



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

Tree Trimming and/or Removal

Bids due by: *February 15, 2018 @ 10 a.m.*

Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

David G. Kline, Mayor
Michael Rorar, Director of Public Service

**City of Tallmadge Department of Public Service
Invitation to Bid**

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Thursday, February 15, 2018 with bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

Tree Trimming and/or Removal

It is the intent of the City of Tallmadge (the City) to establish an annual contract with a qualified contractor to provide tree trimming and removal services on an “as needed basis” for the City of Tallmadge

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org>

Bidders must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Bid Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

A certified check, cashier’s check or surety bond in the amount of \$500.00 made payable to the City of Tallmadge must accompany the bid as a guaranty the contract and its performance are properly secured if the bid is accepted. The City of Tallmadge will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

The award of this contract shall be to the lowest and best bidder. The City of Tallmadge reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

The bidder is responsible for monitoring the above-named website for any official addenda.

Please contact Linda Poinar in the Public Service Department at lpoinar@tallmadge-ohio.org if you have any questions regarding this bid.

Michael Rorar
Director of Public Service
Ordinance 18-2018

Published in the Akron Beacon Journal:

January 30, 2018
February 6, 2018

Table of Contents and Bidder's Checklist

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- _____ Cover sheet (Page 1)
- _____ Invitation to Bid (Page 2)
- _____ Table of Contents and Bidder's Checklist (Page 3)
- _____ Section I: Instruction to Bidders (Pages 4 - 5)
- _____ Section II: Bid Forms (Pages 6 - 21)
 - _____ Bid Form List
 - _____ Bid Form 1: Note
 - _____ Bid Form 2: Bid Guaranty and Contract Bond
 - _____ Bid Form 3: Non-Collusion Affidavit
 - _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 6: Certification of Drug Free Workplace
 - _____ Bid Form 7: Certification for Local Preference Certification
 - _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
 - _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
 - _____ Bid Form 10: Certification of No Personal Interest
 - _____ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
 - _____ Bid Form 12: OPERS Form
- _____ Section III: Bid Specifications (Pages 22 - 24)
- _____ Section IV: Proposal and Signature Pages (Pages 25 - 27)
- _____ Section V: Alternate Bid – Stump Grinding (Page 28)
- _____ Section VI: Tallmadge Codified Ordinance (Pages 29)
- _____ Section VII: Equipment List (to be submitted with bid) (Page 30)
- _____ Section VIII: Bidder References (to be submitted with bid) (Page 31)
- _____ Section IX: Experience of Management/ Supervisory Personnel (to be submitted with bid) (Page 32)

SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications and Contract Documents must be intact and included in the bid submittal. Bidders must use the forms provided on the City of Tallmadge website as none other will be accepted.

The City of Tallmadge does encourage bidders to submit all bid forms with their bids.

Submit all bids to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Invitation to Bid posted on the City of Tallmadge's website at [https:// www.tallmadge-ohio.org](https://www.tallmadge-ohio.org)

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Thursday, February 15, 2018. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Thursday, February 15, 2018.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with www.vendorregistry.com so that the City has all the necessary vendor information.

The term of this contract shall be for three (3) years, with the option to renew for two (2) additional twelve-month periods. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

The work to be accomplished under this Contract requires experience in the field of arboriculture. In reviewing bids to determine who is the lowest and best, the City will take into consideration the extent to which the bid conforms to the bid specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The City specifically reserves the right to reject any bids for which the bidder fails to demonstrate the ability to provide the service required in a responsible manner.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Tallmadge may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Bid will be awarded to the lowest and best bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the bid, by the City of Tallmadge, the successful bidder will receive an official award notification from the City. The signed contract will represent agreement between the City and the successful bidder for tree trimming and removal services (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be included as an additional insured.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

After satisfactory completion of services, the Contractor shall forward invoice(s) to the following address: The City of Tallmadge, Public Service Department, 46 North Ave., Tallmadge, Ohio 44278. This is not a prevailing wage contract.

SECTION II: BID FORMS

- _____ Bid Form 1: Note
- _____ Bid Form 2: Bid Guaranty and Contract Bond
- _____ Bid Form 3: Non-Collusion Affidavit
- _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
- _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
- _____ Bid Form 6: Certification of Drug Free Workplace
- _____ Bid Form 7: Certification for Local Preference
- _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
- _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
- _____ Bid Form 10: Certification of No Personal Interest
- _____ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
- _____ Bid Form 12: OPERS Form

NOTE

The bidder hereby agrees that the Public Service Director has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest responsive and responsible bidder.

