

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Grounds Maintenance – All Branches and Operations Center

Issue Date: January 9, 2018

ITB Number: CML # 18-004

Issued by:

Procurement Department
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:

January 26, 2018
No later than 12:00 Noon



Wanda Dixon, Procurement Analyst
 Procurement Department
 Telephone: (614) 849-1034; FAX: (614) 849-1134
wdixon@columbuslibrary.org

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) *Grounds Maintenance – All Branches and Operations Center*. The ITB Identification Number is CML 18-004.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Friday, January 26, 2018**. Any Bid (“Bid”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on Thursday, January 18, 2018 to procurement@columbuslibrary.org.

The Bidder (“Bidder”) declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Bidder certifies, by signature affixed to this Invitation to Bid Cover Sheet, that the information provided by it in response to the ITB, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing the Bid	(Please print or type)	Title
Bidder Name		
Mailing address		
City	State	ZIP
Telephone	Toll Free Telephone	
Contact Person	Fax Number	
E-mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

OVERVIEW

The Columbus Metropolitan Library is seeking competitive bids for Grounds Maintenance, Fertilization and Aeration for all CML branch locations and the Operations Center based on the attached specifications. The services will be divided into six (6) regions, as indicated on the attached specifications. Refer to a separate link next to the ITB on the CML Website for attached documents.

PRE-BID MEETING

A Pre-Bid meeting is scheduled for Thursday, January 16, 2018 at 9:00 am at the Main Library, 96 S. Grant Avenue, Columbus, Ohio, Conference Room 3A. Although the pre-bid is not mandatory, Bidders are encouraged to attend.

BID REQUIREMENTS

The Bidder is responsible for all information contained in any addenda issued.

All responses shall be in the following prescribed format.

BID INSTRUCTIONS

Each Bidder must submit its costs using the Bid Price Submission form (Attachment A). Each Bidder must submit one (1) original hardcopy, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) complete Bid packages. Also, the Bidder shall include an electronic copy of its Bid.

Bids are due no later than the Bid due date, at 12:00 noon. Bids submitted by e-mail or fax are not acceptable and will not be considered. Bids must be submitted to:

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
96 South Grant Avenue
Columbus, OH 43215

Bids may also be delivered in person to the Main Circulation Desk, First Floor, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Bids will be accepted until the time marked on the legal notice of the ITB. The Library is not responsible for any late mail or special service deliveries

Bid responses are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed sections:

1. Cover Letter

A cover letter, on the Bidder's letterhead, shall be submitted and shall include, but need not be limited to, the following information:

- A. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 180 days.

- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet the needs as described in this ITB. This information shall include:
 - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
 - II. The name, address and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understand all requirements of the ITB.

2. Project Overview ("Work Plan")

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project.

3. Bidder's Qualifications

Information included in this section shall include, but not be limited to, the following:

- A. Statement of Affirmation as to Bidder's ability to perform the Work.

4. Description of Services and Staffing ("Staffing Plan")

The Staffing Plan will outline who will do the Work, including subcontractors.

Include the number of employees employed by the Bidder's company.

5. Response to Scope of Services Requirements

A statement as to how the services will be provided.

6. Completed Bid Price Schedule

Please submit your fees per Attachment A.

EVALUATION CRITERIA

- 1. Bids will be evaluated based on the Total Bid Price per Region.

ADDITIONAL INFORMATION

- 1. Addenda to this ITB will be posted on our website at www.columbuslibrary.org/about/doing-business at least five (5) business days prior to

the ITB opening. Bidders are responsible for any information provided in any and all issued addenda.

2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgement that subjective criteria may be used in the evaluation of Bids. Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

ITB & BID QUESTIONS

Any questions or clarifications regarding this ITB must be sent to procurement@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 12:00 Noon, Thursday, January 18, 2018.

Answers to all questions will be documented and posted to our website at www.columbuslibrary.org/about/doing-business. The Library will make every attempt to respond to questions within 48 hours of receipt. Regardless, answers will be provided no later than Friday, January 19, 2018.

