

INVITATION FOR BID

IFB No. 1904

CITY OF PIQUA, OHIO

**Purchasing Department
201 W. Water St.
Piqua, Oh 45356**

Date: January 23, 2019

For further information contact:

Bev Yount, CPPB

Purchasing Analyst

Phone: 937-778-4002

Fax: 937-778-1130

Email: byount@piquaoh.org

Your written bid is requested for: I-75 Landscape Quadrants Maintenance per the included bid form and specifications.

Bids must be received in the Purchasing Office, 201 W. Water St., Piqua, OH 45356
no later than: 2:00 P.M. Friday, February 8, 2019

Envelopes shall be plainly marked: **IFB 1904 I-75 Landscape Quadrants** on left, lower corner of envelope

User agency: Public Works Department

Submit signed original bid and one (1) copy of the bid.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active vendor list.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: _____

Cash Discount Allowed: _____ % 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

Delivery will be made within _____ calendar days after receipt of order.

City _____ State _____ Zip Code _____

By: _____
Name and Title (please print or type)

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____ /Fax No.: _____

Fed. I.D. No.: _____

E-Mail Address: _____

Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT:** NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. **NO VERBAL AGREEMENTS:** The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though

- such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
 13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
 14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
 15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
 16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
 17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
 18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
 19. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
 20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
 21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
 22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
 23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
 24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
 25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

Scope of Work
2019 Maintenance of I-75/St. Rt. 36 Landscape Quadrants
City of Piqua, Ohio

This maintenance work to include three quadrants, the southeast, the northeast and the northwest. Please see attached Exhibit "A" for the detailed drawings of these areas.

During the progress of the work, install and maintain all traffic control devices as required for the protection of the traveling public in accordance with the Ohio Manual of Uniform Traffic Control Devices of Streets and Highways, current edition.

Work to include the following:

- Removal of all weeds in all areas and installing new mulch provided by the City of Piqua, all transport to the responsibility of the contractor. This work is to be performed no later than the end of April.
- Spray all areas to reduce the necessity of additional weeding.
- Provide weeding & spot spraying at least twice per month so that all quadrants have a pristine, well kept, landscape appearance at all times.
- Install pre-emergent, as well as round- up, to prevent unwanted grasses and weeds.
- All variegated red-twig dogwood bushes to be trimmed and to have open spaces between for easy weed and grass removal.
- Maiden Grass is to be cut back to a height of 12", and remove all the clippings in late fall, no later than by the end of October.
- No seeding or mowing is to be a part of this work.

Time Limits:

This contract will be for a period of one year (2019), with an option for a renewal of two additional years (2020-2021).

