EXHIBIT A ORD-0129-2016



# CITY OF GAHANNA

DEPARTMENT OF PUBLIC SERVICE AND ENGINEERING

County of Franklin

State of Ohio

And

Specifications

For

#### MUNICIPAL LANDSCAPE MAINTENANCE

***********************
Proposal Submitted By: TAG Property LANdscaping LLC
Street Address: 7535 Upper Cambridge WAY
City, State, Zip: WESTERVILLE, 0H 43082
Telephone #: 614-832-6501

Bid Opening Date: November 18, 2016 @ 11:00am

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Dottie Franey Director of Public Service and Engineering

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**DISCLAIMER:** All bid documents must be completed and submitted at the time of the bid opening along with any addenda and clarifications if they were issued. The bid documents include the following: Statement of Qualifications, Subcontractors List, Affidavit, Affidavit ORC 5719.042, Noncollusion Affidavit, Escrow Waiver, Bid Guaranty and Contract Bond, Proposal and Bid Tab. If a paper copy of the Bid Tab is not included within the sealed bid package, the city reserves the right to reject the bid. The Contract is only to be filled out after the project is awarded.

# **NOTICE TO BIDDERS**

Sealed bids will be received by the City of Gahanna in the office of the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, OH 43230 until 11:00am (local time) on **November 18, 2016** and publicly opened and read thereafter for:

#### **Municipal Landscape Maintenance**

The work consists of landscape and grounds maintenance services for municipal streetscape areas within Gahanna. Items of work include, but are not limited to, spring cleanup, mowing, trimming, edging, mulching, weeding, fertilizer application, pesticide application and fall cleanup.

Copies of the contract documents are available for review in the office of the Director of Public Service and Engineering, City Hall, 200 South Hamilton Road, Gahanna, Ohio 43230 without charge. Copies may be purchased for \$25, which is non-refundable.

All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

If State Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the contract documents.

No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening. The City will award the contract to the bidder submitting the lowest and best bid. The City reserves the right to reject any and all bids including those which in the opinion of the Director of Public Service and Engineering show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require.

Dottie Franey, Director of Public Service and Engineering Advertise: November 3, 2016 and November 10, 2016

# INFORMATION AND REQUIREMENTS FOR BIDDERS

**INTERPRETATION OF CONTRACT DOCUMENTS**. If a potential bidder is in doubt as to the true meaning of any part of the contract documents, they may submit a written request for an interpretation thereof to the Department of Public Service and Engineering a minimum of five (5) business days prior to the bid opening date. The potential bidder submitting the request will be responsible for its prompt delivery.

Any interpretation of the contract documents will be made only by addendum or clarification duly issued by the Department of Public Service and Engineering. Addenda and clarifications will be sent via email, unless a different delivery method is requested, to each potential bidder that has obtained the contract documents from the City or asked to be added to the plan holders list. Any addenda will be issued a minimum of 72 hours prior to the bid opening date and time. The Department of Public Service and Engineering will not be responsible for any other explanations of the contract documents made prior to the receipt of bids. All addenda and clarifications issued shall become part of the contract documents.

**BID DOCUMENTS.** All bid documents in Appendix C must be completed and submitted at the time of the bid opening along with any addenda and clarifications if issued. The blank spaces in the bid tab shall be properly filled in. No additional or qualifying clauses shall be written in. Unit prices shall govern in the case of a discrepancy. Mathematical errors will be subject to correction.

**BID GUARANTY.** All bids must be accompanied by a bid guaranty payable to the City of Gahanna. The preferred type is a bond for the full amount of the bid, including all add alternates, as prescribed by Section 153.571 of the Ohio Revised Code. This method must use the Bid Guaranty and Contract Bond form included in the bid documents and must be issued by a surety company or corporation licensed in the state of Ohio.

Other acceptable types of bid guaranty include a certified check, cashier's check or irrevocable letter of credit equal to ten percent (10%) of the bid, including all add alternates. If the bid is accepted using this method, a satisfactory Performance and Payment Bond must be furnished equal to one hundred percent (100%) of the bid within ten (10) days after notice of award.

Certified or cashier's checks of unsuccessful bidders will be held by the City for sixty (60) days after the bid opening.

**WAGE RATES.** If State Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the contract documents. Furthermore, the bidder awarded the contract and all of its subcontractors will be required to pay not less than the rates indicated or the various classes of work required for this improvement.

**SUBMITTAL AND OPENING OF BIDS.** Bids will be received by the City of Gahanna at the office of the Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 until the date and time listed on the notice to bidders and will be publicly opened and read aloud at that time. Bids must be submitted in a sealed envelope, addressed to the

Director of Public Service and Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230. The envelope must be plainly marked with the notation 'Bid' and include the name of the project along with the bidder's name and address. If a bid is sent by mail, the sealed envelope containing the bid must be enclosed in another envelope plainly marked with the notation 'Bid Enclosed'. It is the sole responsibility of the bidder to see that their bid is received in the proper time. Any bids received after the date and time listed on the notice to bidders will not be accepted.

The bid opening shall be extended one week if any addenda are issued within 72 hours prior to the bid opening date and time, excluding Saturdays, Sundays and legal Holidays. No further advertising of the bids will be required. No bidder may withdraw their bid for a period of sixty (60) days after the date of the bid opening.

**AWARD OF CONTRACT.** The contract will be awarded to the lowest and best bidder within sixty (60) days after the date on which the bids are opened. In determining the lowest and best bid, the following elements will be considered: whether the bidder involved (a) maintains a permanent place of business; (b) has adequate equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incident to the work; (d) has appropriate technical experience. The city reserves the right to accept or reject any or all portions of the bid including those which in the opinion of the Director of Public Service and Engineering show evidence of unbalanced prices. The City also reserves the right to waive technical defects as the interest of the City may require as well as waive all informalities not involving price, time or changes in the work and to negotiate contract terms with the successful bidder.

The failure to award and execute the contract by the City within sixty (60) days invalidates the entire bid proceedings and all bids submitted, unless the time for awarding and executing the contract is extended by mutual consent by written agreement between the City or its representatives and the bidder whose bid the City accepts, and with respect to whom the City subsequently awards and executes a contract.

If the time for awarding the contract is extended by mutual consent, or if the City or its representative fails to issue a timely notice to proceed as required, the City or its representative shall issue a change order authorizing delay costs to the contractor, which does not invalidate the contract. The amount of such a change order to the City shall be determined in accordance with the provisions of the contract for change orders or force accounts. In the event of a dispute between the City and the contractor concerning such change order, then the cost to the City shall be the contractor's actual costs including wages, labor costs other than wages, wage taxes, materials, equipment costs and rentals, insurance, and sub-contracts attributable to the delay, plus a reasonable sum for overhead.

**WORKERS' COMPENSATION INSURANCE.** The contractor shall take out and maintain during the life of the contract, adequate workers' compensation insurance for all its employees employed at the work site. The contractor shall require any subcontractor similarly to provide workers' compensation insurance to the latter's employees, unless such employees are covered by the contractor. In case any class of employees engaged in hazardous work under the contract at the work site is not protected under the workers' compensation statute, the contractor and

subcontractor shall provide suitable insurance for the protection of his employees not otherwise protected. The contractor is required to submit a workers' compensation certificate signed by the Ohio Industrial Commission, showing that the contractor has paid his industrial insurance premium up award.

