conditions

Streetscape Plantings along Wooster Lane

Initials: 

related to weather will be discussed and approved by a Columbia Township Representative on a case-by-case basis.

5. All work processes must occur during daylight hours. The Contractor is required to coordinate work schedules with the Columbia Township Representative. The Contractor shall schedule work to minimize or avoid conflicts with any Columbia Township special events. No work shall be permitted on Saturday, Sunday, or Holidays without written approval from the Columbia Township Representative. The holidays are New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
6. Under no circumstances shall the Contractor leave a hazardous work site or situation unattended, un-barricaded or unresolved before ceasing work for the day.
7. It is the Contractor's responsibility to ensure that no unauthorized person enters the Work Zone Area while work is underway, or while any debris remains in that area.

#### **PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE**

Submit all requests for substitutions of plant species, or size to the Columbia Township Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material.

Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

#### **LANDSCAPING LOCATION**

Landscaping is to be performed in locations designated on accompanying drawings along Wooster Lane, in Columbia Township.

#### **SAFETY OF PERSONS AND PROPERTY**

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of this work.

With respect to all Work performed, the Contractor shall:

1. Comply with the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal

Streetscape Plantings along Wooster Lane

Initials:     *S. M.*

Regulations, Paragraph 1518, as published in the "Federal Register" Vol. 36. N.75 Saturday, April 17, 1971 and as mended from time to time.

2. Always exercise every precaution for the prevention of accidents and the protection of persons (including employees) and property.
3. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
4. Maintain at its office and in delivery vehicles all articles necessary for giving first aid to the injured and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the delivery site.
5. Comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
6. Promptly remedy damage and loss (other than damage or loss insured under property insurance required by the contract) to property caused in whole or in part by the Contractor or anyone directly or indirectly employed by the Contractor, or by anyone for whose acts they may be liable and for which the Contractor is, except damage or loss attributable to acts or omissions of Columbia Township or anyone directly or indirectly employed by them, or anyone for whose acts may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations for Indemnification.
7. Designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's supervisor unless otherwise designated by the Contractor in writing to Columbia Township.

## TRAFFIC CONTROL

1. The Contractor shall perform the required work with the least inconvenience to, and the maximum safety of, the Contractor and the public. The requirements for maintaining traffic shall be as indicated in the Ohio Manual of Uniform Traffic Control Devices for Streets and Highways, current edition, the Proposal, specifications, and the plans. Any variance from these requirements shall be approved by the Columbia Township Representative in writing.
2. Before work begins, the Contractors shall submit to the Columbia Township Representative the names and telephone numbers of persons who can be contacted 24 hours a day by Columbia Township and all interested police agencies. These persons shall be responsible for placing or replacing necessary traffic control devices to maintain traffic safely.
3. Police and Fire access shall always be maintained.
4. Access to abutting properties shall be always maintained.

Streetscape Plantings along Wooster Lane

Initials:     S.M.

**CLEAN-UP**

The responsibility for disposal of all debris generated by this project falls to the Contractor. The Contractor is responsible for removing any debris generated by the planting process including oil containers, bottles, paper debris, etc. All roads, parking areas, turf areas and any other areas where tree planting work is being performed are to be cleaned of all debris associated with this project. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. It is the Contractor's responsibility to provide this clean-up.

**INDEMNIFICATION**

To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless Columbia Township, Columbia Township's consultants, agents, vendors and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Supplier, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this section.

In claims against any person or entity indemnified under this section by an employee of the Supplier, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Supplier or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

Company: Erns Landscaping Inc.

Address: 4229 Roundbottom Road

City, State, Zip: Cincinnati, Ohio 45244

Office Phone: 513-271-1119

Mobile Phone: 513-623-1030

Streetscape Plantings along Wooster Lane

Initials: S. M.