(Signature of Officer, Partner or Owner)

(Date)

(Business Address of Bidder)

(Business Phone Number of Bidder)

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: _____

_____ on
(State Amount)

(Name of Bank or Bonding Company)

deposited herewith.

(Bidder)

(Date)

ALL BIDS NOT IN CONFORMITY WITH THESE PROVISIONS WILL BE REJECTED.

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____
_____ as Principal, and
_____ as Sureties, are hereby held and firmly bound unto the

CITY OF TALLMADGE, OHIO

as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the ____ day of _____, 20__ to undertake the Project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal has submitted a Bid for _____
_____ for the City of Tallmadge, Ohio;

NOW THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Bid and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith Contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed

that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

_____ day of _____, 20_____.

_____ Principal

By _____

_____ Surety

By _____

Address _____

Phone No. _____

(SEAL)

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

**STATEMENT OF LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES***

STATE OF OHIO)
)SS:
COUNTY OF _____)

_____, being first duly sworn, says that
(See note below)

he may be awarded a contract by _____
(Name of Subdivision)

after competitive bidding; and that at the time of the submission of said affivant
was charged with delinquent personal property taxes on the general tax list of
personal property of _____.
(Name of County and State)

and that the amount of the due and unpaid delinquent tax is \$ _____
and

that the amount of the due and unpaid penalties and interest is \$ _____

Sworn to and subscribed before me this _____ day _____ of
20__.

Notary Public in and for the

COUNTY OF _____ STATE OF

My commission expires _____

.Note:

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

***Complete either Statement of Non-Liability or Statement of Liability, but not both.**

CERTIFICATION OF
DRUG FREE WORKPLACE

BIDDER'S NAME: _____

ADDRESS: _____

CITY, STATE: _____

Project: _____

CERTIFICATION

The undersigned, being a duly authorized agent of the Bidder does certify that the following facts are true:

1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the work place is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
2. It is the policy of the Bidder that any employee convicted of violating a criminal drug statute occurring in the work place is required to notify the employer of said conviction within five (5) days after such conviction.
3. Bidder has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
4. Bidder has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract resulting from the competitive bidding process only with those Bidders who provide a drug free workplace by meeting the above requirements.

DATE: _____

Signature: _____

Title: _____

CERTIFICATION FOR LOCAL PREFERENCE

The undersigned bidder does hereby certify that his principal place of business is within the corporate limits of the City of Tallmadge, Ohio or within the Brimfield / Tallmadge JEDD Area and that he qualifies as a **“local business”** by complying with the following policy as established by Ord. 126-97 Section 143.06:

Local Preference Policy

A. DEFINITIONS:

1. “Business” means a domestic corporation, sole proprietorship, partnership, or joint venture whose principal place of business is located in Tallmadge, Ohio or is located within the area designated as a Joint Economic Development District as established by the City of Tallmadge and the Township of Brimfield. If one party to joint venture has its principal place of business in Tallmadge, Ohio, or is located within the Joint Economic Development District, the joint venture shall be considered as having its principal place of business in Tallmadge. No business as defined herein shall benefit from the local preference policy unless it is participating in the JEDD by withholding and paying City income tax.

2. “Bidder” means the respondent to invitations to bid and/or to requests for proposals.

B. Bidders having established their principal place of business in Tallmadge, Ohio for two successive calendar years immediately preceding the bid opening date or proposal date, may be preferred as lowest if their bid does not exceed the lowest bid by more than 3%, not to exceed ten thousand dollars (\$10,000) of the apparent low bid.

C. To qualify for local preference bidders shall include the following on their bid or proposal documents:

1. Certification that “The bidder of offer hereby certifies that its principal place of business is in Tallmadge, Ohio and has been for at least two successive years immediately preceding the opening date herein”.

2. Location of principal place of business.

3. Date of business establishment

4. If the bid is for a City vehicle or motor vehicle or accessory, the bidder’s price shall be the same as or lower than the State Purchasing Program price.

D. Each bidder shall have only one principal place of business.

E. Local preference may be applied as provided herein where prohibited by state or federal law.

F. Local preference may be applied in considering the lowest bid and shall not waive or nullify evaluation of bidders which are responsive and responsible or lowest and best.