PROJECTED TIMELINE

The projected timeline for this ITB process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	January 9, 2018
Pre-Bid Meeting	January 16, 2018 @ 9:00 am
Inquiry Period Ends	January 18, 2018 @ 12:00 Noon
Final Response to Vendor Questions	January 19, 2018 @ 5:00 pm
Due Date	January 26, 2018
Selection of Successful Bidder	TBD

DIVERSITY

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this Proposal.

A completed Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal or Bid. Please refer to Attachment A *Bidder's Diversity & Inclusion Participation Form* to submit or denote omission of participation.

GROUNDS MAINTENANCE SPECIFICATIONS

GENERAL CONDITIONS

- A. These specifications are issued by the Columbus Metropolitan Library, hereinafter referred to as the Library or CML.
- B. Work items set forth in these specifications shall be performed at all the Library's branches.
- C. It is the intention of the Library to enter into contracts with multiple contractors to perform the Work items listed in each subsection of these specifications. The same contractor ("The Contractor") may be responsible for groups of branches as indicated on Bid Price Schedule.
- D. All landscaping work is expected to be completed in a professional manner, if any of the contracted services are not completed to the Library's expectations that service will need to be completed again to the Custodial Supervisors satisfaction.
- E. Contractors may only subcontract the fertilization section of this Contract. Contractors will be held responsible for the timely completion of all Work items. The Library will accept only a single monthly statement for all Work items. The total annual cost of the Contract will be divided into equal amounts from the start of the Contract until the end of the calendar year.
- F. The initial period of this contract shall be for three (3) years, with an option to renew for two (2) one-year periods, subject to the overall acceptance of contractual work by the Library. Either party will maintain the right to cancel the Contract according to the terms of the Contract.
- G. The Library's representative in all dealings with the Contractor shall be the Custodial Supervisor or Operations Manager.
- H. All lawn, shrub, tree fertilization and aeration shall be scheduled in advance with Custodial Supervisor. These fertilizations cannot be skipped.
- I. CML dumpsters are not to be used for any type of lawn waste.
- J. During the period of this Contract, CML's branches may go on or off line depending on planned construction through the 2020 project.
- K. Any additional landscape service will need to be quoted. CML reserves the right to choose the best qualified Bid / Bidder for the additional landscape service(s).

WORK SPECIFICATIONS

Grass mowing

- A. All grass surfaces will be mowed on a weekly basis once the growing season starts. (Only exception for weekly mowing will be during a summer drought, and approved by CML Management.) Mowing will stop once the growing season ends, and all fall clean ups have been completed. There is no specific number of lawn mows per year to be identified in this ITB or pricing structure.
- B. Remove all trash and debris from lawn areas prior to mowing each week.
- C. All lawns will be mowed with commercial grade lawn equipment that is properly maintained, and has all manufacturer safety devices installed on said equipment.

- D. Grass height will be maintained at 3.5" during the season and cut ¼" shorter for the fall clean up.
- E. Any Library property (grassy areas, buildings, parking lots, etc.) that is damaged by the Contractor's equipment will be repaired at the cost of the Contractor.
- F. Contractors will provide the CML Custodial Supervisor a weekly mowing schedule to be followed unless interrupted by weather.
- G. Cuttings must not be visible on the lawn when cutting is completed. Sidewalks, alcoves, building foundations, low windows, curbs, etc. shall be free of grass clippings and debris upon completion of weekly mowing.
- H. Remove grass from joints, flower beds, and cracks in hard-surface areas and apply an approved herbicide to the joints and cracks to retard re-growth.
- I. Over seed all thin and worn areas that are 2,000 square inches or less. Replacement of grass in areas larger than 2,000 square inches shall be completed by a separate purchase order. The Contractor shall advise the Custodial Supervisor of all such areas needing attention.
- J. Contractor is responsible for all damage to irrigation system components, parking lot and in ground lighting fixtures.
- K. Bed, and sidewalk edging is to occur prior to the weekly mowing. A mechanical edging tool will be used on a bi-weekly frequency to keep a defined space between the solid surface and grass. (NOTE: Special care must be taken so as not to damage trees, the in-ground irrigation system, or any lawn furniture).
- L. It shall be the responsibility of the Contractor to advise the Custodial Supervisor of the need to water turf grass areas when weather conditions dictate. It shall be the responsibility of the Custodial Supervisor to coordinate application of water.

