



Columbia Township, Hamilton County, Ohio  
5686 Kenwood Road, Cincinnati 45227  
(513) 561-6046

**REQUEST FOR BIDS**

**STREET TREE PLANTING**

**NED – Neighborhood Economic Development Program**

**Phase 2**

**2023**

**INVITATION**

Columbia Township is soliciting competitive sealed Bids for street tree planting in various locations in Columbia Township subject to the conditions below (“Project”). 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)

## **Section 1: Bid**

### **BID SUBMISSION**

Bids must be delivered, in person by company representative or by contract courier, to Columbia Township Administration, 5686 Kenwood Road, Cincinnati, Ohio, 45227, on or **before 10:00 am Thursday, August 10, 2023**. Late Bids will not be accepted. Faxed or emailed responses will not be accepted or considered. All Bids must be submitted in a sealed envelope and marked with the Bidder's name, the Bidder's address, and NED PHASE 2 STREET TREE PLANTING. Each Bid must contain the full name of the party or parties submitting the same and all persons interested therein. Envelopes which are not sealed will not be accepted.

### **BID OPENING**

**10:00 am Thursday, August 10, 2023**

Columbia Township Administration, 5686 Kenwood Rd., Cincinnati 45227

Bidder attendance at the Bid Opening is welcomed but not mandatory.

### **PERFORM SERVICE BY**

Service to be completed between October 2 and November 30, 2023.

### **AWARD**

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 No Bid may be withdrawn in that time.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

### **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 Bid Sum in the Bidder's 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.

## **PREVAILING WAGE**

Prevailing Wage rates DO APPLY. All Bidders must comply with the prevailing wage rates on Public Improvements in Hamilton County and Columbia Township as determined by the Ohio Department of Wage & Hour Administration.

## **GENERAL BID CONDITIONS**

Bids 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.

**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 Bid date cannot be answered. Any addenda issued during the Bidding period are to be included in the Bid and shall become a part thereof.

## **PERFORMANCE BOND**

The successful Bidder shall furnish a Performance Bond before commencing the work. The Performance Bond shall be in an amount equal to 100% of the full amount of the Bid Sum as security for the faithful performance of the obligation of the Contract Documents.

## **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 Bid. The submission of a Bid 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 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 date for this purpose as the Owner may request.

The Owner reserves the right to reject any Bid 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 of the accuracy of the estimated quantities in the Bid Form by examination of the site and a review of the drawings and specifications including Addenda. After Bids 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 BID**

Bidder may withdraw its Bid, in person only, at any time prior to the scheduled time for closing the receipt of Bids. Withdrawals after the scheduled time for closing the receipt of Bids will not be permitted for a period of sixty (60) days.

Any Bidder may change or modify the Bid in the same manner in which it was originally submitted, but no Bidder may withdraw its Bid after the specified time of the opening of Bids.

Bids received after the specified time of the Bid opening will be returned to the Bidder unopened.

### **CONSIDERATION OF BIDS**

The Owner may waive any informalities or minor defects or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. The Owner shall declare a Bid non-responsive as indicated in Section 102.14.

In the event that a Bidder's Bid is substantially lower than the other Bids for the same work and the Bidder wishes to withdraw his Bid, and the Bid was submitted in good faith, and the reason for the Bid amount being substantially lower was a clerical error as opposed to a judgment error & was actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor or materials made directly in the compilation of the Bid, the Bidder shall have in the Owner's hands, within two business days (48 business day hours) after the time of Bid opening stated in the Bidding documents, a written request for consideration of withdrawal of his Bid. After due consideration of the Bidding error, the Owner may, at his discretion, permit withdrawal of the Bid.

If any person contemplating the submission of a Bid 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 interpretations of proposed Documents except as issued in accordance herewith. Should there be any reason why the contract 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", the "Contract Bonds" 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-Bid or let to another Bidder.

## **PREPARATION AND SUBMISSION OF BID**

Each Bid must be submitted, in person by company representative or by contract courier, in a sealed envelope addressed to the Owner. Each sealed envelope containing a Bid must be plainly marked on the outside with the name of the Bidder, address, and the name of the Project for which the Bid is submitted. One copy of the Bid Form is required. All blank spaces for Bid Prices must be filled in ink or typewritten.

