

Invitation to Bid

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Tree Planting Project, GP 1256, Phase II

Item/Project

Engineering Department

Responsible Department

Monday, April 16, 2018 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Tree Planting Project, GP 1256, Phase II
Engineering Department

LEGAL NOTICE
Ordinance 76/2018

The Director of Public Service of the City of Canton, Ohio will accept sealed bids **on or before 2:00 PM local time** Monday, April 16, 2018, for the purpose of entering into contract for the:

Tree Planting Project, GP 1256, Phase II

The City will disqualify any bid not received on or before 2:00 PM local time on Monday, April 16, 2018. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Fourth Floor Human Resources Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/**Fourth Floor**, Canton, Ohio 44702 according to the instructions in the Invitation to Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton 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. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. 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.

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 Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Each bid must contain the full name of every person or company participating in the bid.

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 Canton.

All companies must submit their Federal ID Number for IRS purposes.

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

It is requested that the bidder print the entire Invitation to Bid and submit it in its entirety. The City also requests that the bidder submits an original completed bid packet and two (2) copies of that completed packet for a total of three (3) bid packet copies.

Please contact Assistant Director of Purchasing Katie Wise at kathryn.wise@cantonohio.gov if you have any questions regarding this bid.

By order of the Director of Public Service: John M. Highman, Jr.
Published in the Canton Repository: March 30, 2018 and April 6, 2018

**Tree Planting Project, GP 1256, Phase II
Engineering Department**

Section I: 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 Canton. 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)
- _____ Legal Notice (Page 2)
- _____ Section I: Table of Contents and Bidder's Checklist (Page 3)
- _____ Section II: Bid Forms and Instructions (Pages 4-22)
 - _____ Bid Form Instructions
 - _____ Bid Form 1: Bidder and Contractor Employment Practices Report
 - _____ Bid Form 2: Authority of Signatory
 - _____ Bid Form 3: Bid Guaranty
 - _____ Bid Form 4: Bidder Information
 - _____ Bid Form 5: Non-Collusion Affidavit
 - _____ Bid Form 6: Insurance Requirements
 - _____ Bid Form 7: Affidavit for Foreign Corporations
 - _____ Bid Form 8: Personal Property Tax Certification (ORC 5719.042)
 - _____ Bid Form 9: Certification – Auditor of the State Of Ohio
 - _____ Bid Form 10: Articles of Incorporation
 - _____ Bid Form 11: W9 Tax Form
- _____ Section III: City of Canton Income Tax Information (Page 23-24)
- _____ Section IV: Canton Codified Ordinances (Pages 25-29)
- _____ Section V: Bid Specifications (Pages 30-43)
- _____ Section VI: Proposal and Signature Pages (Pages 44-47)
- _____ Proof of City of Canton Tree Contractor License
- _____ Equipment List (to be submitted with bid)
- _____ Exhibit A: List and Map Locations of Planting Sites (Posted In Separate Attachment)

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Section II: Bid Forms and Instructions

Bid Form Instructions

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 10 will be required of the successful bidder but may be submitted after the awarding of the contract.

*****The City of Canton does encourage bidders to submit all bid forms with their bids*****

Bid Form 1: Bidder and Contractor Employment Practices Report

This form is designed to provide an evaluation of a bidder's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

Bid Form 2: Authority of Signatory

The authority of the bid signatory must be established. Bid Form 2 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and instructions as to how signature authority is commonly established.

Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

Bid Form 4: Bidder Information

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

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Bid Form 5: Non-Collusion Affidavit

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided.

Bid Form 6: Insurance Requirements

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

All bidders would be well advised to consult their insurance agents as soon as possible so that all questions and concerns can be given due consideration.

Bid Form 7: Affidavit for Foreign Corporations

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

Bid Form 9: Certification – Auditor of the State Of Ohio

This form is used to certify that the bidder does not have outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio.

Bid Form 10: Articles of Incorporation

The successful bidder may be required to submit a copy of the company's articles of incorporation.

Bid Form 11: W9 Tax Form

Please provide an up to date copy of your Company's W9.

