

Mailing Address: P.O. Box 158 • Grand River, Ohio 44045-0158 Street Address: 555 Lake Shore Boulevard • Painesville, Ohio 44077

Phone: (440) 350-1000 • Fax: (440) 354-4202

REQUEST FOR PROPOSALS

for

LAWN AND LANDSCAPE MAINTENANCE AT LAKETRAN PROPERTIES

PROPOSALS DUE BY: February 26, 2021 at 12:00 p.m.

Pre-Proposal Conference: February 18, 2021 at 11:00 a.m..
In person at Laketran Headquarters (mask required) or teleconference via Zoom Meeting https://us02web.zoom.us/j/82074424192

Meeting ID: 820 7442 4192

1-646-558-8656

Date Issued: January 26, 2021

Contact: Andrea Aaby, Director of Compliance and Development

aaaby@laketran.com

440-350-1022

1.0 GENERAL

LAKETRAN is the regional transit authority for Lake County, Ohio. Lake County is located 35 miles east of Cleveland. The western portion of Lake County is located within the Cleveland Urbanized area and is densely developed. The eastern half is rural in nature.

1.1 Purpose

LAKETRAN seeks proposals from qualified firms to provide lawn mowing and landscaping services at Laketran properties around Lake County.

The requirements for the submittal and content of proposals, the timetable for this procurement, performance requirements, and contract terms are detailed in this Request For Proposal.

The terms "proposal", "Invitation for Bid", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "LAKETRAN", "buyer", "purchaser" and "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

1.2 Due Date and Location

Proposals are due in LAKETRAN's offices by: February 26, 2021 at 12:00 p.m.

Proposals received after that date and time will not be accepted.

- LAKETRAN's offices are located at 555 Lake Shore Boulevard, Painesville Township, Ohio 44077.
 - o This address should be used for overnight delivery, UPS, etc.
- The mailing address for LAKETRAN is Box 158, Grand River, Ohio 44045-0158.
 - O This address should only be used for U.S. Mail. Proposers are cautioned that delivery of regular and overnight Mail to the P.O. Box may be delayed and that the P.O. Box should not be relied upon for on-time delivery of your proposal unless additional day's delivery time is allowed.

Proposals shall be in a sealed envelope. The exterior shall be explicitly labeled as follows:

Title of RFP Lawn and Landscaping Due 2/26/2021

- Proposer bears total responsibility for ensuring their proposal is complete and arrives on time.
- Proposals submitted by electronic submission will not be considered.
- Proposer must comply with each and every requirement of this RFP to be considered responsive.

1.3 Schedule

The following schedule will be followed for this procurement:

January 26, 2021	Issuance of RFP	
February 18, 2021 at 11:00 a.m.	Pre-Proposal Conference at LAKETRAN HQ (mask required) Or via Zoom teleconference: https://us02web.zoom.us/j/82074424192 Meeting ID: 820 7442 4192 1-646-558-8656	
February 26, 2021 at 12:00 p.m.	Proposals Due	

1.4 Length of Time Proposals Shall be Good

Proposals shall be good for ninety (90) days.

The length of time proposals shall be good - plus the schedule for the project - will be automatically extended by the amount of time required for LAKETRAN and the Federal Transit Administration to process any Single Proposal (Section 1.23 below).

1.5 Number of Copies and Delivery

One (1) original plus two (2) copies of proposal(s) must be submitted. Please include one (1) electronic copy of the proposal(s) either on USB or emailed to aaaby@laketran.com (this is for administrative purposes only).

1.6 Proposal Bond, or Certified or Cashier's Check

Not Required.

1.7 Performance Bond

Not Required.

1.8 Insurance

The successful proposer shall maintain throughout this assignment the following insurance coverages:

- a) Workers Compensation statutory coverage.
- b) Insurance shall have commercial general liability limits of \$1 million per occurrence for bodily injury, personal injury and property damage. Minimum general aggregate shall be \$1 million.
- c) Automobile liability limit shall be at least \$1 million per accident for bodily

- injury and property damage where applicable.
- d) Ohio stop gap employer's liability with a \$1 million limit.
- e) LAKETRAN, its officials, agents, employees and volunteers shall be named as an additional insured. This coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured whether available coverage is primary, contributing or excess.
- f) All subcontractors to the prime contractor shall be included under the prime contractor's polices or shall finish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all requirements of this section.
- g) All coverages shall be written on an occurrence basis.
- h) All must give LAKETRAN at least 30 days written notice of cancellation, non-renewal and/or material changes.

All policies shall be provided by an insurer with an A.M. Best rating of A- or better.

1.9 Minimum Specifications

The specifications contained in this IFB/RFP are the minimum specifications needed to meet LAKETRAN's needs.

1.10 Request for Clarification/Approved Equal (RFAE)

Not Required.

1.11 Disadvantaged Business Enterprise (DBE)

This contractor shall not discriminate on the basis of race, color national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of this DOT-assisted contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as LAKETRAN deems appropriate. Each subcontract the Contractor signs with a subcontractor must include the assurance in this paragraph (see 49 C.F.R. 26.13(b)).

It is the policy of the Department of Transportation (DOT) that DBE's, as defined in 49 CFR, Parts 23 and 26, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Although the DBE goal for this procurement is 0%, LAKETRAN welcomes DBE participation.

1.11 Buy America Certification

Not Required.

1.12 Presentations

LAKETRAN may ask Proposer to explain elements of their proposal.

1.13 Inquiries

All questions pertaining to this RFP should be directed to Andrea Aaby, Procurement and Grants Specialist, at (440) 350-1022 or sent to aaaby@laketran.com.

1.14 Clarifications, Approved Equals, Supplements

Clarifications, Approved Equals and other supplements to this RFP may be issued to modify, change or clarify one or more points. All parties who request the RFP will be forwarded copies of supplements. Proposers are reminded to read and adhere to such supplements as compliance with them is integral to having your proposal reviewed.

1.15 Form of Proposal

All forms must be completely filled in, signed and otherwise executed as indicated. Failure to do so can result in your proposal being declared "unresponsive".

Unless otherwise specified in this RFP, only the forms prescribed in Section 4 shall be included with your proposal. Additional material is not required and will not be reviewed.

1.16 Explanations (Written and/or Oral)

Should a proposer find a discrepancy in or omissions from these specifications, or should he/she be in doubt as to their meaning, he/she shall at once make inquiry of LAKETRAN.

1.17 Alternate Proposals

Alternate proposals may be submitted by the Proposer - at his/her discretion and risk - to achieve the essential purpose and intent of these specifications at a lower cost, without increasing LAKETRAN's risk or exposure. Such alternate proposals must be clearly identified and prominently labeled as such. LAKETRAN is not obligated to accept or review any alternate proposal.

1.18 Withdrawal of Proposal

No proposal will be allowed to be withdrawn after it has been opened by LAKETRAN.

1.19 Consideration of Proposal

ORC 9.28 stipulates that for RFPs no information will be released about any proposer or proposal until a contract award is made.

1.20 Rejection or Acceptance of Proposal

LAKETRAN reserves the right to accept or reject any or all proposals, and any parts of any proposal. In awarding a contract, LAKETRAN reserves the right to consider all elements entering into the question of determining the responsibility of the Proposer. Any proposal which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities of any kind, may be cause for rejection of the proposal. In case of any discrepancy between the price written in the proposal and that given in figures for any item, the price in writing will be considered as the proposal price.