**LIABILITY INSURANCE REQUIRED.** The contractor shall furnish proof to the City of public liability insurance. The amount of such public liability insurance shall be adequate to provide full coverage for any one occurrence of not of not less than \$1,000,000 for personal injury to any one person and a total of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one occurrence of not less than \$1,000,000 for personal injury to all persons involved. The amount of such property damage insurance shall be adequate to provide full coverage for any one occurrence of not less than \$1,000,000 and a total of not less than \$1,000,000 for all occurrences.

Umbrella excess liability insurance to extend existing policies to the required limits shall be accepted. The City of Gahanna shall also be named as an additional insured. The certificate shall contain a provision that coverage afforded under the policy will not be canceled unless at least thirty (30) days prior written notice has been given to the City.

### NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY CLAUSE.

Pursuant to ORC 125.111, the contractor agrees to both of the following:

(1) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates;

(2) That no contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

All contractors from whom the state or any of its political subdivisions make purchases shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the equal employment opportunity office of the department of administrative services.

**INDEMNIFICATION.** To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the City of Gahanna and its employees and representatives from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of this contract, provided that any such claim, damage, loss or expense: (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and

(2) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified thereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnify which would otherwise exist as to any party or person described in this section.

In any and all claims against the City of Gahanna and its employees and representatives by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The contractor shall defend, at their own cost and expense, each and every suit or action brought against the City of Gahanna and its employees and representatives by reason thereof, until the contract has been completed.

**SAFETY REQUIREMENTS.** The contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall be solely responsible for all federal, state and local safety requirements. In addition, the contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall take all necessary precautions at all times to prevent damage, injury, or loss to persons and property in connection with the contract. It is also the sole responsibility of the contractor, subcontractor, or person acting on behalf of any contractor or subcontractor to initiate, maintain and supervise all safety requirements, precautions and programs in connection with the contract.

The contractor and subcontractor shall comply with the Occupational Safety and Health Act of 1970 during the conduct and performance of work. The U.S. Department of Labor, Safety and Health Regulations identified as Chapter XVII of Title 29, Code of Federal Regulations (CFR) Parts 1910 and 1926 and subsequent amendments are hereby made a part of these contract documents. All federal OSHA standards must be enforced by contractors.

**LICENSING OF CORPORATIONS.** The contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall abide by the statutory requirements of the State of Ohio relative to Licensing of Corporations organized under the laws of any other state.

**LICENSES.** The contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, shall procure at its own expense and maintain in full force and effect during the life of the contract, all licenses required by the city, state and federal governments relative to the performance of the terms and conditions set forth herein.

**CITY INCOME TAX TO BE WITHHELD.** The contractor shall withhold all City Income Tax due or payable under the provisions of Chapter 161 of the Codified Ordinances of Gahanna (as amended) for wages, salaries, and commission paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Tax due

under said Ordinance for services performed under this contract. In order to comply with this section and to avoid delay in receiving payment for work performed under this contract, it will be necessary that said contractor complete and file an "Income Tax Business Registration Form", if it is not already registered with the Gahanna Finance Department.

**NON-APPROPRIATION CLAUSE.** In the event funds for this contract are not appropriated by the Council of the City of Gahanna, then the contract will automatically be cancelled without recourse to the City.

**TERMINATION OF CONTRACT.** The City at their discretion may at any time declare the contract, or any portion thereof, terminated due to any of the following circumstances:

(1) If the work to be done under this contract shall be abandoned by the contractor, or if this contract shall be assigned or the work under this contract sublet by the contractor, otherwise than herein specified;

(2) or if before the completion of the work under this contract, the contractor shall become financially unable to meet their current obligations or shall become bankrupt or shall make a general assignment for the benefit of the creditors or shall have a receiver appointed for them or to take charge of their affairs or shall have their property levied upon or taken in execution or under attachment;

(3) or if, at any time, the City shall be in the opinion that the performance of the contract is unnecessarily or unreasonably delayed or that the contractor is violating any of the conditions or agreements of this contract, or is executing the same bad faith or is not fulfilling the terms thereof, or is not making progress in the execution of the work as to indicate its completion within the same time specified in the contract, or within the time to which the completion of the contract may have been extended by the City.

If it is determined that the contract, or any portion thereof, is to be terminated, a written notice will be served to the contractor. A copy will also be given to the surety or the authorized agent of the surety.

Upon the service of such notice, the contractor shall discontinue the work or such part thereof as the City shall designate, whereupon the surety may, at its option, assume this contract or the portion thereof on which the City has ordered the contractor to discontinue work and proceed to perform the same and may, with the written consent of the City, sublet the work or portions of same taken over, provided, however, that the surety shall exercise its option if at all, within two weeks after written notice to discontinue work has been served upon the contractor and upon the surety of its authorized agent. The surety, in such event, shall take the contractor's place in all respects and will be paid by the City for all work performed by it in accordance with the terms of this contract and if the surety, under the provisions hereof, shall assume said entire contract, all monies remaining due to the contractor at the time of contractor's default, shall thereupon become due and payable to the Surety as the work progresses, subject to all the terms of this contract.

In the event the City has ordered the contractor to discontinue work on the project, the City shall have the absolute right, without liability on the part of the City to the contractor or their surety, to continue and complete the project herein described. The surety and the contractor shall then be jointly and severally liable for all expenditures made by the City to complete the said project expecting and providing that the surety shall not be liable for any amount over the obligation of its bond.

Any and all balances of payments due to the contractor by the City shall be forfeited to the City and the contractor agrees that they shall lose all right, title, and interest to the said balances, excepting and providing that the said balances shall be used, after forfeiture, for a set off to the benefit of the contractor and the contractor's surety on the expenditures of the City to complete this project.

# SUPPLEMENTAL SPECIFICATIONS

**CONTRACT TERM.** The term of this contract shall be for three (3) years, commencing January 1, 2017 and ending December 31, 2019 with the provision for two (2) separate extensions of one (1) year each upon written mutual agreement of both parties.

**SCOPE OF WORK.** The contractor shall be responsible for landscape and grounds maintenance services for municipal streetscape areas within Gahanna.

**EQUIPMENT AND PERSONNEL.** The contractor must provide and maintain in full operation at all times during the term of the contract all equipment and personnel to perform the work required by the contract. Each vehicle must have the contractor's name clearly visible. The City reserved the right to inspect the contractor's equipment at any time during the term of the contract. The contractor must obtain permission from the Department of Service and Engineering before stock piling any equipment or material on public property.

**WORKMANSHIP.** All work performed by the contractor, or any of their agents or employees, in connection with the landscape and grounds maintenance services shall be done in a competent, professional, and courteous manner. In addition, all work performed shall comply with the federal, state and local health and safety regulations, as applicable, within the corporate boundaries of the City. A certified landscape technician must be on-site at all times to oversee the work being performed. The contractor shall follow up on any complaints within twenty-four (24) hours from the time the complaint was received.

**PAYMENT FOR SERVICES.** The City agrees to pay the contractor for services rendered and deemed satisfactory under the contract once each month, following receipt of an itemized invoice. All invoices should be sent to: Department of Public Service and Engineering, City of Gahanna, 200 S Hamilton Rd, Gahanna, OH 43230. The City agrees to pay the contractor the amount due within thirty (30) days of receipt of each itemized invoice.