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Bid Form 1: Bidder and Contractor Employment Practices Report

**Bidder and Contractor Employment Practices Report
City of Canton Office of Compliance**

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

- C. Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrate compliance with the City’s Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

II. VENDOR OR BIDDER INFORMATION

1. Reporting Status A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)
2. Name, Address and Telephone Number of Bidder Covered by This Report
3. Name, Address and Telephone Number of Principal Official or Manager of Bidder
4. Name, Address and Telephone Number of Principal Office of Bidder

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed _____

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III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the applicable letter associated with each item below. The letters are interpreted as follows:

A – Current Practice **B** – Company will immediately adopt this policy **C** – Company is unwilling or is unable to adopt policy.

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	
A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

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IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

MALE:

FEMALE:

Categories	Overall Total	Total Male	Total Female	African American	Asian American	Native American	Hispanic	Caucasian	African American	Asian American	Native American	Hispanic	Caucasian
Officials, Managers and Supervisors													
Professionals													
Technicians													
Part-Time Seasonal													
Office & Clerical													
Craftsman (skilled)													
Operatives (semi-skilled)													
Laborers (un-skilled)													
Service Workers													
Total:													

REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

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VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations requires each vendor, contractor, and material suppliers working on city projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.

- 3) _____ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.

- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.

- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.

VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the vendor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the bidder/contractor could be subject to loss of current and future awards.

Firm or Corporation Name:

Signature:

Title:

Date of Signing:

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Bid Form 2: Authority of Bid Signatory

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

_____ The party bidding is a sole partnership.

_____ The party bidding is a partnership and the party signing is one of the partners.

_____ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

_____ Signatory authority is evidenced by other means noted below:

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Bid Form 3: Bid Guaranty

A **certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check or bid bond for five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

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 Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

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.

Please place your bid guaranty at the front of your submitted bid.

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Bid Form 4: Bidder Information, Page 1

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder _____

b. Business Address _____

_____ _____ _____
City State Zip

c. Business Telephone Number (____) _____

d. Person, address, email and telephone to whom official notices are to be sent

e. Person, address, email and telephone for further information regarding this proposal

f. State(s) of incorporation (w/dates of incorporation)

g. Principal place of business _____

h. Federal I.D. Number # _____

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ _____

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Bid Form 4: Page 2

2. Form of Business Organization.

____ Corporation

____ Partnership

____ Other

3. The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this bid, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

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Bid Form 5: Bidder’s Affidavit: Non-Collusion Statement, Page 1

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF _____)
 _____) SS: COUNTY OF _____)

being first duly sworn, deposes and says that he is

_____)
(sole owner, a partner, president, secretary, etc.)

of _____)

the party making the enclosed proposal or bid, and say further that

_____)
(Give names of all persons, firms or corporations interested in the bid)

is/are the only party or parties interested with the party making this bid in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no official or employee of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City, or any person interested in the proposed contract; and that all

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Bid Form 5: Page 2

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

Affiant

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

Notary Public in and for

_____ County,

My Commission Expires:

_____, 20 ____.

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Bid Form 6: Insurance Requirements, Page 1

Instructions

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

1. Liability Insurance Certificate
2. Worker's Compensation Certificate

Insurance Requirements

The following standard indemnity agreement and minimum insurance requirements are incorporated in the specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Owner with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Worker's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
 1. Worker's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Worker's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
 2. General Liability Insurance in amounts not less than:

a. General Aggregate Limit	\$2,000,000.00
b. Personal and Advertising Injury Limit	\$1,000,000.00
c. Each Occurrence Limit	\$1,000,000.00
d. Fire Damage	\$ 100,000.00
e. Medical Expense Limit	\$ 5,000.00

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Bid Form 6: Page 2

3. Commercial Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury and Property Damage
any one accident or loss: \$1,000,000.00

VI. This insurance shall:

1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
2. be evidenced by Certificates of Insurance furnished by the Contractor that show by specific reference that each of the foregoing items have been provided for;
3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
4. provide the City of Canton **“additional insured status”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days’ notice to both the City and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

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Bid Form 7: Bidder's Affidavit: Foreign Corporation

***Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that _____ is a foreign corporation incorporated in the State of _____, whose principal place of business is _____ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is _____
(name and address)

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

_____ Date	_____ Signed
	_____ Title

Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.

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Bid Form 8: Personal Property Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the bidder's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the bid opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of bid opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is _____.