1.20 Unacceptable Proposals

No proposal will be accepted from or contract awarded to any person, firm, or corporation that is in arrears or is in default to LAKETRAN upon any debt or contract, or that is a defaulter as surety or otherwise upon any obligation to said LAKETRAN or has failed to perform faithfully any previous contract with LAKETRAN.

1.21 Tie-Breaking (IFB only)

In the event of a tie, LAKETRAN shall make an award based upon federal and state law and regulations.

1.22 Right to Perform Pre-Award Survey (IFB only)

LAKETRAN retains the right to review the apparent low contractor's production schedule and past delivery performance to determine responsibility.

1.23 Right to Verify Proposal - Single Proposal (IFB only, Contracts > \$100,000)

LAKETRAN shall verify proposals. In the event of a single proposal response, this solicitation will be automatically converted to a negotiated purchase which shall require the Contractor/Proposer to negotiate a fair and equitable price. LAKETRAN retains the right to request certifiable cost analysis data which the Proposer must provide. LAKETRAN reserves the right to negotiate an adjustment in Proposer's price if warranted by said analysis. FTA review of a single proposal may be required and will automatically extend the time proposals shall be good.

1.24 Vehicle Trade-ins

LAKETRAN reserves the right to negotiate a trade-in or sell used vehicles being replaced by this tender and apply the proceeds to the acquisition of replacement vehicles. FTA requires that the grantee choose the method of disposition that affords the greater return on the used asset being replaced. (49 CFR 18.31 et seq., Uniform Administration Requirements for Grants and Cooperative Agreements to State and Local Governments).

1.25 Award of Contract

RFP:

Award will be made to the responsive, and responsible offeror whose proposal will be most advantageous to LAKETRAN, according to the criteria listed in the RFP. A responsive proposal is one which complies with the terms, conditions and specifications of this RFP. A responsible proposal is one submitted by a company or joint venture possessing the capability and capacities to perform as required by this RFP.

LAKETRAN reserves the right to award one, more than one or no contracts as LAKETRAN deems to be in its best interests. If an RFP, LAKETRAN further reserves the right to make an award on the basis of an original proposal(s) without any negotiating with any offeror.

1.26 Contractual Terms and Conditions

The terms and conditions of any contract that results between LAKETRAN and the successful Proposer are discussed in Section 2. This will be a one year firm fixed price contract term with options of two (2) additional years at the sole discretion of LAKETRAN.

1.27 Cost of Preparation

All costs incurred by any Proposer prior to notice-to-proceed will not be reimbursed by LAKETRAN.

1.28 Additional Information, Rejection

LAKETRAN reserves the right to request additional information from any Proposer, or none. It also reserves the right to reject any and all proposals without prior notice; to waive informalities and technicalities; to extend deadlines without notice; to negotiate directly with only those respondents deemed to be qualified according to the criteria on this RFP; and to enter into one, more than one, or no contracts as it shall deem to be in its best interests.

1.29 Terminology

The terms "proposal", "Invitation for Proposal", "IFB", "proposal", "Request for Proposals", "RFP", "bidder", "proposer", "contractor" and the like are used interchangeably throughout this IFB/RFP. Similarly, the terms "LAKETRAN", "buyer", "purchaser" and "Authority" are used interchangeably. All terms, including "his" and "his/her", are used in a gender-neutral manner.

1.30 Late Proposals

Proposals received by LAKETRAN after the exact time set for receipt in Section 1.2 above are considered "late". Late proposals will be considered only if received before contract award, and the following objective, bona fide proof is submitted showing reason or cause for delay as follows:

1. It was sent by registered or certified mail not later than 5 calendar days before the proposal receipt date specified;

- 2. It was sent by mail and it is determined by LAKETRAN that the late receipt was due solely to mishandling by LAKETRAN after receipt; or
- 3. It was sent by an overnight express service not later than 5:00 PM at the place of mailing 1 working day prior to the date specified for receipt of proposals and is marked for delivery by next business morning. The term "working days" excludes weekends and holidays.

The only acceptable evidence to establish the date of mailing by registered or certified mail is a U.S. or Canadian postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both must show a legible date or it shall be deemed to have been mailed late.

The only acceptable evidence to establish the time of receipt at the Buyer's facility is the time/date stamp of such facility on the proposal wrapper or other documentary evidence of receipt maintained by the facility.

The only acceptable evidence to establish the date of mailing by an overnight express service is the date entered by the receiving clerk on the label.

1.31 Protests

It is the policy of LAKETRAN to prepare specifications for requests for proposals that are not discriminatory in nature. All solicitations are to be open and free to all competing vendors whereby all have a reasonable chance to be successful and be awarded a contract.

If a vendor feels that a particular solicitation is unfair for whatever reasons, the following procedure must be followed to register a proper protest and said procedure shall be a part of all solicitations:

STEP 1 - Protest must be made in writing and addressed to the General Manager no later than (1) three days before the scheduled proposal due date, (2) three days after the proposal opening, or (3) three days after contract award, as applicable. Such protest must cite what the solicitation was for, and for what reason the protest is lodged.

STEP 2 - The General Manager shall make all reasonable attempts to resolve the protest prior to the proposal opening or award of a contract, as applicable, and reserves the right to reschedule same if -at his discretion - deemed necessary. The General Manager must make his decision no later than ten (10) working days from date the protest is lodged.

STEP - If the protest is not satisfactorily resolved at Step 2, the person or firm making the protest may request a hearing with his legal counsel and LAKETRAN, with LAKETRAN's legal counsel serving as arbitrator on the matter. Request for such a hearing must be made within 15 working days of the original date the protest was filed.

The decision at Step 3 shall be final and binding on all parties.

If the vendor believes that LAKETRAN did not follow the above process, he/she may appeal to the Federal Transit Administration (FTA) as follows:

Office of Program Management Federal Transit Administration Suite 320 200 West Adams Street Chicago, IL 60606 (312) 353-2789

The Federal Transit Administration will hear appeals only where a local protest procedure does not exist or where the local procedure was not followed.

1.32 Addenda to RFP

LAKETRAN/APT reserves the right to amend the RFP at any time. Any amendments to the RFP shall be described in written addenda. Notification of the addenda also will be distributed to all prospective Proposers officially known to have received the RFP. Failure of any prospective Proposer to receive the notification or addenda shall not relieve the Proposer from any obligation under the RFP therein. All addenda issued shall become part of the RFP. Prospective Proposers shall acknowledge the receipt of each individual addendum in their Proposals on the form Acknowledgement of Addenda. Failure to acknowledge in the Proposal receipt of addenda may at the Agency's sole option disqualify the Proposal.