G. In determining the qualifications of bidders for supplies, commodities, materials, equipment, furnishings or general services as lowest responsive and responsible or lowest and best bidder, the Board of Control shall exercise a preference of local bidders as provided for herein. The local preference shall apply to contracts for the building, repair or renovation of public buildings or improvements

BIDDER’S NAME _____ DATE BUSINESS ESTABLISHED _____

Location of principal place of business _____

Successive years at this location immediately prior to bid opening date: _____

DATED _____ Signed _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF _____ ss:

Personally, appeared before me the undersigned, a bidder, a representative of a bidder, a contractor or vendor on behalf of

_____ for a contract for _____
(Name of Business) (Type of Product or Service)

to be let by the City of Tallmadge, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under R.C. Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the corporation, business trust, estate, individual business owner, partner or owner of partnership or other unincorporated business, shareholder of an association, that all of the following persons, where applicable, are in compliance with R.C. 3517.13.
 - a. each owner of more than twenty percent of a corporation;
 - b. each individual, partnership or other unincorporated business, association, including without limitation, professional associations;
 - c. each shareholder of an association, administrator or executor of any estate and trustee of any trust, or political action committee associated with any of the foregoing;
 - d. each spouse of the above;
 - e. each child seven years of age to seventeen years of age of any of the above;
 - f. any combination of the above.
2. The undersigned further certifies that if awarded a contract as a result of competitive bidding, or request for proposals, he, she or it shall not once the contract is awarded and extending until one year following the conclusion of the contract, make as an individual, one or more campaign contributions totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 (over a two year period), to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, including individuals or groups of individuals specified in paragraph 1, above.

Signature _____

Title _____

Sworn to before me, a notary public, and subscribed in my presence this _____ day of _____ 20_____.

Notary Public _____

My Commission Expires _____

CITY OF TALLMADGE
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

1. To the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. If you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)

<input type="checkbox"/>	Spouse
<input type="checkbox"/>	Child whether dependent or independent
<input type="checkbox"/>	Parent
<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Sibling
<input type="checkbox"/>	Aunt/Uncle
<input type="checkbox"/>	In-law
<input type="checkbox"/>	Step-child
<input type="checkbox"/>	Step-parent
<input type="checkbox"/>	Step-grandparent
<input type="checkbox"/>	Step-sibling
<input type="checkbox"/>	Step-aunt/Step-Uncle
<input type="checkbox"/>	Any other person related by blood or marriage and residing in the same household
<input type="checkbox"/>	Prior business relationship or business associate
<input type="checkbox"/>	Friend
<input type="checkbox"/>	Other significant relationship

1. If you answered Other significant relationship in question number 2, please explain below:

2. Please provide below the name(s) of any and all employees of the City of Tallmadge with whom you have any of the above relationships:

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Print Name

Signature

Date

CITY OF TALLMADGE
CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the City of Tallmadge; unless otherwise disclosed in writing to all officers and elected officials of the city.
2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.
4. No owner, officer, employee or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

DATE: _____

CONTRACTOR:

Name of Organization

Signature

Title

OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

Please answer the questions below to determine if you will be required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

Question 1:

Are you a sole proprietor/independent contractor?

Yes. You are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form. If you have less than 5 employees, each employee is also required to complete the form.

No. Please go to Question 2.

Question 2:

Are you a business entity with less than 5 employees?

Yes. You and each of your employees are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

No. Please sign the statement below.

I have answered the above questions accurately and truthfully. Based on those answers, I will not be completing the OPERS Independent Worker/Contractor Acknowledgment Form .

Signature

Title

Printed Name



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

— — —

First Name

MI Last Name

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI Last Name

Employer Code

Employer Contact Phone Number

— — —

Service Provided to Public Employer

Start Date of Service

Month Day Year

/ /

End Date of Service

Month Day Year

/ /

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date / /
Do not print or type name