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose bid has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

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Bid Form 9: Certification: Auditor of the State of Ohio

I, _____
(Name of person signing affidavit) (Title)

do hereby certify that _____ does not have an
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of _____.
(Current date)

Signature of Officer or Agent

Name (Print)

Sworn to and subscribed in my presence this _____ day of _____, 20 _____

(Notary Public)

**Tree Planting Project, GP 1256, Phase II
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Bid Form 10: Articles of Incorporation

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

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Bid Form 11: W9 Tax Form

Please provide an up to date copy of your Company's W9.

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Section III: City of Canton Income Tax Information

1. All successful bidders shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the vendor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the vendor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The vendor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Vendors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information on the following page.

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City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

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Section IV: City of Canton Codified Ordinances

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

1. Chapter 105.06 – Minority contract provision.

- a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$_____ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

(Ord.185-2011. Passed 10-31-11.)

2. Chapter 105.12 – Local Bidder Preference.

- a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.
- b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.
- c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of Section 105.12 is attached.

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- d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03.
(Ord. 95-2014. Passed 5-5-14.)

3. Chapter 105.15 – City Income Tax

- a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the bidder is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
- b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
- c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
- d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
- e. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition

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to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

(Ord. 238-2015. Passed 11-30-15.)

4. Chapter 182.30 – Contract Provisions

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the city shall be subject to city income tax whether a resident or nonresident in the city, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

- b. By entering into contract with the city of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.
- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.

(Ord. 238-2015. Passed 11-30-15.)

5. Chapter 507.03 – Equal Employment Opportunity clause.

- b. During the performance of this contract, the contractor agrees as follows:
1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or

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pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

(Ord. 153-2012. Passed 9-24-12.)

3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City; and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.

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7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
 - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
 - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
 - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
 - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

(Ord. 179-74. Passed 6-17-74.)

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Section V: Bid Specifications

1.0 Scope and Classification

- 1.1 **Scope:** The City of Canton, Ohio (City) is seeking bids from qualified vendors to provide new tree planting work contemplated under this contract and as specified herein, including the furnishing of all materials, labor superintendence, tools, and service for and incidental to the improvements proposed by this contract and its specifications.
- 1.2 **Classification:** The successful bidder will plant said trees as per these specifications.

2.0 Applicable Publications and Standards

- 2.1 Please see below.

3.0 Requirements

3.1 General Requirements

- 3.1.1 **Price:** All bidders are requested to bid fixed, firm pricing in the spaces provided on the proposal page.
- 3.1.2 **Non-Exclusivity:** The City of Canton reserves the right to contract for the same or similar items covered in this bid from additional vendors not awarded contracts resulting from this bid if found to be in the best interest of the City.
- 3.1.3 **Examinations of Premises:** Before submitting a bid, each bidder should visit and examine the premises for the existing conditions under which will be obligated to operate or that will in any way be made subsequently in this connection on behalf of the Contractor for any error or negligence on his part.
- 3.1.4 **Locations:** The general location for all tree plantings will be on public property within Canton City limits. A detailed list and map locations of the planting sites is attached as Exhibit A. Prior to installation, each location may be visited by the Contractor to verify each location. The City shall paint and flag all locations prior to commencement of work. The City will assist all interested bidders by conducting a tour of various areas in which tree work is to be scheduled for the purpose of training, coordinating, and clarification of work specifications. Contact Kris Griffith at 330-438-6911 to arrange for a site tour.
- 3.1.5 **Space for Working Facilities:** The area to be used by Contractor shall be within the property limits of the contract limits.

