

CITY OF OAKWOOD
LEGAL NOTICE

SEALED PROPOSALS WILL BE RECEIVED BY THE DEPARTMENT OF LEISURE SERVICES OF THE CITY OF OAKWOOD, MONTGOMERY COUNTY, OHIO, AT 105 PATTERSON ROAD, DAYTON, OHIO, 45419, UNTIL 11:00 A.M. ON TUESDAY, JUNE 21, 2022 FOR TRIMMING AND REMOVING CERTAIN TREES AND STUMPS IN THE PUBLIC RIGHT OF WAY AND IN THE PARKS AND PUBLIC GROUNDS OF THE CITY OF OAKWOOD ACCORDING TO SPECIFICATIONS ON FILE IN SAID OFFICE AND ON THE CITY OF OAKWOOD'S WEBSITE: www.oakwoodohio.gov. PLEASE NOTE THIS IS A CORRECTED AND EXTENDED DEADLINE, AS THE PREVIOUS DEADLINE FELL ON A FEDERAL HOLIDAY.

NORBERT S. KLOPSCH
CITY MANAGER
CITY OF OAKWOOD

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NORBERT S. KLOPSCH
CITY MANAGER
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SPECIFICATIONS FOR TRIMMING AND REMOVING CERTAIN TREES AND STUMPS IN THE PUBLIC RIGHT OF WAY, IN THE PARKS AND PUBLIC GROUNDS OF THE CITY OF OAKWOOD, OHIO, FOR WHICH BIDS WILL BE RECEIVED UNTIL 11:00 A.M. ON MONDAY, JUNE 20, 2022.

SCOPE

These specifications delineate requirements for the trimming and removal of certain trees and stumps in the public right-of-way, and in the parks and public grounds of the City of Oakwood. A contract will be awarded for a term of three (3) years and will require the contractor to perform all such work within the City of Oakwood, on property under the jurisdiction of the City of Oakwood, as may be required by the City Manager or his authorized representative. The contract will be based upon these specifications and the bids received.

REQUIREMENTS OF BIDDERS

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

Bids must be accompanied by a bid bond or certified check in the amount of \$1,000 as a guarantee that if the proposal is accepted, a contract will be entered into. Should any proposal be rejected, such bid bond or certified check will be returned upon the proper execution and securing of the contract.

The price bid shall be a firm price for at least forty-five (45) days.

Bidders must have and maintain a minimum of five (5) employees in its employment to perform tree trimming and tree and stump removal labor, (hereinafter referred to as tree care) on a year-round basis.

Bidders must have a minimum of five (5) years previous experience in the business of tree care prior to entering into the contract and must be an arborist certified by the International Society of Arboriculture. Bidders must also have employed a licensed spray applicator certified by the Ohio Department of Agriculture, and able to fertilize, to spray and/or inject trees and shrubs for insect and disease problems. They must be familiar with and recognize all the applicable rules and regulations pertaining to the application of such materials. Proof of certification must accompany the bid received.

Bidders must have a minimum of three (3) trucks of the type used for performing tree care operations, which trucks the contractor must be able to provide, all at one time, together with all other equipment necessary to perform the contract.

The City of Oakwood reserves the right to require bidders to provide evidence satisfactory to the City Manager of the availability of such equipment and the minimum number of employees required.

Bidders must have one (1) crew with 24 hour availability. Said crew must have a minimum of three (3) employees and must be available within one (1) hour after call from the City of Oakwood. Emergency calling numbers shall be furnished and kept current.

During the term of this contract, the contractor or authorized representative shall respond to emergency calls for service from the City of Oakwood in any situation involving tree removal which City personnel are unable to accomplish.

An affidavit complying with Form A, attached, must be completed by the contractor after award and prior to entering into a contract in compliance with Section 5719.042 of the Ohio Revised Code.