The Bid must be submitted on the original Bid Form furnished by the Owner. They shall be signed in ink by an authorized representative of the Bidder. Interlineations, alterations, or changes in a Bid must be explained or noted over the signature of the Bidder. Bids 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 Bids 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 2, 2023, and November 30, 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.

If the Contractor fails to complete the work within the Contract time, then the Contractor will pay to the Owner, the amount for liquidated damages as specified herein for such calendar days that the Contractor shall be in default after the time stipulated in the Contract Documents.

The Contractor shall not be charged with liquidated damages or any excess when the delays in completion of the work is due to the following, and the Contractor has promptly given written notice of such delay to the Columbia Township representative.

- A. To any preference, priority or allocation order duly issued by the Owner.
- B. To unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, or of the public enemy, acts of the Owner, fires, floods epidemic, quarantine, restrictions, strike, freight embargoes, and abnormal and unforeseeable weather.

### **LIQUIDATED DAMAGES**

Failure to complete the project within the agreed timeframe shall subject the Contractor to liquated damages. Said damages shall be assessed against the prime Contractor in accordance with Section 108.06 and 108.07 of the State of Ohio Department of Transportation Construction & Material Specifications. No exceptions will be made.

### **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.

**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.
  - 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 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.

## Section 2: Project

### GENERAL DESCRIPTION OF TREE PLANTING SERVICES

The scope of work shall include all supervision, labor, tools, materials, equipment, and expertise necessary to deliver, plant, water and guarantee approximately 292 trees. Trees to be planted will range in size from 1.5" to 2" caliper or 15 - 25-gallon containers as specified in this document. All trees and materials will be provided by the contractor who is awarded the project. All trees are to be single trunk tree form unless otherwise specified.

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 tree installation and reforestation work, and who has demonstrated to the satisfaction of the Columbia Township that its employees are highly trained and skilled in all phases of tree planting and reforestation work.

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

## GENERAL SCOPE OF TREE PLANTING WORK

The Contractor Shall:

- A. Prepare planting site, transport materials on site as needed, plant and finish balled and burlapped trees and containerized trees at locations as designated in this document and approved by the Columbia Township Representative.
- B. Provide and apply soil amendments and mulch for each plant within the designated planting bed areas, as specified in this document and per associated specifications & diagrams.
- C. Purchase and furnish all materials, including plant materials, equipment, and labor to "finish" the planting including mulching, staking, watering, and pruning.
- D. Remove excess material and clean-up site.
- E. Take appropriate safety precautions before and during installation, ensuring that the site is safe before, during and after installation.
- F. Warrant all plants, materials, labor, and installation for a period of one year.
- G. Furnish equipment and labor to erect or install any specified staking or tree protection.
- H. Any work incidental to the above.

## EXECUTION OF TREE PLANTING

- A. Examine proposed tree planting location 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 2 and November 30, 2023.
- C. Tree installation shall be performed by experienced work people familiar with planting procedures and under the direct on-site supervision of a qualified supervisor.
- D. Locate tree planting locations as flagged or marked by the Columbia Township Representative. 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 site 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 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 Bid, specifications, and the plans.

Columbia Township (Hamilton County) NED PHASE 2 STREET TREE PLANTING

Bidder's Initials: \_\_\_\_\_

- 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 trees improperly handled or transported.
- H. **Temporary Storage:** Root systems of 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. **Tree Planting Holes:** Excavate trees pits with the diameter of the hole at least 24" wider than the widest diameter of the root ball. Excavate all planting holes with caution relating to underground utilities. All Planting holes are to be hand dug or with mechanical excavator, no holes are to be dug with an auger. 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:** Trees will be installed the same day the holes are created. Containers are to be removed before placing tree in hole. Set plants in planting pit to proper grade (1" above edge of planting pit for the top of the ball) and alignment. All metal baskets 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 trees 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.
- K. **Backfilling and Amendments:** The backfill for the tree 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 of 2 pounds per tree. 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 Installation:** Staking shall be performed per diagrams that are a part of this document.
- O **Mulching:** Prior to mulching the soil surface will be lightly raked to remove excessive soil clods and clumps. Mulch will be double process shredded hardwood bark mulch placed at a 2” depth over the entire planting bed keeping mulch 4 inches away from the trunk of the tree. 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 tree with water after finishing mulch. Clean site, removing any excesses of material, debris, etc. Seed and straw any turf areas that were disturbed turf 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 tree 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 maintain on site a field supervisor in charge of work at all times, 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 tree planting crew shall have field experience with tree planting projects similar in scope that demonstrates their ability to perform work on the project to meet specifications.