2.0 TERMS AND CONDITIONS IN CONTRACT FORM

To reduce paper consumption, the standard terms and conditions which shall apply to this procurement are not contained here. They can be found in a separate document entitled "LAKETRAN Standard Contractual Terms and Conditions", which is available upon request. And is posted on our website at www.laketran.com . LAKETRAN's Standard Terms and Conditions are hereby incorporated by reference into and made a part of this IFB/RFP just as if they were reproduced in their entirety here. Further, LAKETRAN's Standard Terms and Conditions are extremely important, and are applicable to and binding upon each bidder/proposer and will become contractual to and binding upon each successful bidder/proposer to whom a contract is awarded. It is the bidder's/proposer's responsibility and obligation to have read and understood LAKETRAN's Standard Terms and Conditions. A summary of these terms and conditions follows:

2.1	Independent Contractor	2.43	Project Sign (Construction Projects Only)
2.2	Contractor's Obligation	2.44	Interest of Members or Delegates to Congress
2.3	Buyer's Obligation	2.45	Conflict of Interest
2.4	Scope of Work	2.46	False or Fraudulent Statements and Claims
2.5	Contract Period	2.47	No Federal Government Obligations to Third
2.6	Cost	2.47	Parties
2.7	Performance Bond/Insurance	2.48	Privacy
2.8	Notice to Proceed	2.49	Procurement
2.9	Contract Modification	2.50	Special Requirements for Transit Service
2.10	Subcontract Approval	2.50	Contracts
2.11	Substitution of Subcontractor/	2.51	Contracts Contract Work Hours and Safety Standards Act
2.11	Independent Contractor	2.51	as Amended (Construction Projects Only)
2.12	Disadvantaged Business Enterprise	2.52	Copeland "Anti-Kickback" Act as Amended
2.13	Equal Employment Opportunity	2.32	(Construction Projects Only)
2.14	Noncompliance (EEO/DBE)	2.53	Seismic Safety (Construction Projects Only)
2.14	Delivery	2.54	Hatch Act/Work Day and Work Week Standards
2.16	Payment	2.34	(for Construction Contracts)
2.17	Liquidated Damages	2.55	Cargo Preference
2.17	Taxes	2.56	Drug and Alcohol Testing
2.19	Inspection	2.57	Clean Air
2.19	Explanations (Written and/or Oral)	2.58	Clean Water
2.20	Audit and Inspection of Records	2.59	Energy Conservation
2.21	Right to Adjust Cost	2.59	Recycled Products
2.22	Failure to Meet Specifications	2.60	Certifications
2.23	Quantity and Quality	2.62	Compliance with Laws and Regulations
2.24	Warranties	2.63	Severability of Contract
2.23	Indemnification		
2.26	Hold Harmless	2.64	Applicable Law and Jurisdiction
2.27		2.65	Integrated Agreement
	Disputes	2.66	Contractor's Representation
2.29	Rights Upon Breach	2.67	LAKETRAN's Understanding
2.30	Notification of Proceedings	2.68	OEM Part Numbers
2.31	Termination/Breach of Contract	2.69	Options, Assignment by LAKETRAN
2.32	Assignment	2.70	Non-Smoking Policy
2.33	Covenant Against Contingent Fees	2.71	Funding Agencies
2.34	Patent Rights	2.72	Jurisdiction
2.35	Release of Information		
2.36	Ownership of Documents		
2.37	Retention of Records		
2.38	Workmens' Compensation Act		
2.39	Social Securities Act/Unemployment		
2.40	Compensation, Etc.		
2.40	Federal Assistance		
2.41	Work Hours Act		
2.42	Davis Bacon Act (Prevailing Wage Rates for		

Construction Contracts)

3.0 SCOPE OF WORK

It is imperative that contractors read this document thoroughly. Laketran desires to hire a contractor(s) that will take real ownership of this project. The outward appearance of Laketran's properties must reflect our reputation for reliability and quality.

All work shall be performed in a good and workmanlike manner by skilled experienced workers. Employees shall be in uniform, with clearly designated vehicle bearing the company name Laketran seeks high quality workmanship and landscaping that is neat and easily maintained.

The successful contractor(s) shall supply all personnel and supplies needed to maintain the lawn and landscape of Laketran's properties (described in detail below).

The lawn and landscape season is defined as April – December of each year. Weather conditions may shorten or extended the season.

Each site will have four components (unless otherwise noted):

- 1. Spring Clean-up
- 2. Mulch Application
- 3. Maintenance Program
- 4. Fall Clean-up

3.1 Frank J. Polivka Transit Center – 7061 Clocktower Dr.

Construction of this site is complete except for landscaping. Lawn, landscaping and mulch installations will be completed by the construction general contractor. This is expected to be completed in the spring of 2021. Grass will not have to be mowed until it is fully germinated. Pricing should reflect less work required for 2021. The 2021 lawn and landscaping season will be abbreviated to include mowing (once grass grows in) and fall clean-up only. Years 2022, 2023 will include all components as described below.

<u>Note:</u> This site is Laketran property on the Lakeland Community College Campus (LCC). Landscaping or spring/fall cleanup debris must not be left/relocated to LCC property. Landscaping equipment must not be stored on the property.

Appendix 1 details the landscaping layout for the Frank J. Polivka Transit Center.

Spring Clean Up

- All tree rings, grass areas, and parking lots shall be cleared of winter debris.
- Deep edge and remove all weeds from all tree rings.
- Remove all debris from property.
- Inform Laketran of any trees or plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran.

Mulch

- Construction contractor is responsible for completing landscaping installation in 2021.
- Mulch should be installed no later than June 1st in 2022 and after.
- Subsequent years will involve mulch maintenance and top off.

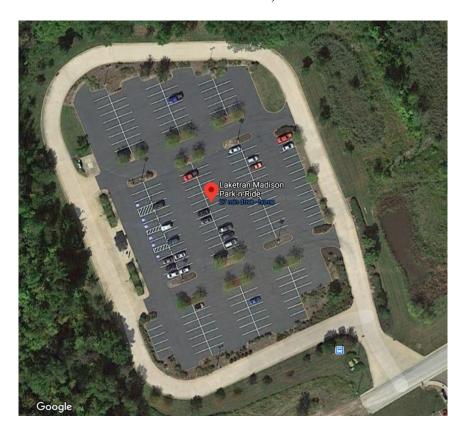
Maintenance Program

- Mowing to maintain a groomed height of up to three (3) inches.
- Edging along tree rings, flower beds, sidewalks and driveways.
- Weed control of tree rings, flower beds, the area around the ponds and the lawn.
 - Weeds must be removed 4 times a year. By the <u>second</u> week of April, June, August and October.
 - Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Sweeping or blowing clippings from concrete or blacktop surfaces.
- Remove all debris from property.
- Two pruning visits, one in April and the other in September, for all bushes, plants and trees.
 - Maintain safety: Remove low-growing branches if they impede passing vehicles (or pedestrian) traffic or obscure oncoming traffic from view. You may also need to take out split or broken branches before they have the chance to come crashing down. Prune out low-hanging, whip-like branches (especially those with thorns) that may strike passersby.
 - Remove undesirable growth: Prune out unwanted growth periodically. Cut out wayward branches, take out thin growth, remove suckers (stems growing up from the roots) and water sprouts (upright shoots growing from the trunk and branches).
 - o Promote plant health: Trees and shrubs stay healthier if you remove branches that are diseased, dead, pest-ridden, or rubbing together.
- Any signs that are on Laketran property are to be put back in place once the mowing is complete.

Fall Clean-up

• Leaves are to be collected and removed from the property, do not just put into wooded areas.