SECTION III: BID SPECIFICATIONS

A. SCOPE OF WORK

1. The City is seeking a qualified contractor to perform tree trimming and removal services and related work. The scope of work is to provide all supervision, labor, tools, equipment, and services required to perform tree maintenance work as specified herein. Contractor shall furnish all necessary supervision, labor, equipment, tools, and transportation, and other resources for pruning, trimming, dead wood, and removal of all trees.
2. All work performed by the contractor will be subject to inspection by the City of Tallmadge Street Department, and payment will be withheld for any work not complying with the above referenced specs until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.
3. Contractor shall remove all wood, brush, chips, and debris from the job site unless directed otherwise by the Street Superintendent. Contractor shall handle such material in a manner consistent with all applicable laws and regulations, and shall take care to avoid obstructing roads, sidewalks, and lawns. Contractor shall be responsible for all parts of the work area and the removal of all debris and surplus material, to leave the area in as good a condition as when the work commenced.
4. The City does not currently have any tree pruning and related work for the selected contract to perform. It is the intent of the City to have the selected contractor available for projects and emergency storm work on an "as needed basis". The selected contractor will be given ample notice of projects and their expected completion time. Selected contractor will be expected to be available for emergency response always unless otherwise coordinated with the Street Superintendent.

B. EQUIPMENT AND PERSONNEL SPECIFICATION

Equipment, tools, and personnel to be supplied by the contractor include:

1. The contractor will supply the necessary equipment to fulfill the job such as chainsaws, blowers, etc.
2. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.
3. Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used.

C. SAFETY AND LIABILITY

1. Contractor must contact Ohio Utilities Protection Services to have utilities marked before the start of the project. Call 811
2. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
3. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioMUTCD/Pages/OMUTCD2012_current_default.aspx

4. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
5. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
6. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

D. EMERGENCY WORK

1. **Need and Response**
Throughout the term of the contract, it may become necessary for the Contractor to assist the City in providing emergency tree services. The Contractor shall provide telephone numbers at which a representative can be reached on a 24-hour emergency basis. When severe winds, ice storms, or other conditions cause a need for emergency assistance, the Contractor shall respond and commence work as soon as possible after receiving the emergency request notification. The cost of additional crews will be equal to or the same as this contracted price.

E. OTHER REQUIREMENTS

1. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this contract including business license requirements of the City of Tallmadge.
2. Contractor shall not pull the crew off-line for storm duty in another locale without first receiving permission from the City Service Director.

F. AWARD PROCESS

1. Contracts will be awarded based on the sum of lowest and best bidder average of Category 1, 2, 3 & 4 for tree service. A separate contract may be awarded for stump grinding based on the average price.
2. The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.
3. The Board of Control will consider the pricing for standard and emergency trims and removals when awarding all contracts.

G. QUESTIONS AND ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. All questions should be directed to:
Linda Poinar
City of Tallmadge Service Department
Email: lpoinar@tallmadge-ohio.org
3. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
5. Please be advised that when you submit a bid to the City of Tallmadge, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
6. Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Michael Rorar, Director of Public Service at mrorar@tallmadge-ohio.org If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
7. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
8. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids.

Section IV: PROPOSAL and SIGNATURE PAGES

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Tree trimming and removal work shall be bid in four categories: Standard Tree Trimming, Standard Tree Removal, Emergency Tree Trimming, Emergency Tree Removal, all in the road right of way. Travel and mobilization expenses shall be included in the unit bid prices.

The diameter of each tree will be derived by using the Diameter at Breast Height or DBH the diameter measured at 4.5 feet or 1.37 meters above ground.

Tier One: Can be trimmed or removed without an aerial lift and/or there are no obstacles in work zone. Example: Plant, shrubs, retaining walls, yard decorations, wires or buildings.

Tier Two: Will require one (1) aerial lift or climber. Site contains minor obstacles in the work area that will require tree to be trimmed or removed using some basic rigging techniques or by removing tree by taking it down in manageable pieces to avoid damage to land owner's property, City streets and/or sidewalks. There should be no wire in drop down zone.

Tier Three: Will require an aerial lift or climber. Site contains large or major obstacles in work area that will require advanced rigging. Example: such as houses, flower beds, retaining walls or wire (electrical, cable or telephone.)

Emergency Trim or Removal: Highest Priority - Tree or limbs needs removed ASAP.

Trees that are larger than 50" in diameter may, at the City's discretion be bid out separate from this contract.