Bed Edging

- A. All beds will be edged in a uniform manner prior to applying any mulch to the property.
- B. Take special care not to extend the edge of the bed.
- C. Remove all bed edging discards from the property.
- D. Re-edging the sidewalks or other areas that abut a flat surface shall be done monthly. Such work shall be completed in a sharp-edged and straight line by means of an edging spade.

Bed Mulching

- A. Spring cleanup needs completed prior to laying any mulch.
- B. All flower beds, tree rings, shrub beds, or current mulched surfaces are required to be mulched once per year.
- C. A high quality, triple processed brown mulch is CML's standard and no other type will be allowed to be installed.
- D. Apply three (3) inches of new triple-processed dark brown hardwood mulch to all beds and tree rings. No earlier than May 1st.

- E. A weed preventer like (Preen,) will be installed to all flower beds, tree rings, or current mulched surfaces prior and during the mulching process. **Important:** Contractor is responsible for insuring a weed free landscape year round at no additional cost to CML.
- F. **Important:** if existing mulch is deemed excessive more than 4.5" thick remove weathered mulch and replenish with new to ensure a uniform cosmetic appearance throughout the grounds. Maintain a three-inch layer at all times. Mounding mulch in such a manner as to be detrimental to the tree is prohibited and any such occurrence will be corrected at Contractor's expense.
- G. Keep all planting beds and tree rings weed-free either manually or through the use of mechanical techniques. Remove all sucker growth from the base of trees as it occurs. The intent is to maintain a completely weed-free appearance at all times.
- H. Any annual and perennial planting scheme will be determined by the Custodial Supervisor. Planting stock and installation will be handled through a separate purchase order, to include all needed bed preparation.
- I. Installation of flowering plants is to be done at the direction and under the specific supervision of the Custodial Supervisor. At no time are flowering plants to be installed without the specific approval of the Custodial Supervisor. A separate PO will be issued for these cases.
- J. The planting scheme will be specific as to quantity, genus, species and variety. Substitutions are not to be made without prior, written approval from the Custodial Supervisor.

Spring and Fall Clean-Up

- A. Spring cleanup should be completed prior to applying any mulch to the property.
- B. During spring cleanup all leaves, sticks, and dead plant material should be removed.
- C. Decorative grasses should be trimmed to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
- D. Spring cleanup includes the pruning of all necessary plants and trees under 12 feet.
- E. Any plant material that blocks the CML signs should be removed.
- F. Fall cleanup will take multiple visits to ensure a professional appearance at all times during the fall season.
- G. Fall cleanup includes the pruning of all necessary plants and trees under 12 feet.
- H. Remove annuals after first hard frost and trim back perennials as directed by Custodial Supervisor.
- I. Remove fall leaves bi-weekly from premises to maintain an orderly appearance. (NOTE: this work shall be performed throughout October, November and December as necessary). At all times, leaves and debris should be removed from the lawn prior to mowing.
- J. Remove all plant debris from CML property.
Note: Some trees and shrubs may need pruned throughout the year to maintain a professional appearance. Any trees above 12 feet that needs pruned or removed, CML will issue a separate PO outside the normal landscaping contract.
Important: Main Library requires an early fall clean up and mowing, prior to the CML *“Celebration of Learning”* event normally held on the last Friday of October annually.

Fertilization and Weed Prevention

- A. CML will not specify type of herbicide to be used by the Contractor; however, material and application techniques must be approved by the Custodial Supervisor prior to application. To obtain such approval, the Contractor must meet with the Custodial Supervisor and provide written material specifications and a written description of application techniques. The Contractor shall not vary material or techniques except with the express permission of the Custodial Supervisor.
- B. Pre-emergent plus crabgrass fertilizer should be applied in the spring, on all grass surfaces that are mowed.
- C. Liquid broad leaf chemical treatment.
- D. Apply early summer fertilizer plus weed control in May.
- E. Apply late summer fertilizer plus insect control in early July.
- F. Apply early fall fertilizer and grub control in mid-September.