3.2 Madison Park-n-Ride – 200 Watertower Dr., Madison



Spring Clean Up

- All beds, grass areas, and parking lots shall be cleared of winter debris.
- Remove all debris from property, do not just put into wooded areas.
- Deep edge and remove all weeds from all beds, includes the dividers in the parking lot area and tree rings, this also includes the rain garden area.
- Clean up the plants and bushes around the Laketran sign to make the sign more visible
- Remove build-up of old mulch and soil in tree rings to expose the root flare to ensure trees don't become root bound
- Inform Laketran of any trees or plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran

Mulch

- Install triple shredded mulch to all tree rings and flower beds in 2021.
- Mulch should be installed no later than June 1st each year.
- Subsequent years will involve mulch maintenance and top off.

Maintenance Program

- Mowing to maintain a groomed height of up to three (3) inches.
- Edging along tree rings, flower beds, sidewalks and driveways.
- Weed control of tree rings, flower beds, the area around the ponds and the lawn.

- Weeds must be removed 4 times a year. By the <u>second</u> week of April, June, August and October.
- Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Sweeping or blowing clippings from concrete or blacktop surfaces.
- Remove all debris from property.
- Any signs that are on Laketran property are to be put back in place once the mowing is complete
- Two pruning visits, one in April and the other in September, for all bushes, plants and trees.
 - O Maintain safety: Remove low-growing branches if they impede passing vehicles (or pedestrian) traffic or obscure oncoming traffic from view. You may also need to take out split or broken branches before they have the chance to come crashing down. Prune out low-hanging, whip-like branches (especially those with thorns) that may strike passersby.
 - o Remove undesirable growth: Prune out unwanted growth periodically. Cut out wayward branches, take out thin growth, remove suckers (stems growing up from the roots) and water sprouts (upright shoots growing from the trunk and branches).
 - o Promote plant health: Trees and shrubs stay healthier if you remove branches that are diseased, dead, pest-ridden, or rubbing together.

Fall Clean-up

• In the fall leaves are to be collected and removed from the property; do not just blow/rake into wooded areas.

3.3 Mentor Park-n-Ride – 8650 Market St., Mentor

Maintenance of the lawn shall be maintained at a groomed 3" height. Laketran may request to have the maintenance done at other times as deemed necessary.



Spring Clean Up

- All tree rings, grass areas, and parking lots shall be cleared of winter debris.
- Deep edge and remove all weeds from all tree rings.
- Remove all debris from property.
- Inform Laketran of any trees or plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran.

Mulch

- Install triple shredded mulch to all tree rings and flower beds in 2021.
- Mulch should be installed no later than June 1st each year.
- Subsequent years will involve mulch maintenance and top off.

Maintenance Program

- Mowing to maintain a groomed height of up to three (3) inches.
- Edging along tree rings, flower beds, sidewalks and driveways.
- Weed control of tree rings, flower beds, the area around the ponds and the lawn.
 - o Weeds must be removed 4 times a year. By the second week of April, June,

- August and October.
- Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Sweeping or blowing clippings from concrete or blacktop surfaces.
- Remove all debris from property.
- Two pruning visits, one in April and the other in September, for all bushes, plants and trees.
 - Maintain safety: Remove low-growing branches if they impede passing vehicles (or pedestrian) traffic or obscure oncoming traffic from view. You may also need to take out split or broken branches before they have the chance to come crashing down. Prune out low-hanging, whip-like branches (especially those with thorns) that may strike passersby.
 - Remove undesirable growth: Prune out unwanted growth periodically. Cut out wayward branches, take out thin growth, remove suckers (stems growing up from the roots) and water sprouts (upright shoots growing from the trunk and branches).
 - o Promote plant health: Trees and shrubs stay healthier if you remove branches that are diseased, dead, pest-ridden, or rubbing together.
- Any signs that are on Laketran property are to be put back in place once the mowing is complete.

Fall Clean-up

• Leaves are to be collected and removed from the property, do not just put into wooded areas.

3.4 Wickliffe Park-n-Ride – 29610 Lakeland Blvd., Wickliffe

Construction of this site is complete except for landscaping. Lawn, landscaping and mulch installations will be completed by the construction general contractor. This is expected to be completed in the spring of 2021. Grass will not have to be mowed until it is fully germinated. Pricing should reflect less work required for 2021. The 2021 lawn and landscaping season will be abbreviated to include mowing (once grass grows in) and fall clean-up only. Years 2022, 2023 will include all components as described below.

Appendix 2 details the new landscaping layout for the Wickliffe Park-n-Ride.

Spring Clean Up

- All tree rings, grass areas, and parking lots shall be cleared of winter debris.
- Deep edge and remove all weeds from all tree rings.
- Remove all debris from property.
- Inform Laketran of any trees or plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran.

Mulch

- Construction contractor is responsible for completing landscaping in 2021.
- Mulch should be installed no later than June 1st in 2022 and after.
- Subsequent years will involve mulch maintenance and top off.

Maintenance Program

- Mowing to maintain a groomed height of up to three (3) inches.
- Edging along tree rings, flower beds, sidewalks and driveways.
- Weed control of tree rings, flower beds, the area around the ponds and the lawn.
 - Weeds must be removed 4 times a year. By the <u>second</u> week of April, June, August and October.
 - Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Sweeping or blowing clippings from concrete or blacktop surfaces.
- Remove all debris from property.
- Two pruning visits, one in April and the other in September, for all bushes, plants and trees.
 - Maintain safety: Remove low-growing branches if they impede passing vehicles (or pedestrian) traffic or obscure oncoming traffic from view. You may also need to take out split or broken branches before they have the chance to come crashing down. Prune out low-hanging, whip-like branches (especially those with thorns) that may strike passersby.
 - o Remove undesirable growth: Prune out unwanted growth periodically. Cut out wayward branches, take out thin growth, remove suckers (stems growing up from the roots) and water sprouts (upright shoots growing from the trunk and branches).
 - o Promote plant health: Trees and shrubs stay healthier if you remove branches that

are diseased, dead, pest-ridden, or rubbing together.

• Any signs that are on Laketran property are to be put back in place once the mowing is complete.

Fall Clean-up

• Leaves are to be collected and removed from the property, do not just put into wooded areas.

3.5 Great Lakes Mall Transfer Center – southwest of the former Sears



Maintenance of the lawn shall be maintained at a groomed 3" height. Laketran may request to have the maintenance done at other times as deemed necessary.

Spring Clean Up

- The area shall be cleared of winter debris.
- Remove all debris from property.
- Inform Laketran of any plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran.

Mulch

- Install triple shredded mulch to all tree rings and flower beds in 2021.
- Mulch should be installed no later than June 1st each year.
- Subsequent years will involve mulch maintenance and top off.

Maintenance Program

- Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
 - Weeds must be removed 4 times a year. By the second week of April, June, August and October.
 - Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Two pruning visits, one in April and the other in September, for all bushes and plants.
- Remove all debris from property.

Fall Clean-up

• Leaves are to be collected and removed from the property.

3.6 Shoregate Transfer Center - Willowick

This site does not require lawn mowing services.



The site consists of the beds immediately surrounding the bus shelter and the area between the shelter and Lakeshore Blvd.

Spring Clean Up

- The area shall be cleared of winter debris.
- Remove all debris from property.
- Inform Laketran of any plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran.