Bid Category 1: Standard Tree Trimming (In Road Right of Way)

	Tier One Unit Price	Tier Two Unit Price	Tier Three Unit Price		
6in. to 8 in diameter					
8 in. to 15 in. diameter					
16 in. to 30 in. diameter					
31 in. to 50 in. diameter					
Total of Tiers				Average of Tiers	

Bid Category 2: Standard Tree Removal (In Road Right of Way)

	Tier One Unit Price	Tier Two Unit Price	Tier Three Unit Price		
6in. to 8 in diameter					
8 in. to 20 in. diameter					
21 in. to 28 in. diameter					
29 in. to 36 in. diameter					
37 in. to 50 in. diameter					
Total of Tiers				Average of Tiers	

Bid Category 3: Emergency Tree Trimming (In Road Right of Way)

	Tier One Unit Price	Tier Two Unit Price	Tier Three Unit Price		
6in. to 8 in diameter					
8 in. to 15 in. diameter					
16 in. to 30 in. diameter					
31 in. to 50 in. diameter					
Total of Tiers				Average of Tiers	

Bid Category 4: Emergency Tree Removal (In Road Right of Way)

	Tier One Unit Price	Tier Two Unit Price	Tier Three Unit Price		
6in. to 8 in diameter					
8 in. to 20 in. diameter					
21 in. to 28 in. diameter					
29 in. to 36 in. diameter					
37 in. to 50 in. diameter					
Total of Tiers				Average of Tiers	

Sum of Averages for Bid Categories 1, 2, 3 and 4 \$ _____

Authorized Signature

Title

Date

Section IV: ALTERNATE BID – STUMP GRINDING

Stump Grinding

- Contractors selected for stump grinding will provide stump grinding services based on stump diameter. Low bid will be based on the average price of the four size categories.
- The measurement of the diameter of a stump will be taken where the root flair enters the ground for the purposes of bidding and pricing.
- Stumps shall be ground to at least eight (8) inches below grade unless otherwise directed by the requesting department.
- Stump grounds must be left in the resulting hole so that the ground stump is flush with the surrounding ground unless otherwise directed by the requesting department.
- It will be the responsibility of the selected contractor(s) to contact the Ohio Utilities Protection Service (OUPS) before grinding any stump.

Stump	Price		
8 in. to 20 in. diameter			
21 in. to 28 in. diameter			
29 in. to 36 in. diameter			
37 in. to 50 in. diameter			
Total Price		Total Average Price	

Authorized Signature _____ Title _____ Date _____

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR THE MAINTENANCE OR REMOVAL OF TREES AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, it is necessary to maintain the upkeep and remove trees in the City of Tallmadge.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. That the Mayor, acting through the Director of Public Service, is hereby authorized and directed to advertise according to law for bids and to contract with the lowest and best bidder upon proper approval by the Board of Control and enter into a contract for the maintenance and removal of trees in the City.

SECTION 2. That such written contract shall be awarded under the provisions of Tallmadge Codified Ordinance Chapter 143, and shall be approved as to form and correctness by the Director of Law and proper certification of funds by the Director of Finance.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: 1-11-18

Susan E. Burton
Susan E. Burton, Clerk of Council
MER/jtrc
1/8/18
Filed with the Mayor 1-12-18

Carol A. Kilway
Carol A. Kilway, President of Council

Approved:
David G. Kline
David G. Kline, Mayor

This 18th day of Jan, 2018

Committee Assignment: Public Services

Readings: 1st 1-11-18 2d _____ 3d _____

J. DONOVAN - ABS.

Vote: 10 - 0 - 0

For: 10 Against: 0 Abstain: 0

I, Clerk of Council of the City of Tallmadge, Ohio do hereby certify that there is no newspaper printed in said City and that the publication of the foregoing Ordinance was duly made by posting true copies thereof at seven of the public places in said City as determined by Council as follows: City of Tallmadge website, Tallmadge Branch of Akron Summit County Public Library, Tallmadge Community Center, Tallmadge Recreation Center and Tallmadge City Building, each for a period of 15 days commencing:

Date _____ Susan E. Burton
Clerk of Council, City of Tallmadge, Ohio

Section IX: BIDDER REFERENCES

Complete the following information about Municipalities, which have been serviced by the contractor for similar work, within a 30 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

NON-MUNICIPALTY REFERENCES / and CONTACTS

Company Name	Address	Contact:	Phone Number

Section X: EXPERIENCE of MANAGEMENT/ SUPERVISORY PERSONNEL

Employees Name	Years with Company	Years Managed	Number of Employees Managed