**BID TAB.** Bids shall be based on a yearly rate (as specified in the bid tab). Bids shall include the cost of all labor, uniforms, personal safety equipment as deemed necessary to protect the health and welfare of the bidder's employees and all other expenses required to complete the work set forth in these specifications. For purposes of calculating the bid guaranty, the bid is defined as the total annual cost of the services to be provided under the contract.

**BID ACCEPTANCE.** The City will accept bids only from bidders that have actively provided similar street sweeping services listed in these specifications for a minimum of three (3) years prior to the time of the initial bid advertisement.

**TRAFFIC AND SAFETY.** A minimum of one-lane, two-way traffic shall be maintained at all times. All lanes on major roads shall remain open during the hours of 7:00am to 9:00am and 4:00pm to 6:00pm, Monday through Friday. All traffic control devices, including lights, signs and barricades shall be constructed, erected and maintained in accordance with the Ohio Manual of Traffic Control for Construction and Maintenance.

**DAMAGES.** Damage must be reported to the City immediately. The contractor shall replace, at its own expense, any trees, shrubs, turf or other plants that are damaged or killed due the contractor's operations, negligence or failure to act. The contractor will not be held responsible for any trees, shrubs, turf or other plants that are damaged or killed due to conditions beyond the contractor's control. The contractor shall replace, at its own expense, any property damaged due the contractor's operations including but not limited to fence boards, posts, irrigation nozzles, landscaping items and other assets.

**SPRING CLEANUP.** The contractor shall remove all fallen leaves and debris from turf areas, median strips, ditches and mulched areas and then fluff the existing mulch one (1) time per year in March. All leaves, debris and excess materials shall be removed and disposed of offsite.

**MOWING AND TRIMMING.** The contractor shall professionally mow and trim all turf areas to maintain an even, well clipped appearance. The mowing frequency should be once per week unless it is during a dry spell. Bids should be based on 26 mows per year. No more than one-third of the blade shall be cut during a single mow.

Trash, branches and other debris must be picked up prior to mowing. The contractor must trim around fences, signs, light posts, trees, etc during each mow. All clippings and debris lying on the turf after mowing and trimming is complete shall be removed and disposed of offsite.

All sidewalks, leisure trails, mulched areas and roadways are to be blown free of clippings and debris after mowing and trimming is complete. It is prohibited to blow, place, dump, or deposit clippings and debris into the roadway or storm drains. All clippings, debris and excess materials shall be removed and disposed of offsite.

**EDGING AND MULCHING.** The contractor shall edge all lawn areas including walkways, drives, curbs, parking areas, tree basins, utility boxes and all other structures in the lawn areas. Edging is to be deep enough to contain mulch in rings. Mulch shall be premium hardwood mulch, black in color and shall be dyed by the manufacturer to maintain lasting color. Mulch shall be free of debris, sticks and any other foreign objects detracting from its appearance. The contractor shall maintain a mulch layer depth of approximately 3" for tree rings and plant beds located within the lawn areas. All mulched areas shall be maintained in a weed free manner. Mulch is to be raked, fluffed and turned twice a year occurring in early spring and late June. All edging waste, debris and excess materials shall be removed and disposed of offsite.

**WEEDING.** The contractor shall keep all mulched areas free and clear of weeds and debris by a combination of chemical application (spraying) and mechanical removal (pulling). Pre-emergent weed control shall be liquid or granular and can only be applied in mulched areas between April 1<sup>st</sup> and May 1<sup>st</sup>. Weeds in mulched areas less than 3" in length shall be treated using mechanical removal (pulling) and/or chemical application (spraying). Weeds in mulched areas greater than 3" in length shall be treated using mechanical removal (pulling) only. Weeding shall occur as necessary. In addition, the contractor shall ensure that all plant growth be prevented in any cracks in walkways, curbs, median strips, or along paved areas within the limits of the streetscape area. All weeds, debris and excess materials shall be removed and disposed of offsite.

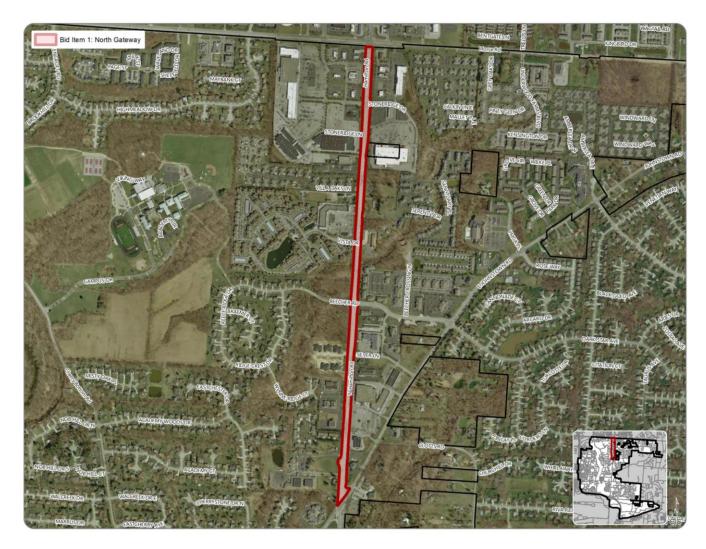
**FERTILIZER.** The contractor shall apply a quality, 30% slow release, balanced fertilizer for trees, shrubs and ground cover with no less than one pound of nitrogen per one-thousand square feet of canopy area one (1) time per year between September 15<sup>th</sup> and November 1<sup>st</sup>. The contractor shall apply a quality, 30% slow release, balanced fertilizer for lawns with no less than one pound of nitrogen per one-thousand square feet of turf area at least three (3) times each year.

**PESTICIDES.** The contractor shall apply pesticides as necessary for the control of pests, weeds, insect infestation and disease. The contractor shall be responsible for choosing the appropriate pesticide and be accountable for its proper application by a licensed technician. The contractor must have the appropriate state license to apply chemicals and do so consistent with the rules and regulations as set forth by the U.S. Department of Agriculture. The contractor is required to submit a report detailing the chemicals used, including EPA registration numbers, and the application rate to the Service and Engineering Administrative Technician after each application.

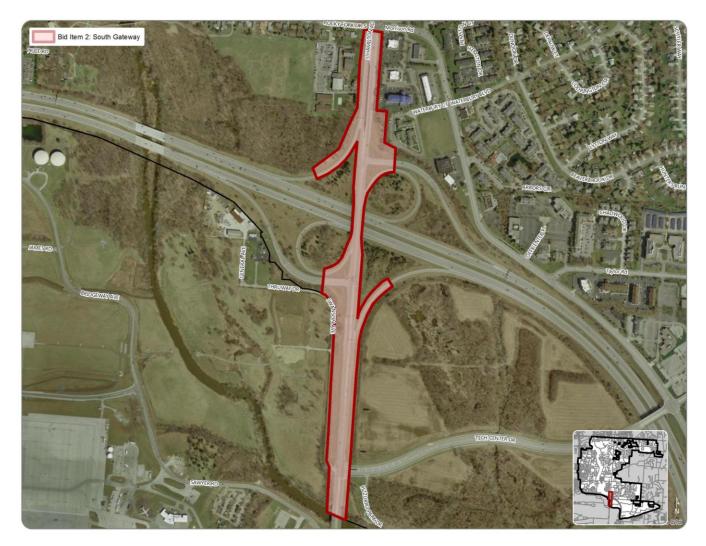
**FALL CLEANUP.** The contractor shall remove all fallen leaves and debris from all turf areas, median strips, ditches and mulched areas and then cut back perennials one (1) time per year in November. All leaves, debris and excess materials shall be removed and disposed of offsite.