Maintenance Program

- Edging of flower beds and sidewalks.
- Weed control for flower beds.
 - Weeds must be removed 4 times a year. By the <u>second</u> week of April, June, August and October.
 - Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Sweeping or blowing clippings from concrete or blacktop surfaces.
- Two pruning visits, one in April and the other in September, for all bushes and plants.
- Remove all debris from property.

Fall Clean-Up

• Leaves are to be collected and removed from the property.

3.7 Julie A. Cunningham Painesville Transfer Center – 70 N. St. Clair, Painesville

This site does not require lawn mowing services.

This location will undergo installation of a large piece of equipment at the northern bus loading zone in 2021 with an estimated completion day of May 1, 2021.



Spring Clean Up

- The area shall be cleared of winter debris.
- Remove all debris from property.
- Inform Laketran of any plants that did not survive the winter months and request possible replacement.
 - o To be invoiced separately after approval from Laketran

Maintenance Program

- Edging of flower beds and sidewalks.
- Weed control of tree rings, flower beds, the area around the ponds and the lawn.
 - Weeds must be removed 4 times a year. By the <u>second</u> week of April, June, August and October.
 - Weed control may be put down to help control the weeds, as long as it is not harmful to the plants.
- Sweeping or blowing clippings from concrete or blacktop surfaces.
- Two pruning visits, one in April and the other in September, for all bushes and plants.
- Remove all debris from property.
- In the fall leaves are to be collected and removed from the property.

Mulch

- Date to be installed by June 1st each year.
- Install triple shredded mulch to all tree rings and flower beds in 2021.
- Subsequent years will involve mulch maintenance and top off.

Fall Clean-up?

• Leaves are to be collected and removed from the property.

3.8 DBE Participation

A DBE goal has not been assigned to this procurement, however, proposers should be aware that if subcontracting opportunities exist at any point throughout the life of the contract that DBE contracting goals will apply. Refer to Form H for more information on good faith efforts and complete page H if you propose to subcontract any work to DBEs.

3.9 Pricing

Laketran will award a firm, fixed price contract for one year with options to renew for up to two (2) years for a total of three (3) years.

Contractors can propose on one or all sites. Write "No bid" or X out any sites you are not bidding on.

3.10 Payment

Laketran is Net-30. Laketran will only pay for services rendered. Therefore, Laketran will not pay for mulch, spring or fall clean-up until the work has been performed. The maintenance program invoices will be approved after the month of service. The total cost will be divided by the nine (9) months of the season. (Example; work performed in May can be invoiced in June. Work performed in June can be invoiced in July. Etc.)

Invoices must clearly state what is being billed. The cost of spring/fall clean-up cannot be amortized throughout the year.

3.11 Proposal

Proposers should submit a list of equipment and employees to demonstrate the capacity to the do the work. If a contractor has worked with Laketran before, the years and sites should be stated.

Proposals will be evaluated on a written plan of work / schedule.

3.12 Evaluation Criteria

	Poor	Below Expectations	Meets Expectations	Exceeds Expectations	Outstanding
Qualifications of the Contractor – capacity to perform the work					
Past Performance and References					
Demonstration of understanding of the project objectives includes written schedule or plan of work.					
Completion of all forms					
Price					

4.0 REQUIRED FORMS

The following forms must be included with your Bid:

- 1. Pricing Form Attachment A
- 2. Contact Information Form Attachment B
- 3. Certificate of Insurance
- 4. W-9
- 5. Attachments C, D, E, F, G, H
- 6. Bidder Registration Form
- 7. Include the original and two copies of the entire bid. Please email a copy of the proposal to aaaby@laketran.com or submit a USB with an electronic copy of the proposal. This is for administrative purposes only.

ote: The bidder is required to	sign six (6) times. Notary is required to sign four (4)	times.
Name		
Company		
Address		
Phone	Cell	
Email:		
Name of Authorized Indivi	dual:	
Signature of Authorized In	dividual:	

Bids shall be good for 90 days after bid opening. Bid price is based on payment of net 30 days. The undersigned understands that terms and conditions demanded other than those in Section 2.0, or listed or referred to above will render the bid unresponsive.

LAKETRAN reserves the right to award a unit price contract for the lowest, responsive and responsible bid/proposal that LAKETRAN deems is in its best interests. LAKETRAN further reserves the right to award one, more than one or no contracts as may be in its best interests.

ACKNOWLEDGEMENT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the document:

Addendum No.	, Dated
Addendum No.	, Dated
Addendum No	, Dated
<u> </u>	may cause the bid to be considered non-responsive each addendum must be clearly established and
•	tions stated above, clarifications made to above form other than that requested, will render bid
(Name of Individual, P	artnership or Corporation)
(Address)	
(Authorized Signature)	(Title)

ATTACHMENT A - LAKETRAN PRICING FORM

	FJP at Lakeland	Madison PnR	Mentor PnR	Wickliffe PnR	GLM	Shoregate	JAC Painesville
	Contract Year 2021						
Spring Clean-							
up Mulch							
Maintenance program							
Fall Clean-up							
TOTAL							
			Contract	Year 2022			
Spring Clean- up							
Mulch							
Maintenance program							
Fall Clean-up							
TOTAL							
			Contract	Year 2023			
Spring Clean- up							
Mulch							
Maintenance program							
Fall Clean-up							
TOTAL							

Laketran reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price. In other words, the lowest price proposal is not guaranteed to be the best value.

ATTACHMENT B CONTACT INFORMATION FORM

LAKETRAN requires a primary point of contract and a back-up. Please list them below.

Primary Contact:	
· · · · · · · · · · · · · · · · · · ·	
Name:	_
Phone:	-
Deal Control	
Back-up Contact:	
Name:	_
Phone:	
REFE	RNCES:
	ork completed in the last 3 years)
(· • • • • • • • • • • • • • • • • • •	F
Refer	ence #1
Name:	
Phone:	_
Phone:	-
Email:	_
Work Completed.	
Work Completed:	
Years of Service:	
T . a	***
	ence #2
Name:	_
Phone:	-
Email:	_
Work Completed:	
Years of Service:	
Refer	ence #3
Name:	
Phone:	_
Phone: Email:	-
Email:	-
Work Completed	
Work Completed:	
V CONC OF BONTHOOS	

ATTACHMENT C CERTIFICATION OF PRIMARY PARTICIPANTS REGARDING RESTRICTIONS ON LOBBYING

I,	(Name and Title of authorized official), hereby certify on
behalf of	f(Company Name) that:
1.	No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2.	If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3.	The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
made or transacti	tification is a material representation of fact upon which reliance is placed when this transaction was rentered into. Submission of this certification is a prerequisite for making or entering into this on imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
Execute	d thisday of20
	By Signature of Authorized Official
	Title of Authorized Official

ATTACHMENT D CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The	Primary Participant (applicant for a potential contractor for a major third party contract), certifies to the best of its knowledge and belief, that it and its principals:
	certifies to the best of its knowledge and belief, that it and its principals.
1.	Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2.	Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3.	Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4.	Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default; and
4.	Are not included in the U. S. General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.
	e primary participant (applicant for a potential third party contractor) is unable to certify to any of the ments in this certification, the participant shall attach an explanation to this certification.
	E PRIMARY PARTICIPANT (APPLICANT FOR A POTENTIAL CONTRACTOR FOR A MAJOR RD PARTY CONTRACT), CERTIFIES
	AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE
	TEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT
THE	E PROVISIONS OF 31 U.S.C., SECTIONS 3801 <u>ET SEQ</u> . ARE APPLICABLE THERETO.
	Signature and Title of Authorized Official
	Date