**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 trees 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 trees shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified.
- D. All trees are to be single trunk unless otherwise specified by the Columbia Township Representative.
- E. 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.

- F. 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.
- G. 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.
- H. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Columbia Township.
- I. 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.

## **TREE 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. Tree 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 60 consecutive days in length, barring unusual weather conditions. Work delays caused by conditions 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.

## **TREE PLANTING LOCATIONS**

Tree planting locations are in various Columbia Township sites. Planting locations will be marked in the field with white paint 20 days in advance of the planting season. Diagrams and descriptions depicting the approximate location of the trees to be planted, maintained, and watered are a part of specifications accompanying this document.

## **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 Regulations, Paragraph 1518, as published in the "Federal Register" Vol. 36. N.75 Saturday, April 17, 1971 and as amended 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 Bid, 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 be always maintained.
4. Access to abutting properties shall be always maintained.

## **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: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorized By: \_\_\_\_\_

Title: \_\_\_\_\_

**INITIAL ACCEPTANCE**

After all tree planting locations have been planted and finished, the contractor shall immediately notify the Columbia Township representative. The Columbia Township representative will inspect all locations 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, 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**

Tree planting, 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 Bid price for the tree planting 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 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.

BID FORM			
QUANTITY	DESCRIPTION OF EQUIPMENT, SUPPLIES OR SERVICE		TOTAL
1	<p><u>Tree Planting</u></p> <p>Tree Planting Project as described in this document. All 292 Trees (See list of trees on following page)</p> <p><b>Columbia Township IS TAX EXEMPT</b></p>		\$_____

Tree Species and Size	Qty
Nyssa sylvatica 'Northern Splendor', 15 gallon container	4
Ulmus 'Patriot' 15 gallon container	10
Quercus bicolor 1.75" caliper, Balled and Burlapped	5
Crataegus crus-galli var. inermis 'Crusader', 1.5" caliper Balled & Burlapped	6
Thuja 'Spring Grove' 15 gallon container	5
Nyssa sylvatica 'Wildfire, 15 gallon container	7
Zelkova serrata 'Wireless', 25 gallon container	17
Acer x freemanii 'Autumn Blaze, 25 gallon container	4
Ulmus x 'Frontier' 15 gallon container	7
Syringa reticulata, 20 gallon container	23
Nyssa sylvatica 'Green Gable', 15 gallon container	29
Acer x freemanii 'Autumn Fantasy', 25 gallon container	10
Chionanthus retusus 1.75" caliper, Balled & Burlapped	27
Zelkova serrata 'City Sprite' 25 gallon container	26
Acer x freemanii 'Armstrong', 25 gallon container	2
Ginkgo biloba 'Princeton Sentry' 20 gallon container	2
Nyssa sylvatica 'Tupelo Tower ', 15-gallon container	13
Acer buergerianum, 1.75" Balled and Burlapped	12
Parrotia persica single trunk 1.75" balled & burlapped	20
Platanus x 'Exclamation', 20 gallon container	3
Viburnum prunifolium 'Dark Tower', 1.75" Balled and Burlapped	8
Acer campestra 1.75" caliper, balled & burlapped	19
Gleditsia triacanthos var. inermis 'Draves' 25-gallon container	15
Koelreuteria paniculata, 15-gallon container	11
Ostrya virginiana, 1.75" caliper, balled & burlapped,	7
	292

**REQUEST FOR BID**

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

FIRM NAME \_\_\_\_\_ SIGNATURE\_\_\_\_\_

ADDRESS \_\_\_\_\_ NAME (PRINT)\_\_\_\_\_

\_\_\_\_\_ TITLE \_\_\_\_\_

PHONE \_\_\_\_\_ DATE \_\_\_\_\_

**AWARD**

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

**ACCEPTANCE OF BID (AWARD)**

Award shall go to "Lowest responsive and responsible Bidder". Prior to acceptance of the Bid 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 Bid
7. Initial all pages in the area provided on the footer of each page.