- G. Spot treat weeds not effectively controlled by post and pre-emergent applications (NOTE: This work is to be performed as needed and includes all bed / mulched surfaces as well as grass areas.)
- H. A lawn spike identification tag will be left in the front lawn of every Library location stating what type of fertilizer was laid down, the day and time applied, and the name of the company that applied the fertilizer.
- I. Once a year, in the spring, perform lawn aeration at a rate of 18 core per square foot. Contractor is responsible for identifying and flagging all sprinkler heads. Contractor will reimburse the Library for any damage to irrigation system components and in-ground lighting fixtures.

Tree and Shrub Pruning

- A. Tree pruning shall be done twice per year. Once in the spring and in the fall to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
- B. Prune all trees using equipment and techniques accepted as standard practice by the profession. (NOTE: tree pruning shall be done by the contractor to a height of 12 feet. Work above 12 feet shall be handled by separate purchase order with a tree specialist).
- C. Prune all shrubs using equipment and techniques accepted as standard practice by the profession. (NOTE: pruning shall be performed as necessary to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended, possibly more than twice a year.)
- D. Apply fertilizer to all trees at the appropriate time in the fall.
- E. Contractor is responsible for notifying the Custodial Supervisor of the need for insect and/or disease control (e.g., bagworms, termites, leaf spot, blight, etc.).

Other Items

- A. All seeding or sodding, except as provided by the above specifications, shall be handled by a separate purchase order.
- B. The Contractor shall advise the Custodial Supervisor of all such areas needing work of the type set forth in these exclusions.
- C. Annual and perennial planting stock provided shall be handled by a separate purchase order.
- D. Main Library requires extra maintenance of the flower beds, and the park area behind the Library. The grass is expected to be cut to show straight stripped lines. The small hills in the park must be mowed by hand and the Contractor must take special care to not scalp these hills.
- E. New Albany Library only requires the landscape maintenance of the trees and shrubs on a weekly basis.
- F. Northside Library has a small section (200 Sq. Ft.) of "live roof." Any Bidder that bids this region must be certified in maintaining this type of product. The Life Roof maintenance protocol is attached in Appendix A.

Audits

Landscaping audits will be completed on a monthly basis at random CML Facilities. These audit are completed to ensure a professional exterior appearance of all CML properties. Contractors

will be scored on the following items: Grass Mowing, Edging, Weeding, Flower bed appearance, Tree Trimming, Mulching, and Leaf clean up during spring and fall. If the audit receives a failing grade, the Contractor will be asked to remedy the failed issue within five (5) business days at no charge to the Library. The audit sheet that CML Staff will use is in Appendix B.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to Bid (ITB), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the ITB; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the “Contract”). The terms solicitation and Invitation to Bid (ITB) have similar meaning and are used interchangeably, where appropriate.

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Bid submitted to CML in response to an ITB (referred to as the “Supplier” or the “Contractor” in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to “Vendor” in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

Contract Changes: Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: CML will order products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML’s written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML’s approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: accountspayable@columbuslibrary.org . The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Supplier noting the areas of discrepancy.

Payment: In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices 30 days after it has received an invoice for products, supplies and services it has received and accepted.

Taxes: Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless cancelled in accordance with the Terms found herein.

Contract Renewal: This Contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

Delivery

F.O. B. The Place of Destination: Where applicable, the Supplier must provide the products, supplies or services under this Contract F.O.B., the place of delivery/destination, unless

otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid and included, unless otherwise stated.

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

Contract Cancellation: If a Supplier fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

Contract Termination: CML may terminate this Contract for convenience after issuing 30 days written notice to the Supplier.

Remedies for Default:

- A. **Actual Damages.** The Supplier is liable to CML for all actual and direct damages caused by the Supplier's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Supplier, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Supplier's default, from the Supplier.
- B. **Deduction of Damages for Contract Price.** CML may deduct all or any part of the damages resulting from Supplier's default from any part of the price still due on the Contract, after CML has provided prior written notice to Supplier of such default and intent to deduct damages from the Contract Price.