ATTACHMENT E CERTIFICATION OF PRIMARY PARTICIPANT REGARDING STANDARD PROJECT ASSURANCES

The	Primary Participant (applicant for a potential contractor for a major third party contract),
1.	The Primary Participant hereby agrees that LAKETRAN has the right to reject any and all bids, to waive informality in any bid, to negotiate directly with only qualified respondents, to award one, more than one, or no contracts. Bidder further agrees it shall not dispute the correctness of the quantities used in computing the lowest and best bid.
2.	If the Primary Participant is not the parent company, insert below the name and main office address of the parent company. (A parent company is one that owns at least a majority, fifty-one percent of the voting rights and/or assets in that company.) By execution of this section, the parent company acknowledges the Proposer is authorized to submit this Proposal on parent company's behalf.
	Company Name
3.	Primary Participant hereby assures and certifies that it will comply with the Federal statutes, regulations, executive orders and requirements which relate to the applications made to and grants received from the Federal Transit Administration. Proposer acknowledges such statutes, regulations, Executive orders and administrative requirements include - but are not limited to - the following: The Primary Participant certifies that it is not on the Controller General's list of ineligible contractors. Primary Participant further acknowledges the provisions of Section 1001 of Title 18, U.S.C., apply
	to any assurance or submissions under this section.
	Signature and Title of Authorized Officia
No	Date ary Executes Here:
Ta	ten, subscribed and sworn before me this day of, 20
	Notary Public
No	ary Public in and for the County of, State of
	My commission expires

ATTACHMENT F CERTIFICATION OF PRIMARY PARTICIPANT REGARDING NON-COLLUSION

This affidavit is to be filled out and executed by the Primary Participant; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach his/her seal.

State of,			
County of,			
I,(Name of Affidavit)	being first d	luly sworn, do hereby	state that
(Name of Amdavit)			
I am of of			
(Capacity)	(Name of Firm, I	Partnership, Corporati	on)
Whose business is			
And who resides at			
And that(Give names of all persons,			
(Give names of all persons,	firms, or corporation	on interested in the bio	1)
work; that the said contract is on my/ou no members of the Board of Trustees, h employee of the Authority, is directly or	ead of any departm	nent or bureau, or emp ed therein.	loyee therein, or any
		Signatur	e and Title of Authorized Officia
			Date
Notary Executes Here:			
Taken, subscribed and sworn before m	e this day	/ of	, 20
Notary Public			
Notary Public in and for the County of		, State of	.
My co	ommission expires	·	

ATTACHMENT G CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DELINQUENT PERSONAL PROPERTY STATEMENT

	(Primary Participant), hereby affirms under oath,
	5719.042, that at the time the bid was submitted by
(company) personal property taxes on the General Tax List	was / was not (please circle one) charged with delinquent
personal property taxes on the General Tax List	of Personal Property for Lake County, Onto.
Lake County, Ohio, the amount of such due and and interest shall be set forth below. A copy of the within thirty (30) days of the date it is submittee also be incorporated into the contract between La	tax exists on the General Tax List of Personal Property for unpaid delinquent taxes, including due and unpaid penalties is statement shall be transmitted to the Lake County Treasurer d. If a contract is entered into, a copy of this statement shall AKETRAN_and the Primary Participant and no payment shall a statement has been so incorporated as a part thereof.
\$	_ Delinquent Personal Property Tax *
\$	_ Penalties *
\$	Interest *
\$	Total *
* Mark "N/A" if not applicable	
	Signature and Title of Authorized Officia
	Date
Notary Executes Here:	
Taken, subscribed and sworn before me this	day of
Notary Public	
Notary Public in and for the County of	, State of
My commission	on expires

ATTACHMENT H CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DBE CERTIFICATION 6 Pages

It is the policy of LAKETRAN to offer the maximum feasible participation of Disadvantaged Business Enterprises in contracting opportunities with the LAKETRAN. In compliance with 49 CFR Part 26 "Participation by Minority Business Enterprise in Department of Transportation Programs", LAKETRAN establishes annual percentage goals based on budgeted contracting activities for DBE's. In order to account for eligible DBE participation and establish a directory to identify and promote the utilization of such business it is required that certain pertinent information and an affidavit attesting to the eligibility of the business as defined by the Federal Regulations (49 CFR Part 26) be provided to LAKETRAN.

Bidder must complete and certify to one of the following:

Part A	if the bidder itself is a DBE-MBE-WBE firm
Part B	if the bidder meets the goal for DBE-MBE-WBE participation
Part C and D	if the bidder does NOT meet the goal for DBE-MBE-WBE participation

All bidders must execute Part E of this section.

Good Faith Efforts must be made to include DBE firms in this contract. Such efforts are integral to your being considered responsive to this tender. Documentation of your Good Faith Efforts must be included in Part C. Guidance on what constitutes Good Faith Efforts is included in Part D of this section. Insufficient or inadequate efforts or a blank Part C are grounds to declare your tender unresponsive and not considered.

Part A

by the Ohio UCP (if DBE) or by	(if MBE/WBE) on
Part B	
The firm submitting this bid/proposal certifies that this contract and are identified as follows:	one or more DBE-MBE-WBE firms will participate in

The firm submitting this bid/proposal certifies that it is a [] DBE [] MBE [] WBE firm. It was certified

Amount of Bid Co	mmitted to this Firm%	It is a WBE	[]DBE[]MBE	[]
Firm Name				
Contact Name				
Address 1				
City, State		Zip		
Telephone		Fax		

Email			
Certified by		Date	
Amount of Bid Co	mmitted to this Firm%	It is a WBE	[] DBE[] MBE []
Firm Name			
Contact Name			
Address 1			
City, State		Zip	
Telephone		Fax	
Email			
Certified by		Date	
Amount of Bid Co	mmitted to this Firm%	It is a WBE	[]DBE[]MBE []
Firm Name			
Contact Name			
Address 1			
Address 2			
City, State		Zip	
Telephone		Fax	
Email			
Certified by		Date	

Complete the following table to show total participation by DBE-MBE-WBE firms:

	DBE	MBE	WBE
\$ to be paid to firm(s)			
% of total bid			

Total Participation by DBE-MBE- WBE
--

Did you meet the goal for participation by DBE-MBE-WBE firms in this tender? [] Yes [] No

If No, complete Parts C and D below.

Part C

The firm certifies the following DBE-MBE-WBE firms were not selected or declined to participate for the reason(s) shown. Attached additional pages if needed.

Firm	Reasons not selected or declined to participate
Firm Name Contact Name Address Address City State Zip Phone Fax Email	
Firm Name Contact Name Address Address City State Zip Phone Fax Email	
Firm Name Contact Name Address Address City State Zip Phone Fax Email	

Part D

Firm certifies it cannot meet the participation goals for this contract and specifies the following good faith efforts on the attached, separate pages.