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- 3.1.6 Surplus Excavation Material: Surplus or unusable excavation material shall be disposed of off-site, unless otherwise directed by the City, at the Contractor's expense.
- 3.1.7 Utility Protection: Contractor shall carefully examine the area and become familiar with existing underground conditions before digging. Contractor is responsible to protect all utilities and repair any damages caused by their work. To avoid possible damage, hand digging may be required. Contractor shall contact the Ohio Utilities Protection Service (OUPS) at 800-362-2764, a minimum of forty-eight (48) hours prior to commencement of any work.
- 3.1.8 Working Hours: Contractor shall schedule work between the hours of 8:00 AM and 5:00 PM, Monday through Friday, unless authorized by the City to do otherwise.
- 3.1.9 Licenses and Permits: Contractor shall, at his expense, procure any possible license and permits needed to conduct work required under the terms of this contract. It shall be the responsibility of the Contractor to obtain all necessary permits, lane closure permits, and other needed authorization to conduct tree maintenance operations on all rights-of-way. Contractor shall give any and all necessary formal notices required in conjunction with the unlawful execution of work of this contract. Proof of City of Canton Tree Contractor license shall be provided with the bid. Information for obtaining a City of Canton tree license can be found at <http://cantonohio.gov/engineering/?pg=801>.
- 3.1.10 Supervision: Contractor shall consult with the City concerning details and scheduling work. Contractor shall have a competent person in charge of their work at all times, to whom the City may issue directives and who shall accept and act upon such directives, and who reads, speaks, and writes English competently.
- Supervisor shall be easy to contact with questions or instructions and have a cell phone or pager available at all times to be in communication with the City.
- Failure for supervisor to act on said directives shall be sufficient cause to give notice that Contractor is in default of the contract unless such directives would create potential personal injury or safety hazards.
- Contract will be under direct supervision of the City or its authorized representative. Any alterations or modifications of work performed under this contract shall be made only in written agreement between the Contractor and City's authorized representatives, and shall be made prior to commencement of altered or modified work. No claims for any extra work or materials shall be allowed unless covered by written agreement.
- 3.1.11 Traffic control is the responsibility of the Contractor and will be in accordance with the Manual of Uniform Traffic Control Devices. If streets need to be closed,

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the Contractor will notify the Street Department who will then make the necessary arrangements for said closing. The cost for signage and devices will be at the Contractor's expense.

- 3.1.12 Discontinuance of Work: Any hazardous practice as determined by the City shall be immediately discontinued by the Contractor upon receipt of either written or oral instructions to discontinue such practice.
- 3.1.13 Observance of Laws, Ordinances, and Regulations: At all times during the term of this contract, Contractor shall observe and abide by all Federal, State, and Local laws which in any way affect the conduct of work and shall comply with all decrees and orders of courts of competent jurisdiction. Contractor shall comply fully and completely with any and all applicable State and Federal Statutes, rules and regulations as they relate to hiring, wages, and any other applicable conditions of employment.
- 3.1.14 Subcontracts: Contractor will not be allowed to subcontract work under this contract unless written approval is granted by the City. Subcontractor, as approved, shall be bound by conditions of the contract between City and Contractor. An authorized subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives, and requests for emergency services shall be directed to the Contractor. All directions given to the subcontractor in the field shall bind the Contractors as if the notice had been given to the Contractor.
- 3.1.15 Execution of Contract: The successful bidder shall, within fifteen (15) calendar days of the mailing of written notice of selection as the successful bidder, enter into contract with the City on forms as included within the bidding documents for the performance of work awarded him and shall simultaneously provide appropriate bonds, indemnities and insurance hereunder.
- The contract, when executed, shall be deemed to include the entire agreement between the parties; contract shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the City or other persons.
- 3.1.16 Damages: Damages done by Contractor to any person or property, public or private, are the total responsibility of the Contractor and are to be repaired or compensated for by the Contractor to the satisfaction of both injured party or the City, at no cost to the City.
- 3.1.17 No Waiver of Legal Rights: Neither acceptance of nor payments for work, or for any part of work, nor any extension of time, nor any possession taken by the City shall operate as a waiver of any portion of the contract, nor shall a waiver of any breach of contract be held to be waiver of any other or subsequent breach.

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3.1.18 Indemnifications: Contractor shall indemnify and hold harmless the City and its officers, agents, and employees against all suits, claims, loss, cost, damage, expense, or liability that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of the contract by the Contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the Contractor or his employee, and whether or not the persons injured or whose property was damaged were third parties, employees of the Contractor or employees of an authorized subcontractor; and the Contractor shall at his own expense defend the City in all litigations, pay all attorneys' fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents, or employees.

3.2 **CITY OF CANTON - TREE PLANTING DETAIL SPECIFICATIONS**

3.2.1 **DIVISION A. SITE PREPARATION AND CONDITION**

The Contractor shall do all excavations, clearing, cutting, filling, back filling, and grading necessary to bring areas to the subgrade and/or finished grade as required for improvements specified in this or other sections of the detailed specifications.

Clearing:

Contractor shall remove brush, debris, stone, old roots, as may be required or as directed to prepare the site. Areas to be mulched shall contain no vegetation.

Protection Around Existing Trees: Existing trees, which are nearby, shall be protected. Any tree damaged by Contractor shall be repaired or replaced by the Contractor at his expense, to the satisfaction of the City.