Force Majeure: If CML or Supplier is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that

its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

CML Consent to Assign or Delegate. The Supplier may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

Indemnification: Supplier will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Supplier's performance under this Contract, including the performance by Supplier's employees and agents and any individual or entity for which the Supplier is responsible.

Confidentiality: Supplier may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Supplier may not disclose any information obtained by it as a result of the Contract without written permission from CML. Supplier must assume that all CML information, documents, data, records or other material are confidential.

Publicity: Supplier and any of its subcontractors may not use or refer to this Contract to promote or solicit Supplier's or subcontractor's supplies or services. Supplier and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Workers Compensation: The Supplier shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the

Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

Commercial General Liability: The Supplier shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Supplier uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Supplier's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

Contract Compliance: The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Supplier's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Supplier for immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

ADDITIONAL TERMS:

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: purchasing@columbuslibrary.org.



LiveRoof Maintenance Protocol

The LiveRoof Maintenance Protocol is simple and takes you through the year season by season. It is based upon sound horticulture and lean processes, and is designed to protect owner investment with minimal investment of time.

Documentation

Always record each maintenance event. By keeping records (in spreadsheet format), you will learn the particular nuances of caring for your LiveRoof®.

Name of Person	Date	Activity	Observations
		If soil test, which lab, what test, and what were the results?	
		If fertilizer, record type and amount applied per 1000 sf	
		Time needed for bi-weekly weed walk and drain inspection.	
		If irrigation, duration and weather conditions?	

PLEASE NOTE: The following recommendations are for LiveRoof® systems planted with low-growing, drought tolerant succulents. Deep & Maxx systems planted with traditional landscape perennials & ornamental grasses typically have different maintenance requirements and increased irrigation needs. Consult your LiveRoof® Grower for maintenance recommendations for these types of plants.



Spring Maintenance

Spring Maintenance begins with an ANNUAL SOIL TEST **2-3 weeks before the spring “growth flush”**.

The spring “growth flush” varies with locale. It is the time when plants “wake up” and grow very fast. This typically coincides with “spring flowers” such as Forsythia, Daffodils, and Wisteria. In Tennessee, for example, it occurs around mid March, while in Minnesota it begins around mid April.

EARLY TO MID MARCH (adjust earlier or later for local climate)

PERFORM ANNUAL SOIL TEST – To Check Fertility and pH.

LiveRoof soils are formulated for sustainable nutrient content, but heavy rainstorms and snowmelt can leach nutrients and deplete fertility. Soil testing is best conducted during late winter which leaves time to apply fertilizer, if needed, before the spring growth flush, the time when plants most require adequate nutrition.

To test soil, gather a two cup sample by digging soil out in small quantities (using a large spoon) from at least 15-20 separate places throughout the roof. Place these small samples (“sub-samples”) in a labeled, sealed, plastic bag, or test kit from your desired testing lab. LiveRoof, LLC recommends the following laboratories and test procedures.

A&L Great Lakes Labs, Fort Wayne, IN

Tests: S2R, S3 & SNO3 with recommendations, appx \$35.00

A&L Analytical Labs, Memphis, TN

Tests: S3M, Soluble Salts, Nitrate-Nitrogen with recommendations, appx \$25.00

A&L Eastern Labs, Richmond, VA

Tests: S23, Nitrate-Nitrogen with recommendations, appx \$30.00

A&L Western Labs, Modesto, CA & Portland, OR

Tests: S3C with recommendations, appx \$35.00

A&L Canada, London, ON

Complete S1B + S7 with recommendations, appx. \$35.00 CDN + HST (13%)

Pennsylvania State University, University Park, PA

Saturated paste, pH, salts, nutrients plus percent solids & organic matter, appx. \$54

Soil test submission forms are available on LiveRoof.com Follow tab: System Specifications to tab: Installation and Maintenance Guides.

MARCH

Begin Bi-Weekly “Weed Walk” and Continue until late Fall

Weeds are opportunists, and some weeds actually grow during winter. Therefore, you will probably have a few weeds waiting for you in spring. Once your roof is thawed out it is time to walk your roof and pull any and all weeds, no matter how small—every two weeks. Doing this is efficient, and the reason for the two week interval is that by pulling weeds when they are tiny, you keep them from maturing and creating seed, which in turn just creates more weeds.