- 1. List the dates of advertisements placed in general circulation, trade association and minority-focus media concerning the subcontracting opportunities.
- 2. Attach copies of correspondence soliciting bids from DBE-MBE-WBE firms.
- 3. Attach phone logs, letters, notes, etc. to document your followup activity to your initial enquiry to

- determine with certainty whether the DBE-MBE-WBE firms were interested.
- **4.** Discuss how you selected portions of the work to be performed by DBE-MBE-WBE firms in order to increase likelihood of meeting the participation goals.
- **5.** Discuss how you provided adequate information to DBE-MBE-WBE firms about this contracting opportunity.
- **6.** Explain your good faith negotiations with interested DBE-MBE-WBE firms and your sound reasons for rejecting them.
- 7. Discuss your efforts to assist DBE-MBE-WBE firms in obtaining bonding, lines of credit or insurance required by this tender.
- **8.** Discuss your efforts to assist DBE-MBE-WBE firms in obtaining equipment, supplies, materials or related assistance.
- **9.** Describe the minority community organizations, minority contractor's groups, local, state and federal minority business assistance offices or listings and other organizations that provide assistance in identifying and subcontracting with DBE-MBE-WBE firms.
- **10.** Describe other efforts not covered by 1 through 8 above to indicate your affirmative action to obtain DBE-MBE-WBE participation on this tender.

Signature and Title of Authorized Official		
Date		
Notary Executes Here:		
Taken, subscribed and sworn before me this	day of	, 20
Notary Public		
Notary Public in and for the County of	, State of	·
My commission expires		

Part E

Guidance Concerning Good Faith Efforts Excerpted from Appendix A to 49 CFR Part 26 (Federal Register p. 5145, February 2, 1999)

- I. When a contract DBE goal is established on a USDOT-assisted contract, a bidder must, in order to be responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways as follows:
- 1. The bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose.
- 2. Even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. The quality, quantity, and intensity of the different kinds of efforts that the bidder has made to obtain DBE participates are key to a finding the bidder made good faith efforts. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere proforma efforts are not good faith efforts to meet the DBE contract requirements.
- III. The following is a list of types of actions that demonstrate a bidder's good faith efforts to obtain DBE participation. This is not a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- D. Negotiating in good faith with interested DBEs.

It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in

finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services. H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/ women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- IV. Determining whether a bidder has made good faith efforts can take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the question must be asked whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, this will be viewed in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

ATTACHMENT I LAKETRAN BIDDER REGISTRATION FORM

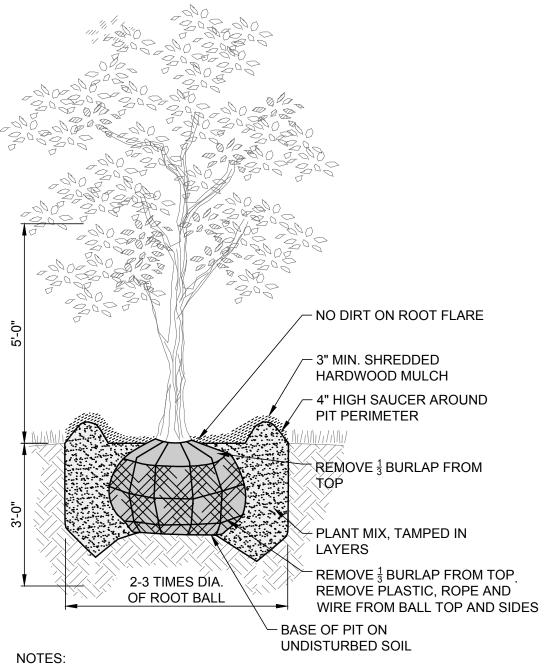
Per 49 CFR Part 26.11, Laketran is required to collect the following information on contractors and sub-contractors who seek to work on Federally-assisted Contracts

Legal Name of Business	
Contact Person's Name (first, last)	
Age of your business (in years)	
Type of Business (choose a	ll that apply)
□ Advertising	☐ Fuel Systems and Technology
□ Architecture	☐ Functional Capacity Assessment
□ Auction Services	□ Graphic Design
□ Automobile Sales or Distributor	□ HVAC
□ Bicycle	☐ Industrial Equipment & Components
☐ Bus and Automobile Maintenance Products and Services	□ Lawn & Landscaping
□ Bus Exterior Products/Services	□ Marketing
□ Bus Interior Products/Services	□ Office Products including printers and faxes
□ Bus Manufacturer	□ Printing Services
□ Bus Sales or Distributor	□ Roofing
□ Bus Technology	□ Security Systems
□ Cleaning or Janitorial	□ Signage
□ Computer Services & IT	□ Snowplowing & Snow Removal
□ Construction (includes Roofing, Windows, Cement, etc.)	□ Technology
□ Consulting Services	□ Telecommunications
□ Engineering Services	□ Temporary Employment Agency
☐ Fare Collection and Fare Technology	□ Transit Partner
□ Financial, Banking, & Auditing	□ Uniforms & Shoes
□ Fuel	☐ Utilities - electric, plumbing, sewer
	□ Vehicles (non-bus)
□ Other - describe using key words	
Business Street Address	
City	
State	
Zip Code	
Email Address	
Website URL	
Gross Annual Receipts – choose the category that best applicate [A requirement per 49 CFR Part 26.11.]	es to your business.
o \$0 - \$500,000	
o \$500,000 - \$1 million	
o \$1 million - \$2 million	
o \$2 million - \$5 million	
o \$5 million or more	
ο φο minion of more	

 \square YES

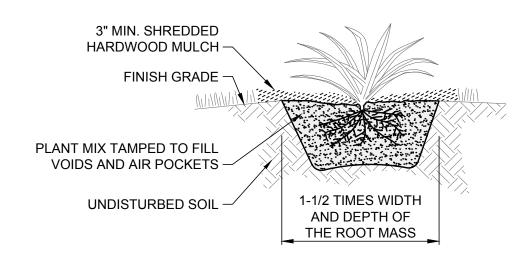
 \square NO

Is your business registered as a DBE?

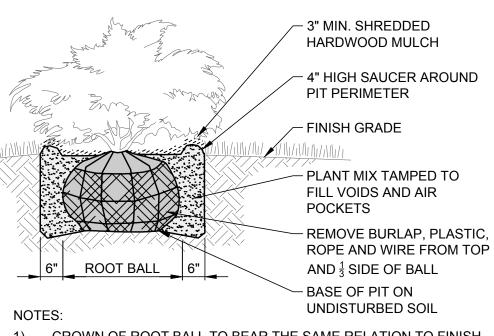


- 1) CROWN OF ROOT BALL TO BEAR THE SAME RELATION TO FINISH GRADE WHICH IT WAS GROWN AT THE NURSERY.
- 2) WATER AS NEEDED W/ WATERING BAGS.