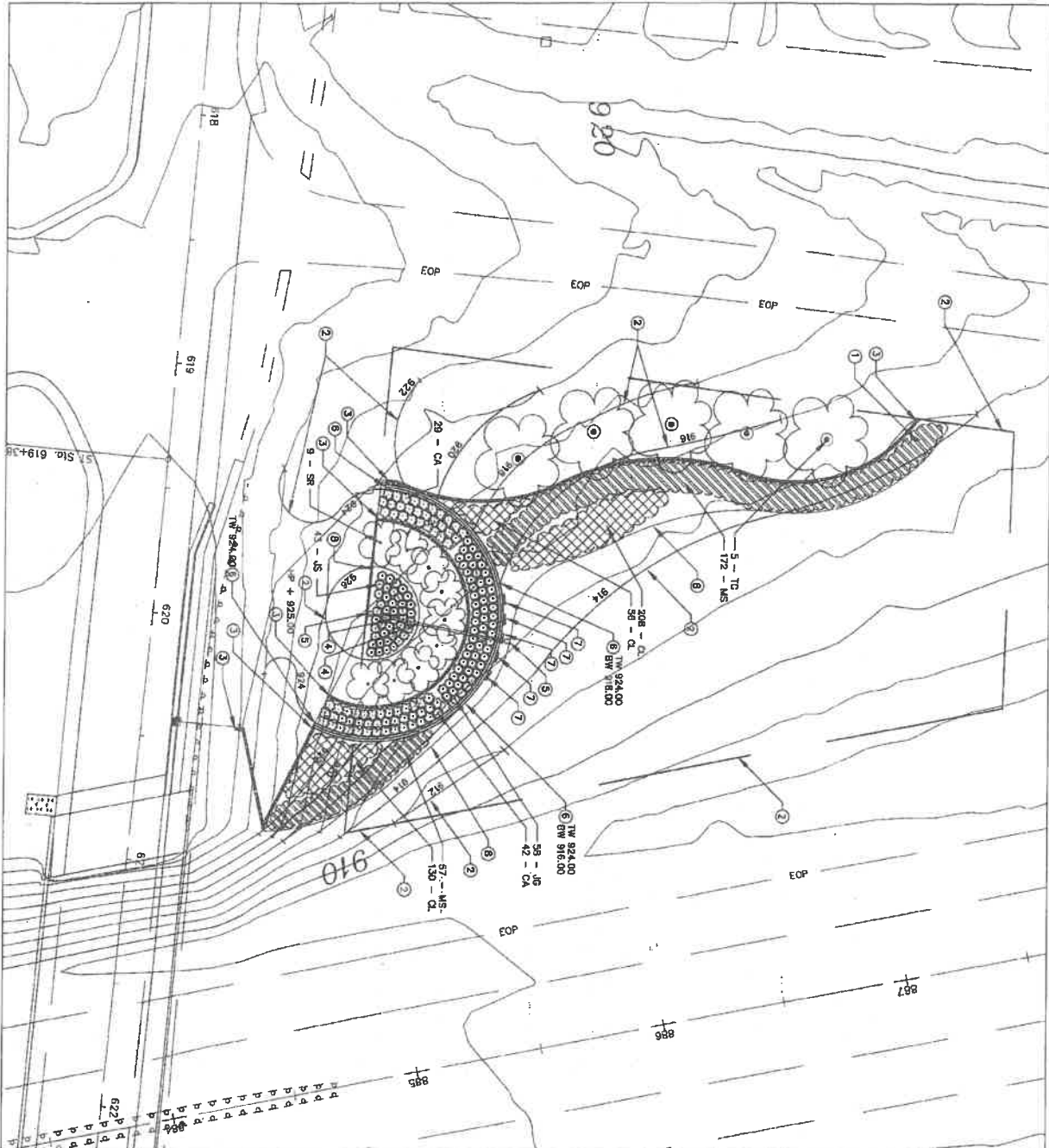
Quality Control:

The City of Piqua Public Works Department will monitor all maintenance of these zones to ensure City expectations are met. Contractor will provide a name and number of an on-site manager. They are to inform the City's Public Works Dept. 24 hours before arrival so that our city staff may check in with them as needed. Their phone number is 778-2095.

If expectations cannot be maintained, the City of Piqua will inform the landscaper they are not meeting the City's expectations and reserves the right to terminate the agreement at any point.

Request of Payment:

Contractor to submit a monthly invoice to the City of Piqua throughout the year as work is completed.



ITEM	UNIT	DESCRIPTION:	SIZE	COND.	QTY.
201		CLEARING AND GRUBBING			LUMP
203	CU YD	EXCAVATION			52
203	CU YD	BORROW, USING NATURAL SOILS			3148
605	FT	UNDERDRAINS MISC.: GRAVEL TRENCH DRAIN, AS PER PLAN			450
610	SQ FT	CELLULAR RETAINING WALLS, AS PER PLAN			1054
825	FT	CONDUIT, 1", 725.05, AS PER PLAN			114
825	EACH	PULLBOX 725.07, 12" X 12"			2
830	EACH	SIGNS AND SUPPORTS: 42" ALUMINUM LETTERS			5
659	CU YD	TOPSOIL, AS PER PLAN			73
659	SQ YD	SEEDING AND MULCHING, AS PER PLAN			2111
661	CU YD	MULCH, AS PER PLAN			102
661	EACH	TC <i>Tilia cordata</i> 'Greenspire', AS PER PLAN	GREENSPIRE LINDEN	2.5" CALIPER	B & B
661	EACH	SR <i>Syringa reticulata</i> , AS PER PLAN	IVORY SILK LILAC TREE	2" CALIPER	B & B
661	EACH	CA <i>Cornus alba</i> 'Elegantissima', AS PER PLAN	VAREGATED RED-TWIG DOGWOOD	30" HEIGHT	CONTAINER or B&B
661	EACH	JS <i>Juniperus chinensis</i> 'Sea Green', AS PER PLAN	SEA GREEN JUNIPER	2' HEIGHT	CONTAINER or B&B
661	EACH	JC <i>Juniperus chinensis</i> 'Gold Coast', AS PER PLAN	GOLD COAST JUNIPER	18" HEIGHT	CONTAINER or B&B
661	EACH	MS <i>Miscanthus sinensis</i> 'Orcacliffus', AS PER PLAN	MAIDEN GRASS	#2 OR #3	CONTAINER
661	EACH	CL <i>Carpopeltis lanceolata</i> , AS PER PLAN	SAND COREOPSIS	4" ROOTS	PLUGS