Excavation: Excavation shall include removal, re-handling of fill and disposal of any and all materials encountered within the limit of the work, together with rolling and tamping where and as required by these specifications. Surplus excavation not used or usable on the work site shall be disposed of off the site as part of this contract. Contractor shall not run vehicles or heavy equipment on adjacent curbing or sidewalks. Any damage to adjacent curb or sidewalk shall be repaired at Contractors expense.

Topsoil and its Use: All trees will be planted in a tree lawn which should contain a sufficient amount of topsoil. However, when existing topsoil is not sufficient to complete tree planting in accordance with these specifications, Contractor shall be responsible to furnish fertile, friable, natural loam surface soil, reasonably free from subsoil, clay lumps, and other extraneous or toxic matter harmful to plant growth. It will be the Contractor's responsibility to spread topsoil, rake stone, and final preparation to completion.

New Tree Planting Mix: Planting mix shall consist of Grower's Secret, Loam, Peat Moss or equivalent, to be approved by City, and is to be used for all tree plantings.

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Unit of Measurement: The unit of measurement and basis for payment for all work performed are referenced on the Bid Form.

Site Conditions:

It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the City, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.

1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the City in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the City of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
2. Actual planting shall be performed during the periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

3.2.2 **DIVISION B. TREE INSTALLATION**

Contractor shall plant trees in accordance with these specifications.

Planting Trees: Contractor shall notify the City at least two (2) weeks in advance of the time they intend to plant trees on Public Property for each planting season.

Approximately 334 trees (base bid plus alternate bid) are to be planted from May through the end of June, or as weather permitting and approved by the City. Installation of certain trees may be delayed based on other construction projects or as specified by the City Engineer. The City shall flag and paint the sites prior to planting.

Tree Preparation: Tree shall be excavated as follows:

1. The trunk root flare in the root ball is visible and matches the soil level. Soil level shall be level to existing grade or curb and sidewalk for Public Property sites. If tree lawn has not been brought up to grade, the grade will be determined by imaginary line from the top of the curb to the top of the sidewalk. This will be the soil level.
2. The planting hole shall be a minimum of 6” wider than the root ball and adequate enough to provide loose soils for root penetration. If an auger or small excavator is used, the hole will match the dimension stated in line (1). The loose soil in the bottom of the hole will be removed or tamped so the top of the root ball matches the soil level when planted. Holes bored too deep will be back filled and tamped to the proper depth to prevent the root ball and tree’s root flare from settling below grade. Trees that settle too deep will be replanted correctly by Contractor at no extra cost to the City.

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3.2.3 **PLANT QUALITY:**

Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the tree.

All Trees are to be Container Stock or Balled and Burlap (B&B) with a minimum caliper of 2-inches.

Plant quality above the soil line:

Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the following requirements:

1. Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
2. Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
3. Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a. Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b. Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c. The attachment of the largest branches (scaffold branches) shall be free of included bark.
4. Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
5. Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter. Clear trunk should be no more than 40% of the total height of the tree.
 - a. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - b. All trees are assumed to have one central leader unless a different form is specified in the plant list or drawings.
 - c. All graft unions, where applicable, shall be completely closed without visible sign of

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graft rejection. All grafts shall be visible above the soil line.

- d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.

Plant quality at or below the soil line:

Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:

1. The roots shall be reasonably free of scrapes, broken or split wood.
2. The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
3. A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - a. Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
4. The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
5. The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
6. At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

Central Leader:

Trees with multiple leaders, unless specified or a trait of a certain species, will be rejected. Trees with a damaged, cut, or crooked leader are cause for rejection.

Names:

Each tree shall be true to its scientific name.

Habit and Measurement:

Nursery grown plants shall have the natural form of their species as grown in the nursery row. Specified heights shall be above undisturbed ground in the nursery row. Trees by caliper size shall be measured by standard tree calipers graduated in 1/2" intervals for sizes from 2" at a distance of 12" from the ground.

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Nursery, Nursery Grown, Nursery Stock:

For the purpose of this specification, a nursery is an established commercial enterprise (not in the process of liquidation), which propagates, grows, and sells, or offers for sale to the general public, nursery grown, nursery stock produced upon its own land (or bought from its commercial competitors) as its sole or principal occupational activity. Those whose principal occupation is not production of trees for general public sale at a profit are not qualified as nurseries, nor are their trees nursery grown, nor their trees nursery stock under these specifications.