(see next page for details regarding bid items)

**BID ITEM 1: NORTH GATEWAY.** This streetscape area includes the west and east sides of the roadway, landscaped medians and mulch beds along N Hamilton Rd from Morse Rd to US-62 / E Johnstown Rd.



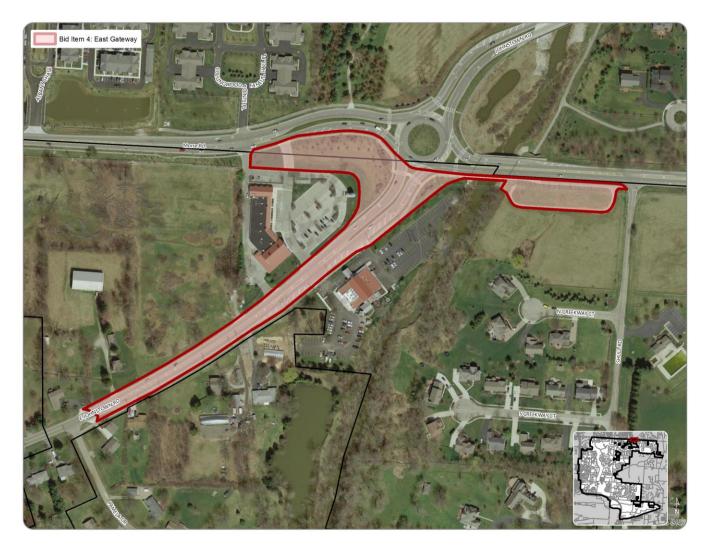
**BID ITEM 2: SOUTH GATEWAY.** This streetscape area includes the west and east sides of the roadway, landscaped medians and mulch beds along S Hamilton Rd from Morrison Rd to Gahanna's south corporation limit. It also includes both sides of the roadway and mulch beds along the interchange ramps from S Hamilton Rd to Ohio Department of Transportation (ODOT) point of responsibility.



**BID ITEM 3: WEST GATEWAY.** This streetscape area includes the north and south sides of the roadway, landscaped medians and mulch beds along US-62 from Gahanna's west corporation limit to the bridge over Big Walnut Creek.



**BID ITEM 4: EAST GATEWAY.** This streetscape area includes the south side of the roadway, landscaped medians and mulch beds along Morse Rd from 1391 Morse Rd to Shull Rd. It also includes the west and east sides of the roadway, landscaped medians and mulch beds along US-62 / E Johnstown Rd from Morse Rd to Pamela Dr.



**BID ITEM 5: HAMILTON ROAD CENTRAL.** This streetscape area includes the west and east sides of the roadway, landscaped medians (including landscaped roundabout interiors) and mulch beds along N Hamilton Rd from US-62 / E Johnstown Rd to bridge over Rocky Fork Creek. It also includes the north and south sides of the roadway along US-62 / E Johnstown Rd from Commission Dr to Clotts Rd along with the north and south sides of the roadway along Commission Dr from approximately 190 ft east of Cherry Wood Pl to US-62 / E Johnstown Rd.



**BID ITEM 6: SCIENCE BOULEVARD.** This streetscape area includes the west and east sides of the roadway and mulch beds along Science Blvd from Techcenter Dr to 789 Science Blvd. It also includes the north and south sides of the roadway along Techcenter Dr from Science Blvd to the end of the cul-de-sac along with the perimeter area and mulch beds surrounding the detention pond located in the southeast corner of Techcenter Dr and Science Blvd.



**BID ITEM 7: NORTH HIGH STREET.** This streetscape area includes the west and east sides of the roadway and mulch beds along N High St from Carpenter Rd to Granville St. It also includes the perimeter area and mulch beds surrounding the municipal parking lot located in the northeast corner of N High St and Town St. Other than the municipal parking lot, there will be minimal mowing for this bid item.



**BID ITEM 8: FOXBORO DETENTION BASIN.** This streetscape area includes the Foxboro detention basin up to the pool fences. It also includes both sides of all 3 sidewalks leading to the pool. There will be minimal edging, mulching and weeding for this bid item.



**BID ITEM 9: JAMES ROAD BRIDGE.** This streetscape area includes the west and east sides of the roadway and mulch beds immediately surrounding the James Rd bridge located approximately 480 ft north of Landsdowne Ave. There will be minimal mowing for this bid item.



# STATEMENT OF QUALIFICATIONS

The bidder is required to state in full detail below, what work of a character similar to that included in the proposed Contract he has done, to give reference and such other detailed information as will enable the Council of the City of Gahanna, and the Director of Public Service and Engineering to judge his responsibility, experience, skill, and financial standing. Among other things, this statement shall include the following:

Evidence to the effect that the bidder maintains a permanent place of business; list of plant equipment available for work under the proposed contract, together with statements as to when purchased of otherwise obtained, and statements as to its present physical condition; evidence to the effect that the bidder has a suitable financial status to meet obligations incident to the work; and evidence to the effect that the bidder has appropriate technical experience.



# **STATEMENT OF QUALIFICATIONS:**



7535 Upper Cambridge Way Westerville, Ohio 43082

We have been in the landscaping and property management business for 16 years. TAG Property Group LLC was founded in 2006, which focuses on Rental Properties and full property management. TAG Property Landscaping was spun off from our parent company in 2014, which focuses on Commercial and Residential landscaping. We are a "Green Friendly" business that is in the process of converting all equipment to propane, including trucks. Over the last two mowing season we have purchased a new line of Exmark Commercial Equipment that will be converted to propane. Currently you can only purchase ZTR mowing units in propane so it is a longer process to convert the small engine equipment.

We have the technical ability and skill to do the proposed work and I believe we would be a great partner with the City of Gahanna. The City can celebrate the fact with us that we are "Green Friendly". This may help support the City's initiative to convert to alternative fuels as well in the future.

Our current similar character of work would be working with the City of Marysville. We have been the City's Contractor for three years and have developed a great working relationship with them. The majority of our work with the City focuses on mowing violation lots but we also do other jobs that helps beautify the City.

We strive to produce quality work. We also pride ourselves in being professional, timely and mannerly. All of our workers are skilled and seasoned landscaping professionals. If the scope of the work requires specific equipment that we do not currently have we can purchase it to meet the specific guidelines to perform the job. We have plenty of finances and resources to maintain a quality business.

If you have any questions or need any further information please contact me.