If you weed every two weeks, you Weed Smart, not hard, and actually minimize the time needed for weeding. In fact, you can maintain an acre sized LiveRoof in just 20 minutes every two weeks, using this method. That's a total of only 8 hours per year in areas of temperate climate!

On the other hand, if you neglect your bi-weekly weed walk, weeds can become plentiful and time consuming to remove.

EARLY APRIL

Apply Fertilizer (if needed)

Upon receipt of your soil test results from the lab, interpret the information and determine the need, if any, for fertilization. Pay attention to the various nutrient levels; such as Nitrogen (N or NO₃-N), Potassium (K), Phosphorus (P). For each of these, the soil report will indicate if there is a Low (L), Moderate (M), or High (H) amount of that nutrient in the soil. The most important of these, in terms of plant vigor, is Nitrogen. If your soil contains less than a Moderate (M) amount of nitrogen, the plants may thin out and create areas of exposed soil. Therefore, if the Nitrogen level is Low, it may be advisable to apply supplemental fertilizer..

- When applying fertilizer to green roofs, it is important to be sensitive of runoff potential. Ask yourself, where is the runoff water going, and what might it affect (e.g., fish, frogs, etc.)? In all cases, it is imperative to use a “Slow Release” fertilizer rather than a conventional fertilizer to minimize nutrient runoff. Slow release fertilizers are coated with a waxy or resinous covering that allows the fertilizer to release into the soil over time, rather than all at once. Such fertilizers are more readily absorbed by the plants, and therefore are less likely to contaminate runoff water.
- Always choose a high quality slow release granular fertilizer—available at your local garden center. Good brands are Osmocote® and Nutricote®, but there are others. High quality fertilizers are designated “Coated Slow Release Fertilizer”, and the label will typically indicate something to the effect of “provides 4 to 6 months of continuous feeding”. Some high quality “turf-grade” fertilizers may work well on the green roof, but they too must indicate “slow release”, and must contain NO Herbicides or other Pesticides.
- Fertilization is best conducted during the spring, with a single annual application.. Spring is the correct time because the plants are actively growing and not under drought stress.
- All fertilizers will be labeled with three numbers, which indicate the % by weight of Nitrogen (N), Phosphorus (P), and Potassium (K), in the fertilizer. Common formulations are 18-6-12 or 14-14-14, but there are many others. In some communities, Phosphorus-containing fertilizers are prohibited due to the potential for creating algae growth in waterways. If in doubt, check with your local co-operative extension agency (csrees.usda.gov/Extension/).
- A Rotary Spreader (push type or belly-crank type) can be used to ensure that fertilizer is applied evenly.

In all cases, fertilizer should be applied in accord with manufacturer’s recommendations, and evaluated by the applicator for runoff potential in accord with site specifics. The greater the runoff potential, the lower should be the application rate. Applicator assumes all risks associated with fertilizer application.

pH: Another important part of your soil analysis is the pH. pH is an indication of the acidity or alkalinity of the soil. Plants have a preferred pH range for optimal utilization of nutrients, and in the case of most green roof plants, this range is 6.0 to 8.0. Below 6.0 is too acid, and above 8.0 is too alkaline. If your soil pH is below 6.0, consult your soil testing lab for recommendations to increase alkalinity. Typically, this means adding lime. And, if the soil is above 8.0, it can be made more acid with elemental sulphur or an application of acidifying fertilizer. Since LiveRoof soils are formulated to buffer against pH changes, the need to adjust pH is relatively uncommon.

Mowing (if desired)

Mowing is sometimes conducted in order to tidy up the roof after winter. Persistent dried seed heads can detract from the aesthetic qualities of the green roof. And, in some cases they are so thick as to shade the foliage. If this occurs, you may choose to mow the green roof and the time to do this is early April (adjust accordingly to precede spring growth flush).

If you choose to mow your green roof, set the mower blade just above the foliage. The idea is to mow the dried seed heads, but avoid cutting the foliage. Do not bag the clippings, instead blow them into the vegetated portion of the roof so that they can decompose and nourish the soil.