3.2.4 **BRANCHING AND PRUNING:**

Branching Trees:

Branching trees shall be a straight trunk to the lowest branch; the lowest branches on street trees shall be no less than 36” above grade, unless otherwise accepted for tree lawn planting sites.

3.2.5 **TREE SUBSTITUTIONS FOR TREES NOT AVAILABLE:**

Substitution of a tree species or size must be listed on the bid form. Substitution requests/bids shall be accompanied with a list of, at least, five nurseries contacted in the search for the required tree and a record of other attempts to locate the required material. Requests shall also include sources of trees found that may be of a smaller or larger size, or a different shape or habit than specified, or trees 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. Approval of substitutions is at the City’s discretion.

3.2.6 **DELIVERY, STORAGE AND HANDLING:**

Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period. All plant materials must be available for observation prior to planting. Damaged trees or fractured root balls shall be rejected.

Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.

Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.

3.2.7 **SAMPLES AND NURSERY INSPECTION:**

Contractor shall supply the City with complete information as to where the nursery stock is grown prior to inspection or delivery of samples. The City shall have the right to go to the nursery to select a tree at their discretion.

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3.2.8 **PLANTING OPERATIONS:**

Balled and Burlap Stock:

Before balled and burlap stock is planted the complete wire basket shall be removed.

Balled and burlap stock shall be centered in their pits with wrapping intact. After turning to present best of the tree toward lawn, walk, or other point of view, all staves, platforms, and the cordage not binding the ball shall be removed. When partially back filled, firmly tamp soil carefully under and around base of ball to fill all voids. Cut ball ties and remove burlap from top and sides of ball. Cut and adjust to prevent air pocket. No burlap shall be pulled from under the balls. Replacement for broken balls shall be made at the earliest practical date. Excess rope/twine burlap shall not be placed into excavated holes for planting.

Thoroughly water the root ball and adjacent area immediately after planting.

Mulching:

Contractor shall mulch newly planted tree, using composted shredded hardwood bark. Mulch shall be in rectangular shape from the curb to the sidewalk in tree lawns 5' or less. Tree lawns greater than 5' shall be mulched with a round ring of mulch. All mulch applied shall be applied at a minimum of 3" in thickness. Volcano mulching is not permitted and mulch shall not be in direct contact (within 3") of the trunk of the tree. All turf and vegetation shall be removed prior to mulching.

Pruning:

During planting, broken roots shall be severed to remove damaged parts close to injury, leaving as much length of root as practical. Cut shall be cleanly made at the right angles to the length of the root. After planting, trees shall have dead or broken branches removed below point of contact.

Prune any suckers that arise from the root flare area after planting. Prune any stem girdling roots that are exposed when burlap and wire cage materials are removed during planting. Leaders of trees shall not be pruned. Only crossed, broken, and dead branches will be removed from the tree after planting. Trees too badly pruned as to spoil their form and usefulness, shall be removed and replaced without cost to the City.

Wrapping, Staking, and Guarding:

Trees shall not be wrapped unless specified by the City. Trees shall only be staked if the root ball has been compromised or if specified by the City. Once planted, all trees must have an 18" (height) black plastic guard placed around the bottom of the trunk. Black corrugated tubing or pipe will suffice. Cost of installation and material is the responsibility of the contractor and shall be built into the total bid.

Clean-Up:

Upon completion of work, Contractor shall remove from the site: cordage, wrapping, staves, and extraneous materials, except those necessary for maintenance. Litter developing by reason of

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Contractor's maintenance shall be removed as it gathers. Remove all tags and labels from the trunk and branches.

Immediately after planting, planting sites shall be clean and free of soil, mud, sod or any other by-product of planting. If it is determined the site(s) were left in an inappropriate condition, Contractor will be billed for the clean-up.

Lawn Restoration:

Any lawn area damaged outside of the planting area by Contractor shall be repaired at no expense to City with the quality perennial seed mix or sod that must be approved by the City and established into full, thick topsoil.

Preliminary Acceptance:

Upon completion of all planting, the planting shall be inspected and if found as specified, preliminary acceptance made. Preliminary acceptance does not include replacement of the two-year warranty after planting as specified in contract.

3.2.9 **TREE WARRANTY:**

A. Tree Warranty

1. The Contractor agrees to replace defective work and defective trees. The City shall make the final determination if the trees meet these specifications or are defective.