Attached you will find:

- 1. References
- 2. Equipment List
- 3. Financial Document
- 4. Ohio LLC Document
- 5. Ohio LLC Document
- 6. Liability Insurance (State Farm)
- 7. Bureau of Workers Comp Certificate
- 8. Clarification #1

Thanks, Trent Grove TAG Property Landscaping

			Property Landscap	
<u>AG Beléjonces</u>	ComactiName	IPhone IV	E-Mail a second	Address
	States and the second			
City of Marysville	Jeremy Hoyt (City Engineer)	937-241-4384	ihoyt@marysvillechio.org	City of Marysville
Alum Creek Sailing Association	Jim Forman	614-404-1771	jforemanjr@aol.com	Marina on Lewis Center Road STATE OF OHIO Property
Otterbein Office Building	Dr. Erin Kemp	614-736-1977	erinkkemp@yahoo.com	509 South Otterbein Ave, Westerville, Ohio 43081
Dr. Erin Kemp	Dr. Erin Kemp	614-736-1977	erinkkemp@yahoo.com	7673 Milford Drive, Westerville, Ohio 43082
	Dr. Erin Kemp	614-736-1977	erinkkemp@yahoo.com	1109 Hooverview Road, WestervIIIe, Ohio 43081
Jacki Neitzke	Jacki Neitzke	614-787-5606	mjnightski@gmail.com	7358 Upper Cambridge Way, Westerville, Ohio 43082

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# **EQUIPMENT LIST:**

Ford F-250 Ford F-150		
60" Exmark Propane ZTR 52" Exmark Propane ZTR 36" Exmark Walk Behind 21" Exmark Walk Behind (2)	2015 2016 2015 2015	
Exmark Commercial Fertilizer s Exmark Commercial Aerator	spreader	2016 2016
Brown Bed Edger		2015
Stihl Trimmers (5) Echo Trimmer	2015 2016	

1997년 - 1997년 -



)-669-3900 AMERITRADE /ISION OF TD AMERITRADE INC BOX 2209 IAHA, NE 68103-2209 Ameritrade Clearing, Inc., Member SIPC Statement Reporting Period: 10/01/16 - 10/31/16

Statement for Account # TRENT GROVE 7535 UPPER CAMBRIDGE WAY WESTERVILLE, OH 43082

			Portfolio	Summary			
vestment	Current Value	Prior Value	Period Change	% Change	Estimated Income	Estimated Yield	Portfolio Allocation
ash	\$323,539.41	\$337,506.45	(\$13,967.04)	-	\$ -	-	
srd Dep Acct (IDA)	-	-	-	-	-	-	
oney Market	-	-	-	-	-	-	Options
nort Balance	-	-	-	-	-	-	3.3% Stocks
:ocks	112,957.92	119,135.38	(6,177.46)	(5.2)%	3,220.68	2.9%	25.0%
nort Stocks	-	-	-	-	-	-	
xed Income	-	-	-	-	-	-	
ptions	14,690.20	10,708.95	3,981.25	37.2%	-	-	
nort Options	-	-	-	-	-	-	
utual Funds	-	-	-	-	-	-	Cas
ther	-	-		-	-	-	71.7
otal	\$451,187.53	\$467,350.78	(\$16,163.25)	(3.5)%	\$3,220.68	0.7%	
argin Equity	100.0%						

ash Activity Summa	ry		Income & E	xpense Summary			Performance Summary	
	Current	YTD		Reportable	Non Reportable	YTD		i
pening Balance	\$337,506.45	\$158,667.10	Income				Cost Basis As Of - 10/31/16 **	\$136,735.3
ecurities Purchased	(81,298.35)	(1,016,426.82)	Dividends	\$507.23	\$-	\$8,278.12	Unrealized Gains	271.5
ecurities Sold	76,852.52	1,301,826.36	Interest	2.86	-	22.71	Unrealized Losses	(9,358.8:
unds Deposited	-	-	Other	-	-	203.24	Funds Deposited/(Disbursed) <sup>יייס</sup>	(129,000.00
unds Disbursed	(10,000.00)	(129,000.00)	Expense				Income/(Expense) <sup>vtb</sup>	8,472.7
come	510.09	8,504.07	Interest	-	-	-	Securities Received/(Delivered)	0.0
kpense	(31.30)	(31.30)	Fees	(12.67)	-	(12.67)	**To view realized gains and losses for your account, log www.tdameritrade.com and visit My Account > Gain/Los	
ther	-	-	Other	-	(18.63)	(18.63)		
losing Balance	\$323,539.41	\$323,539.41	Net	\$497.42	(\$18.63)	\$8,472.77		

page 1 of 10



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# **Business Filing Portal**



Print this report

#### **Corporation Details**

	Corporati	on Details	
Entity Number	2318851		
Business Name	TAG PROPERTY LANDSCAPING LLC		
Filing Type	DOMESTIC LIMITED LIABILITY COMPANY	/	
Status	Active		
Original Filing Date	08/13/2014		
Expiry Date			
Location:	County:		State:
in Marana in a stand and a second and a second and a second a s	Agent / Registr	ant Information	
	7535 UPPER CA WESTERVIL	LE,OH 43082 ə: 08/13/2014	
	Incorporato	r Information	
	TRENT	GROVE	
	Fili	ngs	
	Filing Type	Date of Filing	Document Number/Image
ARTICI ES OF ORGNZT	N/DOM. PROFIT LIM.LIAB. CO.	08/13/2014	201422501060



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# **Business Filing Portal**



Print this report

## **Corporation Details**

	Corporation	Details				
Entity Number	1646276					
Business Name	TAG PROPERTY GROUP, LLC					
-iling Type	DOMESTIC LIMITED LIABILITY COMPANY		<b>WENNERS</b>			
Status	Active					
Original Filing Date	09/06/2006					
Expiry Date						
Location:	County:		State:			
<u></u>	Agent / Registrant	Information				
BUSINESS FILINGS INCORPORATED 4400 EASTON COMMONS WAY SUITE 125 COLUMBUS OH 43219 Effective Date: 06/08/2007 Contact Status: Active						
<u></u>	incorporator int	ormation				
ANN FALL						
Filings						
- All <u>and a constant and an a</u> second	Filing Type	Date of Filing	Document Number/Image			
	ZATION/DOM. LIMITED LIABILITY CO	09/06/2006	200625000186			
AGENT ADDRESS CHANGE/LIMITED/LIABILITY/PARTNERS 06/08/2007 200715901324						