OSHA REQUIREMENTS AND SAFETY ISSUES

Contractors performing work under this contract will be required to comply with all OSHA safety regulations. Protective equipment, including personal protective equipment for eyes, face, head, and extremities, and protective clothing, shall be provided, used, and maintained in a sanitary and reliable condition when performing work under this contract. The contractor will also be responsible for making sure the work area is properly marked and barricaded with appropriate safety equipment. Failure to comply with OSHA regulations or any other federal, state, or local safety requirements may result in immediate termination of this contract.

METHOD OF BIDDING

Each bidder shall use his own bid form, and shall bid upon an hourly rate to be charged to the City of Oakwood for such work as may be ordered and performed by the City during the term of the contract. Work orders of the City will be given by its City Manager or authorized representative.

The hourly rate bid by each bidder shall be based upon the services of one person to be furnished by the contractor but shall include all necessary equipment, including trucks, with which the contractor shall furnish the services of such person. This hourly rate, per person, shall be broken into two categories, showing the labor charge per man hour and the machinery and overhead charge per man hour.

If the bidder proposes to furnish services of employees of different grades, the bid shall so state and the man hours of each grade proposed to be supplied shall be broken into the appropriate categories.

The work shall always include the duty to clean up and haul away to contractor's own site all debris, trees, and the material that result from tree trimming operations. The hourly rates to be bid upon shall be submitted on the basis that the contractor will be compensated at the hourly rate for such cleaning up and hauling operations.

Each bidder must list on their bid form at least three (3) references including names, addresses and telephone numbers of individuals, businesses and/or other cities in which the bidder has worked during the past five (five) years. If tree work has been done for other cities, it must be listed.

GRASS SEED

The purchase of grass seed by the contractor shall be approved in advanced by the city and must be watered immediately after being placed. Also, an approved notice by the City to the resident informing resident of the seeding and giving instructions to water when necessary will be delivered by contractor. It will be incumbent upon the contractor to notify the city in advance in addition to showing the notice to the city prior to distribution.

CONTRACT TERM AND CANCELLATION PROVISIONS

The term of the contract shall be three (3) years. The contract shall provide that either the City or the contractor may, upon forty-five (45) days written notice in advance given to the other, cancel said contract at any time after it has been in force for one (1) year. Thus, the contract is not subject to cancellation, except upon failure to perform, by either party during the first full year of its term, but commencing thirty (30) days before expiration of the first full year of the term of the contract, either party may notify the other in writing that at any time not less than thirty (30) days thereafter that the contract will be cancelled.

Failure to perform shall be cause to cancel the contract immediately regardless of other time limits. Contractor shall be back charged in such cases upon completion or correction of work in which he failed to perform or performed in an unsatisfactory manner. Failure to perform shall be defined, in addition to normal definitions of the word, as failure to perform when directed, how directed, or in an unsatisfactory manner.

All non-emergency work shall be scheduled for completion within a two week period from notification.

INSURANCE REQUIREMENTS

Contractor shall obtain Worker's Compensation Insurance, Public Liability and Property Damage Insurance, for all claims which may arise from operations under this contract, all such insurance to remain in force and effect throughout the term of the contract. The contractor shall indemnify the City against all claims for damaged or injuries arising out of the operations. Public Liability and Property Damage Insurance shall be approved by the City, and in general, provide coverage as follows:

Liability insurance of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million dollars (\$2,000,000) aggregate. Property damage insurance shall provide for a minimum of One Million dollars (\$1,000,000) for each accident. Said insurance contract shall provide that same is not cancelable by the insurance company except upon thirty (30) days written notice to the City of Oakwood. All certificates of insurance shall be submitted in a minimum of annual amounts.

WORK DEFINITIONS AND REQUIREMENTS

- A. The contractor or his authorized representative shall communicate in person with the City Manager or assigned authorized representative not less than one (1) day per week mutually

agreed upon by both the City and the contractor. This communication period is for information, instructions, and delivery of forestry-oriented work orders.