When mowing, BE SAFE. Use protective equipment, including harnesses if needed, and make sure that the roof is free of frost or other slipping hazards.

Deep and Maxx Systems: The Deep and Maxx systems are often populated with perennials and grasses. In addition to the maintenance outlined above, any non evergreen perennials should be trimmed down at this time of year to tidy them up. Vegetable plants should be removed and the soil raked smooth and any weeds removed before replanting.

APRIL TO JUNE

Continue Your Bi-Weekly “Weed Walk”

This will only take a few minutes. In fact, it’s like a walk through a meadow, and it’s easy. Simply pull any and all weeds, before they have a chance to flower and set seed. You might only fill up your hand with tiny weeds, but this is what prevents the development of a “seed bank” within your green roof. And, it is what keeps your total maintenance time to a minimum.

Note: It is especially important that no woody plant ever be allowed to establish in a green roof system. Woody plants have extensive root systems that can damage roofing membranes.

Other things to check for when taking your Weed Walk:

DISPLACED SOIL: Nesting birds can displace soil. Any displaced soil should immediately be replaced.

DRAIN INSPECTION: Roof drains should be inspected every two weeks and any debris, pebbles, or leaves should be removed to keep drains flowing freely.

DEBRIS REMOVAL: With each visit, debris that has blown in should immediately be removed as it may lodge on top of the plants and impair their growth.

PEST CONTROL: Occasionally pest insects such as aphids may show up and bother the plant material, and while not commonplace, fungal problems like mildew occasionally affect green roof plants. LiveRoof® LLC suggests that most pest problems are the result of an imbalance in the relationship of the pest organism and its natural biological controls (beneficial insects like ladybugs and lacewings). Typically pests and fungal infirmities (like blight or mildew) are triggered by unusual weather events that cause the pest to multiply faster than it’s biological control. In time, the biological control usually catches up and most pest and disease issues tend to be temporary in nature.

On the other hand, if you detect persistent pest problems, LiveRoof suggests the use of organic and natural biological control agents instead of conventional pesticides. Conventional pesticides may runoff into sensitive areas and might also damage roofing membranes. Consult a professional prior to applying any biocontrol or pest or disease fighting agent.

Deep and Maxx Systems: Unless populated with Sedums and other succulent plants, the Deep and Maxx systems will likely require regular watering to keep the plants from wilting and dying. This will vary with exposure and plant material, and should be provided by a competent gardener or horticulturist as needed to maintain plant health.

Summertime Maintenance

JUNE TO SEPTEMBER

Continue Your Bi-Weekly “Weed Walk”

Even during summer, your biweekly weed walk will only take a few minutes. It’s easy. Just pull any and all weeds before they flower and set seed. This is the secret to optimizing your green roof and keeping your maintenance costs and time to a minimum.

Irrigation

In northern North America, irrigation may not be needed to keep your LiveRoof® alive during most summers provided it is the Standard 4 ¼” deep system populated with Sedums, but prolonged hot dry weather can result in plant thinning or death.

In warmer climates, regular irrigation will probably be required. Regardless of climate, LiveRoof® recommends irrigation (in a manner practical and efficient for the scale of the installation) as a “temporary” management tool during PROLONGED HOT DRY WEATHER.

PROLONGED HOT DRY WEATHER is generally defined as periods of 75 degree weather, with less than 1 inch of rainfall per month. This “ballpark” time period will likely be less if the temperatures are hotter, or on sloping roofs and roofs exposed to persistent winds or reflected sunlight. Such conditions can dry out the soil and cause the plants to go dormant, or in extreme cases, to dry up and die.

During prolonged hot dry weather or when plants become drought stressed, irrigation should be applied, temporarily, to re-wet the soil to the point of saturation. This will keep plants from going dormant, keep them plump and healthy so they can cover the soil effectively, and optimize their appearance. It also enhances the evaporative cooling effect of the green roof.

There are no absolutes when it comes to drought stress and irrigation. Check the plants for wilting, especially in the afternoon. If the plants are wilting, it is time to irrigate.

For the LiveRoof® Lite system, expect to irrigate more frequently, perhaps every 2 or 3 weeks during hot, dry weather.