INSURED     TAG Property Group LLC     INSURE A ;Stale Farm Mutual Automobile Insurance Company     26178       NSURED     TAG Property Group LLC     INSURE B :     Insurance Company     26178       Yesterville, OH 43082     INSURER C :     INSURER C :     INSURER C :     Insurance Company     26178       COVERAGES     CERTIFICATE NUMBER:     INSURER F :     INSURER F :     INSURER F :     INSURER F :     INSURE C :	40	ORD			~		ICATE OF LIA					02/	(MM/DD/YYYY) /22/2016
certificate holder     Image: Initial Stack endorsement(s).       concess     Hoy Insurance and Financial Services, Inc.       isterior     isterior       isterior     New Albany, Oh 43054       isterior     Image: Initial Services, Inc.       isterior     Image: Initial Services, Initia	CERI BELC REPR	IFICATE DOI DW. THIS CE RESENTATIVE	ES N RTIFI OR	OT AFFIRMATI	VEL) URAN ID TH	OR NCE NE CE	NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTER TE A C	ND OR ALTI CONTRACT E	ER THE CO BETWEEN 7 endorsed.	VERAGE AFFORDED I HE ISSUING INSURER	3Y TH (S), A (AIVEL	E POLICIES UTHORIZED
Hoy Insurance and Financial Services, Inc     Inc. 54455559     Inc. 54455559     Inc. 54455559       Image: Service State State     New Albany, Oh 43054     Image: Service State S	certif	licate holder li	n lieu	of such endors	eme	nt(s).	· · · · · · · · · · · · · · · · · · ·						
	RODUC							CONTAC	<sup>CT</sup> Jason Hoy	<u> </u>	FAV		
					anci	al Se	ervices, Inc	AC. No	, Ext): 614-855	-5599	(AVC, No):	514-85	5-5595
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A     CONNERCIAL GENERAL LABILITY     S       1     CLAMSANDE X     OCCUR       2     CONNERCIAL GENERAL LABILITY     S       3     GENLA AGRECATE LAMIT APPLES PER:     95-BF-K543-8     03/30/2016     03/30/2017       3     GENLA AGRECATE LAMIT APPLES PER:     95-BF-K543-8     03/30/2016     03/30/2017       GENLA AGRECATE LAMIT APPLES PER:     95-BF-K543-8     03/30/2016     03/30/2017       ATOMORIE LAMILITY     S     S     1.000       0 POLICE     SOMEDULED     ATOMORIE LAMITY     S       ATOMORIE LAMITY     SOMEDULED     SOMEDULED     1.000       ATOMORIE LAMITY     SOMEDULED     SOMEDULED     SOMEDULED       ANTOSO     AUTOS     SOMEDULED     SOMEDULED     SOMEDULED       ANTOSO     AUTOSO     SOMEDULED     SOMEDULED     SOMEDULED       ANTOSO     AUTOS     SOMEDULED     SOMEDULED     SOMEDULED       ANTOSO     AUTOS     CALARESANCE     SOMEDULED     SOMEDULED       ANTOSO     AUTOS     COLOR     CALARESANCE     SOMEDULED       ANTOSO     AUTOS     CALARESANCE     SOMEDULED     SOMEDULED       ANTOSO     AUTOS     CALARESANCE     SOMEDULED     SOMEDULED       AND BENCORER LAMAILTY     Y/N     N/A	SR TR	TYPE O	F INSU	RANCE					POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMO	8	
1		COMMERCIAL	GENER	RAL LIABILITY	[							\$	500,00
Image: Construct and the second se		CLAIMS-M	ADE									\$	
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GENL AGGREGATE LINT APPLES PER:					1		05.8E.¥543.8		03/30/2016	03/30/2017	PERSONAL & ADV INJURY	\$	
POLICY       JEC:       LOC       PRODUCTS - COMPORED SINGLE LIANT \$         OTHER       COMMINGE SINGLE LIANT \$       \$         AUTOMORIE LIABILITY       COMMINGE SINGLE LIANT \$       \$         AUTOS       SUPERSTITUTION SINGLE S	G	EN'L AGGREGATE	LIMIT	APPLIES PER:	1		29-D1-4/040-0		00,0012010		GENERAL AGGREGATE	\$	1,000,00
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AND EMPLOYERS' LIABILITY       Y / N         ANY PROPRETORPARTIERE/EQUITIVE       N / A         CFPICE/MEMBER EXCLUDED?       I         IM register Comparison and the second of the second	Γ	DED RI	TENT	ION \$								5	
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EL DISEASE - EA EMPLOYEE \$         If yes, describe under         DESCRIPTION OF OPERATIONS below         EL DISEASE - POLICY LIMIT         BESCRIPTION OF OPERATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)         SEGORIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)         CERTIFICATE HOLDER         CANCELLATION         SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF         THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED         AUTURATION REPRESENTATIVE         (C) 1988-2014 ACORD CORPORATIONAll rights rese	Aħ	Y PROPRIETOR/P	ARTNE	RIEXECUTIVE	ור						E.L. EACH ACCIDENT	\$	
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BER THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS. AUTHERIZED REPRESENTATIVE © 1988-2014 ACORD CORPORATION. All rights rese													
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# Ohio Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

# **Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

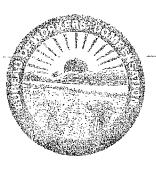
Policy number and employer **1655351-0** 

www.bwc.ohio.gov

Issued by:

633

## TAG PROPERTY GROUP LLC 7535 UPPER CAMBRIDGE WAY WESTERVILLE, OH 43082



Period specified below 07/01/2016 through 06/30/2017

Acting Administrator/CEO

You can reproduce this certificate as needed.

# **Ohio Bureau of Workers' Compensation**

# **Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation



# **CLARIFICATION #1**

#### MUNICIPAL LANDSCAPE MAINTENANCE

Bid Item 5 (Hamilton Road Central) will include turf areas along each side of the roadway with little to no trees or mulch beds. The **proposed** plantings within the landscaped medians and two roundabout islands are geared towards low maintenance plantings that are drought tolerant. The goal is to create pollinator oasis islands for bees and butterflies. Diagrams depicting the proposed plantings within each landscaped median and roundabout island are included with this clarification.

Please attach with the sealed proposal due on November 18, 2016 @ 11:00 am.

CLARIFICATION #1 is hereby acknowledged:

OWNER

Signature and Title

TAG Property LANdscaping LLC Company Name

11/17/16 Date

Issued: November 16, 2016

# SUBCONTRACTORS LIST

153 1

2007 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 - 1077 -

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by subcontractors in this contract. If no subcontractors are to be used, so state.

are to be used, so state.
· -1

#### AFFIDAVIT

To be filed in and executed if the contractor is a corporation

STATE OF OHIO COUNTY OF DELAWARE ; ss: TRENT A. GROVE being duly sworn, deposes and says that he/she is Secretary of

TAG Property LANDSCAPENG LLC a corporation organized and existing under and by virtue of the laws of the state of Ohio and

having its principal office at:

7535 Upper Cambridge WAY WESTERVILLE, OH 43082 Address/City/State/Zip

AFFIANT further says he/she is familiar with records, minutes, books, and by-laws of the said corporation and is duly authorized to sign the Contract for the construction of:

**MUNICIPAL LANDSCAPE MAINTENANCE** 

for said corporation by virtue of: TRENT GROVE SOLE DWNER (state whether a provision of by-laws or resolution by board. If resolution give date of adoption).

Signature

Sworn to before me and subscribed in my presence this 17 day of Now mov, 2016.

My Commission Expires: July 17, 2021 Seal: ANA L. ROSAS Notary Public. State of Ohio My Commission Expires July 17, 2021

#### AFFIDAVIT ORC 5719.042

STATE OF OHIO COUNTY OF DELAWARE ; ss:

The affiant being first duly sworn states that he or she is the

	RENT A.	GROVE			
	Tit	tle and Name of Co	ompany		
and that he/she or _	TAG		LANdSLAPING	LLC	was
_		Name of Compa	ny <b>o</b>		

 $(\checkmark)$  Not charged at the time the bid for:

#### **MUNICIPAL LANDSCAPE MAINTENANCE**

was submitted, with any delinquent personal property taxes on the general tax list of personal property of Franklin County, Ohio; or

( ) Charged at the time the bid for:

#### **MUNICIPAL LANDSCAPE MAINTENANCE**

was submitted, with delinquent property taxes on the general tax list of personal property of Franklin County, Ohio, and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

COMPANY

AG Property LAndscaping LLC

AFFIANT, AND TITLE OWNER

Sworn to before me and subscribed in my presence this 17 day of November, 2016.

arviPublic

My Commission Seal:

July 17, 2021

ANA L. ROSAS Notary Public, State of Ohio My Commission Expires July 17, 2021

#### NONCOLLUSION AFFIDAVIT

STATE OF	OHIO	
COUNTY OF	DELAWARE	; ss:

Bid Identification:

#### **MUNICIPAL LANDSCAPE MAINTENANCE**

CONTRACTOR TAb Property Landscaping, being first duly sworn, deposes and says that he is TRENT GROVE Sole OWNER sole owner, a partner, president, secretary, etc.) TAG Property Landscaping LLC the party making the foregoing BID; that such of bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID, and has not directly or indirectly colluded conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, of to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: Signature

arv Public

My Commission Expires:

July 17, 2021



ANA L. ROSAS Notary Public, State of Ohio My Commission Expires July 17, 2021

#### **ESCROW WAIVER**

In accordance with a certain Contract between the City of Gahanna Ohio, and contractor TAL Property Landscaping UCC, it is mutually agreed by and between the parties hereto that because of the short-term duration of the within contract, no escrow account will be established as is required pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on retainage.