The warranty shall begin on the date of Substantial Completion Acceptance and continue for a period of two years.

1. All trees shall be warranted to meet all the requirements for tree quality at installation in this specification. Defective trees shall be defined as not meeting these requirements. The City shall make the final determination if the trees are defective.
2. Trees determined to be defective shall be removed immediately upon notification by the City and replaced without cost to the City, as soon as weather conditions permit and within the specified planting period or a period as agreed upon by the City.
3. Any work required by this specification or to the City during the progress of the work, to correct tree defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
4. The Contractor is exempt from replacing trees, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
5. 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 tree replacements. Such repairs shall be done at no extra cost to the City.

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6. The warranty of all replacement trees shall extend for an additional two-year period from the date of their acceptance after replacement. In the event that a replacement tree is not acceptable during or at the end of the said extended warranty period, the City may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period. If the tertiary replacement dies at the location, the City has the option to direct the Contractor to replace the tree in an alternate location, at no cost to the City.
7. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the City 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 City.

B. End of Warranty Final Acceptance-Acceptance of trees at the end of the warranty period.

1. At the end of the warranty period, the City shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification have been met.

3.3 Contract Non-Performance and Cancellation

- 3.3.1 City shall have the right to terminate a contract or a part thereof before work is complete in the event:
- a. Previous unknown circumstances arise which make it desirable and in the public interest to void the contract.
 - b. Contractor is not adequately complying with specifications.
 - c. Proper arboriculture techniques are not being followed after warning notification by City or its authorized representatives.
 - d. Contractor refuses, neglects, or fails to supply properly trained or skilled supervisory personnel and/or workers or proper equipment of specified quality and quantity.
 - e. Contractor in the judgment of the City is unnecessarily or willfully delaying performance and completion of work.
 - f. Contractor refuses to proceed with work when and as directed by City.
 - g. Contractor abandons the work.

- 3.3.2 In the event that one of the conditions listed in 3.3.1 should take place, Canton shall have the right to terminate the contract immediately upon notice to the contractor.

4.0 Sampling, Inspection, and Test Procedures

- 4.1 Inspections: Kris Griffith, Canton City Engineering Department, shall be called on the morning of each work day prior to planting at (330) 438-6911, or contacted via email at

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kris.griffith@cantonohio.gov and advised of work locations. Inspections shall be completed by the City Arborist or representative from the Engineering Department.

- 4.2 5.3 The City shall have the right to final inspection and acceptance of all work performed under any and all resulting contracts. Any non-conforming materials or work shall be replaced by the contractor at no cost to the City.

5.0 Delivery and Invoicing

- 5.1 Contractor shall provide, to the City, a monthly invoice for work completed. All invoices shall be submitted to the address on the Purchase Order and shall reference the work order, outline the work that was completed, list the unit price and total amount due. The City will only pay for work actually completed and shall be in accordance with the contract.
- 5.2 Payment of monies provided for herein shall constitute full and complete discharge of all duties and obligations of the City under this contract.
- 5.3 Additions or deductions to the contract must be submitted by a change order and approved by the Contractor and the City prior to work of said addition or deduction.
- 5.4 Prices should be submitted on the Bid Form; Bidders should note that this bid is for a commitment to plant for the Spring planting season.

6.0 Notes and Instructions

- 6.1 Award and Contracting Processes
- 6.1.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.
- 6.1.2 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 Canton. The Board of Control and Director of Public Service reserve the right to waive minor deficiencies contained within a bid.
- 6.1.3 The successful bidder shall, within fifteen (15) calendar days of written notice of selection as the successful bidder, enter into contract with the City for the performance of the work contained herein.
- 6.1.4 The contract, when executed, shall be deemed to include the entire agreement between the parties; contract shall not base any claim for modification of the contract upon any prior representation or promise made by representatives of the City or other persons.

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- 6.1.5 Additions or deductions to the contract must be submitted by a change order and approved by the Contractor and City prior to work of said addition or deduction.
- 6.2 Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is included in the Ordinances section of this bid.
- 6.3 Questions and Addenda
- 6.3.1 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.
- 6.3.2 All questions should be directed to:
Katie Wise
City of Canton Purchasing Department
Email: kathryn.wise@cantonohio.gov
- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Proposal Page Instructions:
- 6.4.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified.
- 6.4.2 Prices shall include all of the requirements listed in the specifications.
- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.6 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 Katie Wise, Assistant Director of Purchasing at kathryn.wise@cantonohio.gov. If there is no withdrawal of the bid, in

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accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).