Likewise, the Deep (6”) and Maxx 8” and 12” systems often require very frequent irrigation if populated with native or conventional (non-succulent) perennials.

Thoroughly irrigating, as indicated above, will pay off significantly. Not only will the plants be healthier and fuller, bringing reduced maintenance costs, but the actual cost of irrigation is minimal compared to the energy savings derived from enhancing the evaporative cooling of the green roof.

In areas of shade, less irrigation will be required.

Deep and Maxx Systems: Unless populated with Sedums and other succulent plants, the Deep and Maxx systems will likely require regular watering to keep the plants from wilting and dying. This will vary with exposure and plant material, and should be provided by a competent gardener or horticulturist as needed to maintain plant health.



Fall Maintenance

OCTOBER TO NOVEMBER

Continue Your Bi-Weekly “Weed Walk”

Many weeds germinate and grow during fall and you should continue your bi-weekly weed walk until it gets very cold, perhaps a few weeks before snowfall in northern climates (but stay off the roof if there is frost or ice). Some weeds are capable of reproducing during winter, even under the snow, so you will want to have the roof “weed-free” going into winter.

In addition

- Never fertilize during fall. It may stimulate tender growth and compromise the cold hardiness of the plant material.
- Rake up any fallen and matted tree leaves. These can smother the green roof plants.
- Be sure the drains are free-flowing and not impaired by fallen leaves. Impaired drainage can damage the roof and damage or kill the plants.

Deep and Maxx Systems: The Deep and Maxx systems will likely contain vegetable, perennial, and grass species. During fall, these plants may be trimmed and tidied up for winter, or in the case of vegetable plants, they may be removed altogether. One consideration may be wind erosion, and this may favor leaving the vegetable plants intact, then removing and replanting them during spring.

Winter Maintenance

DECEMBER TO FEBRUARY

In Northern Temperate Regions: Across the northern temperate region of North America, the plants will be dormant and the soil will usually be frozen during the winter season. This is the time to stay off the roof as it may be slippery and dangerous. There is nothing to be done during the winter except perhaps snow removal from rooftop walkways--if roof ingress and egress is required.

- Should you have to shovel pathways on your roof during winter, avoid using salt and other deicing chemicals. They will kill the plants and damage the pavers. Instead, use sand or cat litter as an anti-slip agent.
- Consider the use of heat strips with pavers, provided they can be applied without damage to roofing membranes.
- Also, avoid piling all the snow in one place. Instead disperse it evenly over the green roof plantings. Excess snow can potentially damage the plant material by insulating the plants and keeping them too warm, thereby triggering fungal diseases.

In Warm Climate Regions: In areas of warm climate, the plants will likely be dormant or semi-dormant during the winter, but the weeds will not be. Therefore, you must follow the same “Weed Walk” protocol as described under the heading Spring Maintenance

- **Precaution:** Even in areas of warm climate, it is possible to have ice and frost. Avoid being on the roof when there is ice or frost.





LiveRoof, LLC
A Subsidiary of Hortech, Inc.

P.O. Box 533
Spring Lake, MI 49456

(800) 875-1392
fax (616) 842-3273

www.LiveRoof.com
www.LiveRoof.net

Appendix B GROUNDS MAINTENANCE AUDIT REPORT

Landscaping	X/O	COMMENTS
Grass mowing		
Edging		
Weeding		
Flower beds		
Tree trimming		
Mulching		
Leaves (During Spring & Fall Clean-Up)		
TOTAL POSSIBLE SCORE:		ACTUAL SCORE: %

(Each item is scored out of 10 points, total amount subject items auditing per the time of year.)

A. Total *possible* applicable points: _____

B. Total *actual* points: _____

C. **Score:** (B/A) = %: _____

95% – 100% = Outstanding – the Board could meet here tonight.

92.5% – 94.9% = Good Performance – this is where we want the building grounds to rate day-in and day-out.
 The result of consistent effort on the part of the landscaping staff.

90.0% – 92.4% = Average – there are probably one or two areas that are causing a poor score.

89.9% or below = Failing – falls below accepted CML standards.

Passing score is 90.0%