Signed:

Signature

Sworn to before me and subscribed in my presence this 17 day of 1000000000, 2016.

Notary Public

My Commission Expires: Sury 17, 2011

Seal: ANA L. ROSAS Notary Public, State of Ohio My Commission Expires July 17, 2021

# BID GUARANTY AND CONTRACT BOND (ORC Section 153.57(1))

#### KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address of Contractor)

as Principal, and\_\_\_\_\_\_, as Surety, are hereby held and firmly bound unto the City of Gahanna, Ohio, hereinafter called the Obligee, in the penal sum of the dollar amount of the bid to undertake the project known as:

## MUNICIPAL LANDSCAPE MAINTENANCE

The penal sum referred to h	herein shall be the dollar amount of the Principal's bid to the O	bligee,
incorporating any additive	or deductive alternate proposals made by the Principal on the c	late
referred to above to the Ob	ligee, which are accepted by the Obligee. In no case shall the	penal
sum exceed the amount of		_dollars
(\$	).	

If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates, in dollars and cents. A percentage amount is not acceptable. For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project:

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing and mailing notices to prospective bidders, whichever is less, than this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; It being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED thi	is day of, 20
TITLE:	
	act
SURETY COMPANY ADDRESS:	SURETY AGENT'S ADDRESS
Company Name	Agency Name
Street	Street
City/State/Zip	City/State/Zip
(ORC Section 9.32 requires awarding author	ority give written notice of award to Surety and Agent.)

CITY OF GAHANNA

\*\*\*\* attach documents here \*\*\*\*

# PLEASE ATTACH THE FOLLOWING TO THIS SHEET:

- **1.** Power of Attorney
- **2.** Surety Financial Statement
- **3.** Certificate of Compliance for Ohio

# PROPOSAL

## MUNICIPAL LANDSCAPE MAINTENANCE

### TO: Director of Public Service and Engineering City of Gahanna, Ohio

After careful examination of the specifications, form of contract and the site of the proposed work, the undersigned hereby proposes and agrees if this proposal be accepted, to enter into a contract using the form of contract provided for, to furnish all equipment, labor, materials and construction to complete the said work in accordance with the terms and conditions specified and to furnish a satisfactory bond in the amount of one hundred percent (100%) of the total amount of the contract, conditioned as and in form prescribed by law as a guarantee for the faithful performance of the contract for the following prices as described and contained herein.

The bidder shall fill in all unit prices shown in the proposal and make necessary extensions and add all totals. The unit prices shown, together with quantities shown shall determine the total amount of the bid. If there is an error made, unit prices shown shall govern. The City reserves the right to waive any irregularities of the bidding process, and to make any mathematical corrections as required.

<u>NOTE:</u> NO BIDDER MAY WITHDRAW UNTIL SIXTY DAYS AFTER THE DATE OPENING. THE CITY OF GAHANNA HAS THE OPTION OF ACCEPTING OR REJECTING ANY OR ALL PROPOSALS OR ANY PORTION THEREOF. If the foregoing proposal shall be accepted by the City of Gahanna, State of Ohio, and the undersigned shall fail within a period of ten (10) days from the notice of acceptance to execute a satisfactory contract or furnish a satisfactory bond as stated in the notice to bidders hereto attached, then the City may, at its option, determine that the undersigned had abandoned the contract and thereupon this proposal shall be null and void and the bond or certified check accompanying this proposal shall be forfeited to and become the property of the City, otherwise the bond or certified check accompanying this proposal shall be returned to the undersigned on demand. (The appropriate blanks pertaining to the certified check or proposal bond shall be properly filled in by the bidder)

- ( Attached hereto is a certified check on Fifth Third Bank of Ohio, for the sum of \$ 7,000 according to the terms of the notice to bidders.
- ( ) Attached hereto is the bid guaranty/contract bond executed by for the sum of \$\_\_\_\_\_\_ according to the terms of the notice to bidders.

The names and residences of all persons and parties interested in the foregoing bid as principals are:

Name

ting the second

4000000

Address

Name

Address

Name

Address

Signature of Bidder

7535 Upper Cambridge WAY Business Address WESTERVILLE, OH 43082 Signed this 17 day of November , 2016.

BID TAB						
Contractor Name: TAG F	roperty L	ANDSCHPING	LLC			
Address: 7535 Upper						
City: WESTERVILLE	State: DH	(	13082			
Phone: 614-832-6501	Fax:					

Authorized Company Representative (manager of contract)

(53) [

Name: TRENT GROVE	Email: Englandscapingeaol.com
Title: OWNER	Phone: 614-832-6501

ITEM	DESCRIPTION	YEARLY TOTAL
1	North Gateway	\$ 5,000
2	South Gateway	\$ 12,00000
3	West Gateway	\$ 19,50000
4	East Gateway	\$ 10,000
5	Hamilton Road Central	\$ 5, 300
6	Science Boulevard	\$ 10,000
7	North High Street	\$ 5,000
8	Foxboro Detention Basin	\$ 3,000
9	James Road Bridge	\$ 500

BID TOTAL (SUM OF LINES 1-9): \$ 70,000

ADDITIONAL ITEMS (UPON CITY'S REQUEST)		UNIT PRICE	
Landscape/Grounds Maintenance (hourly rate for edging, mulching, weeding, cleanup, etc)	\$	40 / hour	
Mowing and Trimming (hourly rate once 26 mow exceeded)		50 / hour	



## **CLARIFICATION #1**

## MUNICIPAL LANDSCAPE MAINTENANCE

Bid Item 5 (Hamilton Road Central) will include turf areas along each side of the roadway with little to no trees or mulch beds. The **proposed** plantings within the landscaped medians and two roundabout islands are geared towards low maintenance plantings that are drought tolerant. The goal is to create pollinator oasis islands for bees and butterflies. Diagrams depicting the proposed plantings within each landscaped median and roundabout island are included with this clarification.

Please attach with the sealed proposal due on November 18, 2016 @ 11:00 am.