B. The contractor shall respond to this contract on a first priority basis.

C. Work Definitions:

1. Tree Trimming - Trimming shall be done on a directed basis only. Said direction shall be given by way of a written order by the City Manager or his authorized representative.
2. Dead Wood - All dead wood shall be removed from the assigned tree.
3. Spraying, Fertilizing & Fungicide/Insecticide Injection - This shall be done by a licensed applicator on a directed basis only with direction given by the City Manager or his authorized representative.
4. Tree Removal - To cut down tree, remove all wood/wood byproducts or items of repair, such as concrete, plaster, etc., being part of that tree. Remove stump by grinding, and restore area consistent with surrounding grade with top soil and seed. All trees and stumps to be removed as directed by the City.
5. Stump Grinding - All stumps shall be ground out to a depth of eight (8) inches to accommodate four (4) inches of top soil under seed. Stump grinding requirements vary to particular growth pattern of the stump; therefore, on-site conference will be required from time to time.
6. Bracing and Cabling - This shall be done only with direction given by the City Manager or his authorized representative.

D. The work above will be divided into two contracts: 1.) trimming of trees and related work collectively referred to as tree trimming as one contract and 2.) removal of trees and stumps as a second and separate contract. Contract 1 will consist of trimming, deadwood removal, spraying, fertilizing and injections, bracing and cabling; Contract 2 will consist of tree removal and stump grinding.

E. Two separate bids are required since there will be two (2) separate contracts.

F. Justification of record for payment - All billings shall be itemized as to date of work, amount of manpower, length of time required, location, type of work, etc. The City shall approve billing methodology in advance of final contract approval.

G. The contract shall not hold the City of Oakwood nor any employee thereof responsible for any trees removed by mistake or any damage done to property. Contractor will be responsible for replacement of tree or any repair done as a result of damage done to property.

INDEMNIFICATION

The contract shall provide that the contractor agrees to indemnify and save harmless and free from loss the City of Oakwood, and from any and all claims, demands, lawsuits, and judgments, arising out of any accident or claim arising out of the performance by the contractor of its contract with the City of Oakwood

based upon any such claim for personal injury, death, or property damage and that it will pay all expenses, costs and judgments arising from operations of the contractor conducted in the performance of its contract with the City, and that the contractor will defend, at its own expense, and all claims, demands, and lawsuits that may be brought against the City of Oakwood by reason of any accident or other occurrence arising out of the performance of the contract.

MISCELLANEOUS

Bidders must comply with all requirements in reference to contracts with political subdivisions of the State of Ohio, and the requirements of the legal notice, which is made a part of this specification.

The City of Oakwood reserves the right to reject any and all bids; to waive any irregularities in the bid, or bids, and to accept that bid, or bids, in whole or in part, which in its judgment is to the best advantage of the City of Oakwood.

The contractor will not be permitted to sub-contract or assign the proposed contract or any part thereof, without first having obtained the written approval of the city. Any such sub-contract or assignment of the proposed contract, or any part thereof, will not relieve the contractor of any of its liabilities under the terms of the proposed contract.

The City of Oakwood reserves the right to waive compliance with any one or more of the requirements of the specifications.

NORBERT S. KLOPSCH
CITY MANAGER
CITY OF OAKWOOD

AFFIDAVIT

**Regarding payment of Montgomery County Personal Property Taxes
(Bidder to fill in and execute either Part A or Part B)**

STATE OF _____,

COUNTY OF _____, SS:

A. That _____, being duly sworn, affirms that as of _____, 2022, _____ is not charged with any delinquent personal property taxes on the general tax list of personal property of Montgomery County, Ohio.

Bidder

B. That _____, being duly sworn, affirms that _____ is currently charged with Montgomery County delinquent personal property taxes in the amount of \$_____ with interest in the amount of \$_____ and penalties in the amount of \$_____, due said Montgomery County, Ohio

Bidder

Sworn to and subscribed before me this _____ day of _____, 2022.

My Commission Expires:

Notary Public in and for

_____ County, Ohio

NOTE: If this statement indicates that the taxpayer was charged with any such taxes, a copy of this statement shall be transmitted by the Director of Finance to the County Treasurer with 30 days of the date it is submitted.

NOTE: A copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to said contract unless such statement has been so incorporated as a part thereof.