NOTES:

- INDICATES NOTE
- CONTRACTOR TO CALL QUOTE 48 HOURS PRIOR TO BEGINNING ANY WORK.
- TOPOGRAPHIC INFORMATION IS FROM 2000 COUNTY AERIAL MAPPING WITH TWO FOOT CONTOUR INTERVALS AND SHALL BE INDEPENDENT OF ANY ADJUSTMENTS AS REQUIRED TO MEET EXISTING GRADES AND MAINTAIN DESIGN INTENT OF PROPOSED GRADING. LAYOUT MUST CONFORM WITH LANDING AND SETBACKS AS SHOWN IN THE CITY GUIDE FOR LANDSCAPE PLANNING AND DESIGN.
- ITEM 605 GRAVEL TRENCH - SEE DETAIL 4.
- ITEM 605 CONDUIT - SEE DETAIL 5.
- ITEM 610 RETAINING WALL - SEE DETAIL 5, BW - BOTTOM OF WALL AT FINISHED GRADE. TV - TOP OF WALL.
- ITEM 609 42" ALUMINUM LETTERS - SEE DETAIL 5.
- ITEM 659 SEEDING AND MULCHING - SEE DETAIL 5.
- CLEAR AND GRUB ALL EXISTING UNSUITABLE TREES IN EACH QUADRANT AND ALL VEGETATIVE GROWTH WITHIN THE PROJECT AREA.

Landscaping Contractors:

Elliott Land and Hardscaping
1608 Echo Lake Dr.
Piqua, OH 45356

Casto-Anderson Landscaping, Inc.
Matt Wyan 937-418-9656 matt-wyan@yahoo.com
300 E. Ash St.
Piqua, OH 45356

Ultimate Fence & Landscaping, LLC
Aaron Schrubb ultimatefence.aaron@gmail.com
P.O. Box 1131
Piqua, OH 45356
937-773-8581

Easy Lawn/Cruse Lawn Care
Kurt Cruse 937-778-8056 kurtocruse@yahoo.com
P.O. Box 1720
Piqua, OH 45356

Outdoor Enterprise LLC
8515 Lefevre Rd.
Casstown, OH 45312

All-Pro Turf Landscape & Pond
Jason Purdy/Ryan Cool allproturfland@aol.com
210 Harrison St.
Troy, OH 45373
937-875-5553

Site Group Inc.
2484 Addison-Carlisle Rd.
New Carlisle, OH 45344
937-845-7305

Tom's Lawn & Landscape
18450 Johnston Rd.
Sidney, OH 45365
937-419-0478

White Landscaping
Joe White joewhitelandscaping@gmail.com
P.O. Box 195
Sidney, OH 45365
937-497-7897

Complete Lawn Specialists Inc.
Cls_lawns@yahoo.com
P.O. Box 555
Springboro, OH 45066
937-746-2622

Kevin Flory Landscaping & Lawn Care Inc.
info@florylandscaping.com
1224 Ft. Jefferson Rd.
Greenville, OH 45331
937-548-2200

DreamLawn Inc.
Ron McConnaughey ron@dreamlawninc.com
9829 N. County Rd. 25-A
Piqua, OH 45356
937-773-8995 or 937-606-1188

Dailey's Lawn & Landscaping
Pat Dailey daileyslawn@aol.com
944 Pruden Ave.
Dayton, OH 45403
937-304-4676

John Weigel
Weigel49@gmail.com
937-570-3286