Email: jmeagher@evanslandscaping.com  
Fax: N/A  
Authorized By: Jack Meagher  
Title: Supervisor

**INITIAL ACCEPTANCE**

After all, landscaping has been completed, the contractor shall immediately notify the Columbia Township representative. The Columbia Township representative will inspect the project within a ten working day period; any deficiencies will be communicated to the contractor verbally and in writing. The contractor has 15 weather acceptable working days to complete corrections. A written Initial Acceptance from the Columbia Township Representative completes the installation procedures.

**ONE-YEAR WARRANTY AND FINAL ACCEPTANCE**

Contractor agrees to warrant all trees, plants, materials, workmanship, and labor for one year from date of written Initial Acceptance. This warranty guarantees that all plants will remain healthy until the end of the warranty period. Any defective workmanship that is discovered after Initial Acceptance that could impact the health of the plant material is to be corrected within 15 days of notification by the Columbia Township representative. Two months before end of guarantee period, the Township or its agent will inspect work and notify Contractor of replacements and other corrections required to make work acceptable. At end of guarantee period, the Township or its agent inspects trees to determine final acceptance. Contractor requests this inspection in writing at least ten (10) days before its scheduled date. After inspection by the Columbia Township Representative and any needed replacements or repairs being completed, a written final acceptance will be sent to the contractor.

**QUANTITY AND PAYMENT**

Landscaping, maintenance and watering performed by the Contractor for payment may be billed when the work is completed and has been approved by the Columbia Township representative. The Proposal price for the landscaping services shall include the cost of labor, tools, equipment, materials and all else necessary therefore and incidental thereto. Ten percent (10%) of each invoice is withheld until Contractor's work and/or damages are

Streetscape Plantings along Wooster Lane

Initials: J. M.

completed to the satisfaction of Columbia Township and may be made at the end of the warranty period.

**ADDITIONAL INSTRUCTIONS**

Anything not specifically mentioned, but is usually performed in work of this character, must be done, and performed by the Contractor the same as if it were written herein.

Streetscape Plantings along Wooster Lane

Initials:     *J. M.*



PROPOSAL FORM			
QUANTITY	DESCRIPTION OF EQUIPMENT, SUPPLIES OR SERVICE		TOTAL
1	<p><u>Landscaping</u></p> <p>Landscaping Project as detailed in this document, and associated drawings and specifications.</p> <p><b>Columbia Township IS TAX EXEMPT</b></p>		\$ <u>37,500</u>

Streetscape Plantings along Wooster Lane

Initials: J.M.

**REQUEST FOR PROPOSAL**

In compliance with the REQUEST FOR PROPOSAL, and subject to all conditions hereof, the undersigned Bidder offers and agrees, if its Proposal is accepted within 10 days from the date of closing, to furnish any or all items and / or services upon which prices are Proposal in accordance with the specifications applying, at the price set opposite each item.

FIRM NAME Ervas Landscaping, Inc. SIGNATURE [Signature]  
ADDRESS 4229 Roundbottom NAME (PRINT) Snake Menzies  
Cinti, Oh. 45244 TITLE Supervisor  
PHONE 513-623-1030 DATE 10/17/23

**AWARD**

The Proposal will be awarded within 10 days after Proposal closing. No Proposal may be withdrawn in that time. Columbia Township reserves the right to reject any and all Proposals and waive irregularities in the Proposals.

**ACCEPTANCE OF PROPOSAL (AWARD)**

Award shall go to "Lowest responsive and responsible Bidder". Prior to acceptance of the Proposal and prior to performing work, the Contractor shall furnish proof of the below required documents:

- 1. Certificate of Insurance, including Columbia Township named as Additional Insured.
- 2. Ohio Bureau of Workers' Compensation (BWC) Certificate of Coverage.
- 3. 100% satisfactory performance and payment bond
- 4. New Vendor Form (if applicable, for Finance department purposes).
- 5. Emergency contacts.
- 6. Signed and completed Request for Proposal
- 7. Initial all pages in the area provided on the footer of each page.

Streetscape Plantings along Wooster Lane

Initials: [Signature]