CLARIFICATION #1 is hereby acknowledged:

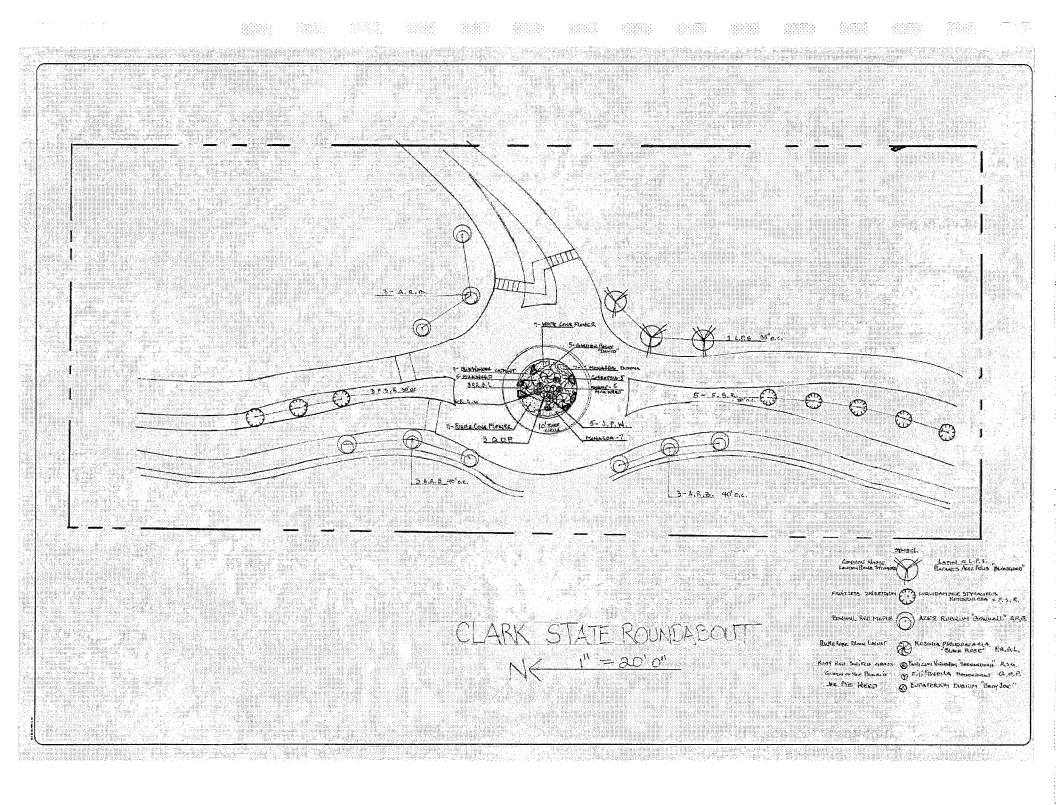
OWNER

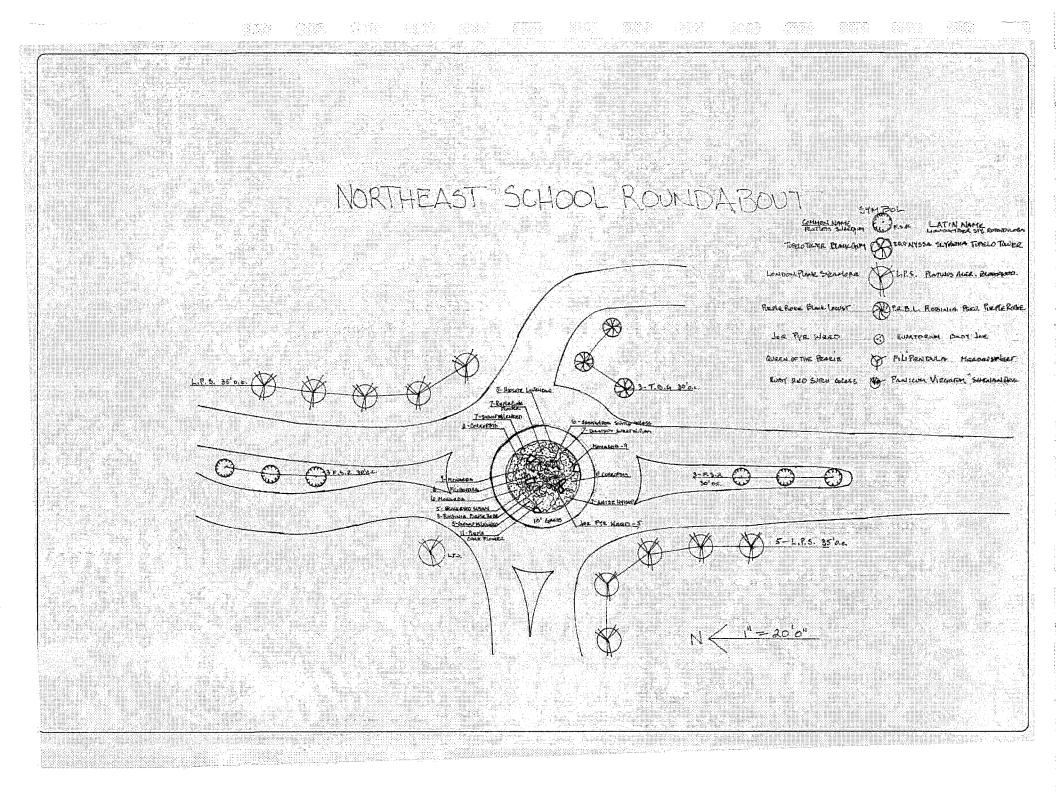
Signature and Title

TAG Property Landscaping LLC Company Name

11/17/16 Date

Issued: November 16, 2016





# CONTRACT

This Contract made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Gahanna, Ohio, Party of the First Part, and:

(Party of the Second Part)

#### WITNESSETH:

<u>ARTICLE 1</u>. Said Party of the Second Part hereby agrees to furnish at its own cost and expense all equipment, labor, materials, and construction for the improvement as listed in the legal notices as required by the notice to bidders, information and requirements for bidders, supplemental specifications, contract and all other required bid documents, therefore which are on file in the Department of Public Service and Engineering of the municipal building of the City of Gahanna, Ohio, and which are each by reference made a part of this contract and attached hereto. All of the material and labor shall be furnished according to the requirements under this contract and to the satisfaction of the Department of Public Service and Engineering and to the acceptance of the City of Gahanna, Ohio and at the prices set forth in the accompanying proposal which is made a part of this contract.

The Party of the First Part, in consideration of the full and faithful performance of all singular things herein, agrees that it will pay to said Party of the Second Part the prices and sums hereinabove written, payments to be made by said City upon estimates allowed by the Department of Public Service and Engineering of the said city as the work progresses.

<u>ARTICLE 2</u>. Said Party of the First Part reserves the right to cancel this contract if either the funds for this contract are not appropriated by the Council of the City of Gahanna or the Party of the Second Part fails to meet the obligations or specifications under this contract.

IN TESTIMONY WHEREOF, the said parties hereunto set their hands the day and year first above written.

ATTEST:

CITY OF GAHANNA, OHIO

THOMAS R. KNEELAND Mayor

(Contractor must indicate whether Corporation, Partnership, Company or Individual. THE PERSON SIGNING SHALL IN OWN HANDWRITING, SIGN THE PRINCIPAL'S NAME, OWN NAME, AND TITLE. WHERE THE PERSON SIGNING FOR A CORPORATION IS OTHER THAN PRESIDENT, HE MUST SHOW AUTHORITY TO BIND THE CORPORATION BY AFFIDAVIT).

Signature

Printed Name

Title

Address

City/State/Zip

I, Joann Bury, hereby certify that funds for this Contract are available and/or in the process of collection.

JOANN BURY Director of Finance

I, Shane Ewald, hereby approve the form and correctness of the foregoing Contract Bond and Contract.

SHANE EWALD City Attorney