- 6.7 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications, the City of Canton may reject said bid.

- 6.8 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 Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.

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Section VI: Proposal and Signature Pages
Proposal Page

Tree Planting Project, GP, Phase II

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.

CITY OF CANTON - CITY WIDE TREE PLANTING (SPRING) BID PROPOSAL - 2018

Base Bid									
<u>Ref. #</u>	<u>Scientific Name</u>	<u>Common Name</u>	<u>Tree Caliper</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit cost (material only)</u>	<u>Unit cost (labor and equip.)</u>	<u>Total Unit Cost</u>	<u>Total Cost</u>
1	Acer buergerianum	Maple, Trident	2"	EA.	13	\$	\$	\$	\$
2	Acer rubrum 'Franksred'	Maple, Red Sunset	2"	EA.	3	\$	\$	\$	\$
3	Crataegus phaenopyrum	Hawthorn, Washington	2"	EA.	18	\$	\$	\$	\$
4	Ginkgo biloba	Maidenhair Tree	2"	EA.	23	\$	\$	\$	\$
5	Oxydendrum arboreum	Sourwood	2"	EA.	8	\$	\$	\$	\$
6	Platanus occidentalis	Sycamore, American	2"	EA.	13	\$	\$	\$	\$
7	Prunus dulcis (Hall's Hardy cultivar)	Almond, Hall's Hardy	2"	EA.	8	\$	\$	\$	\$
8	Prunus serrulata 'Kwanzan'	Cherry, Kwanzan	2" or 7'	EA.	44	\$	\$	\$	\$
9	Prunus x yedoensis	Cherry, Yoshino	2"	EA.	14	\$	\$	\$	\$

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10	Pyrus calleryana 'Jaczam'	Pear, Flowering Jack	2"	EA.	35	\$	\$	\$	\$
11	Quercus shumardii	Oak, Shumard	2"	EA.	3	\$	\$	\$	\$
12	Syringa reticulata 'Ivory Silk	Lilac, Ivory Silk	2"	EA.	25	\$	\$	\$	\$
13	Tilia cordata	Linden, Littleleaf	2"	EA.	14	\$	\$	\$	\$
14	Ulmus 'Frontier'	Elm, Frontier	2"	EA.	14	\$	\$	\$	\$
15	Ulmus parvifolia	Elm, Lacebark	2"	EA.	4	\$	\$	\$	\$
16	¹ Acer ginnala	Maple, Flame	2"	EA.	11	\$	\$	\$	\$
17	Tilia cordata 'Halka'	Linden, Summer Sprite	2"	EA.	12	\$	\$	\$	\$
18	Acer rubrum 'Sun Valley	Maple, Sun Valley Red	2"	EA.	22	\$	\$	\$	\$
19	Prunus sargentii 'JFS-KW58 Pink Flair'	Cherry, Pink Flair	2"	EA.	43	\$	\$	\$	\$
								Total Base Bid	\$

¹ Acer ginnala must be in a single stem form

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Alternate Bid Item

<u>Ref. #</u>	<u>Scientific Name</u>	<u>Common Name</u>	<u>Tree Caliper</u>	<u>Unit</u>	<u>Est. Qty.</u>	<u>Unit cost (material only)</u>	<u>Unit cost (labor and equip.)</u>	<u>Total Unit Cost</u>	<u>Total Cost</u>
20	² Picea abies	Spruce, Norway	2"	EA.	7	\$	\$	\$	\$
<i>² Picea abies may be 2" in diameter or 7' in height</i>								Total Alt Bid	

GRAND TOTAL BID (BASE + ALT) \$ _____

Contractor Name: _____

Total Bid Price in Figures \$ _____

Total Bid Price in Words \$ _____

*****For informational purposes only. Unit Prices will govern.*****

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**Signature Page
Tree Planting Project, GP 1256, Phase II**

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all of the goods and/or services contained within the bid for **Tree Planting Project, GP 1256, Phase II** in accordance with all specifications on file to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder herewith encloses a _____ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ _____ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract _____ will enter into contract therefore, within the prescribed time of fifteen (15) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City.

The bidder acknowledges receipt of Addenda Numbers: _____

SIGNATURE OF BIDDER: _____

NOTE: If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Please have this page Notarized.