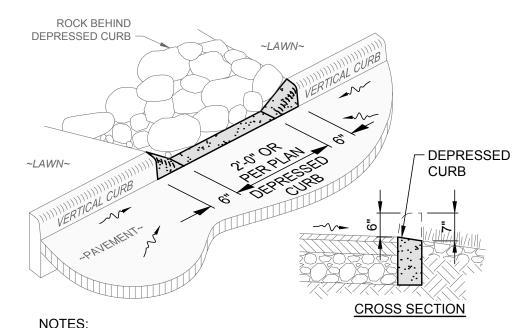


ANNUAL AND PERENNIAL PLANTING DETAIL L-02 SCALE: NONE



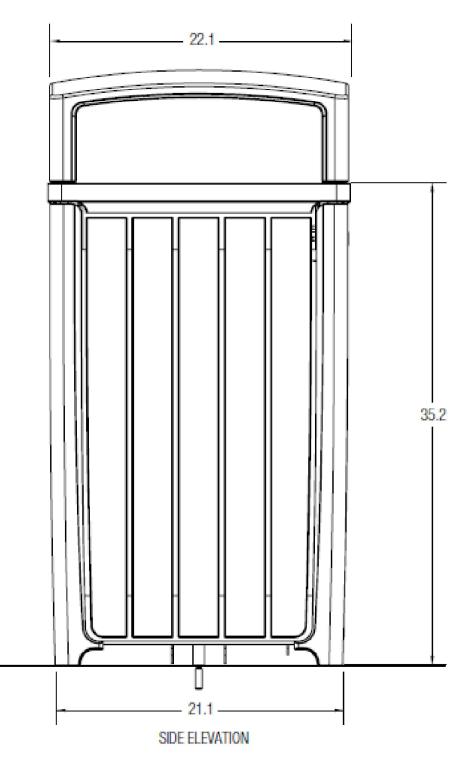
CROWN OF ROOT BALL TO BEAR THE SAME RELATION TO FINISH GRADE WHICH IT WAS GROWN AT THE NURSERY.





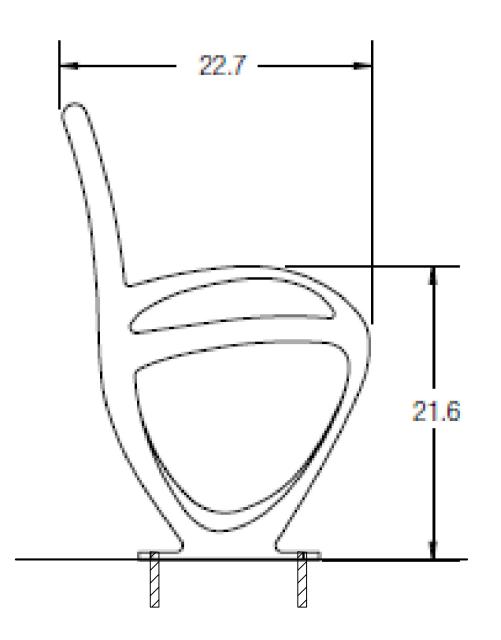
- 1) DEPRESSED CURB EDGE SHALL BE FLUSH WITH PAVEMENT AND SLOPED TOWARDS BIO-RETENTION BASIN.
- 2) THIS DETAIL SHOWS A VERTICAL CURB FOR REFERENCE ONLY. SEE SITE PLAN FOR ACTUAL TYPE OF CURB.

DEPRESSED CURB AT 5 BIO- BASIN DETAIL LL-of2 SCALE: NONE



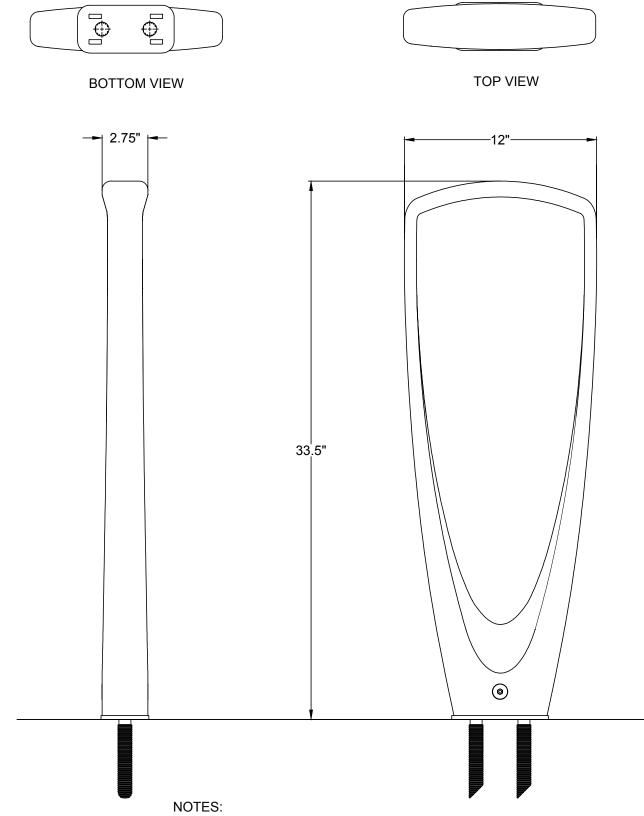
- 1) BENCH SHALL BE 36 GALLON CORDIA LITTER RECEPTACLE HARDWOOD INSERTS AND RAIN COVER, MODEL #SLCOR-136J AS MANUFACTURED BY FORMS+SURFACES 800-451-0410.
- 2) RAIN COVER, LID AND BODY FINISH SHALL CREAM TEXTURE POWDERCOAT TO MATCH EXITING RESEPTACLES.
- 3) MOUNT TO SIDEWALK WITH MANUFACTURER'S ANCHORS.





- 1) BENCH SHALL BE 6' BACKED TRIO BENCH WITH ALUMINUM FRAME AND HARDWOOD SLATS, MODEL #SBTRO-72BW AS MANUFACTURED BY FORMS+SURFACES 800-451-0410.
- 2) BODY FINISH SHALL BE CREAM TEXTURE POWERCOAT TO MATCH EXITING BENCHES.
- 3) MOUNT TO SIDEWALK WITH MANUFACTURER'S ANCHORS.





- PONDING DEPTH 12" MAX. 12"X12" GRAVEL TRENCH FILTRATION AREA ALONG DEPRESSED CURB SEE SHEET 26 - Landscape Plan - 3"-4" RIVERSTONE DEPRESSED CURB WITH 2' CUT OPENINGS BACKFILL ENTIRE BIO-BASIN WITH BIORETENTION SOIL PARKING LOT MIX SEE NOTES. AVOID OVER COMPACTING SOIL, DO FILTER FABRIC TO BE NOT DRIVE EQUIPMENT IN BIO-BASIN. PLACE SOIL 2" PLACED UNDER GRAVEL HIGHER THAN FINISH GRADE TO ALLOW FOR SETTLING OUTSIDE FILTRATION AREA ODOT 2-2B CATCH BASIN 3"-4" RIVERSTONE AT - 3" CLEAN MEDIUM CONCRETE SAND, ASTM C-33 OPENINGS AND PER PLAN - 3" CLEAN GRAVEL NO. 8 OR #78 PEA GRAVEL 4" PERF. PVC SUBDRAINAGE - WASHED RIVER GRAVEL, ODOT #57 PIPE WITH ELEVATED OUTLET CONNECTED INTO CATCH BASIN, REFER TO UTILITY PLAN -12" OUTLET, SEE UTILITY PLAN FOR LAYOUT FOR PIPE LAYOUT -UNDISTURBED SUBGRADE SCARIFY BOTTOM OF BASIN 4"-6" DEPTH WITH BACKHOE

TEETH NOTES:

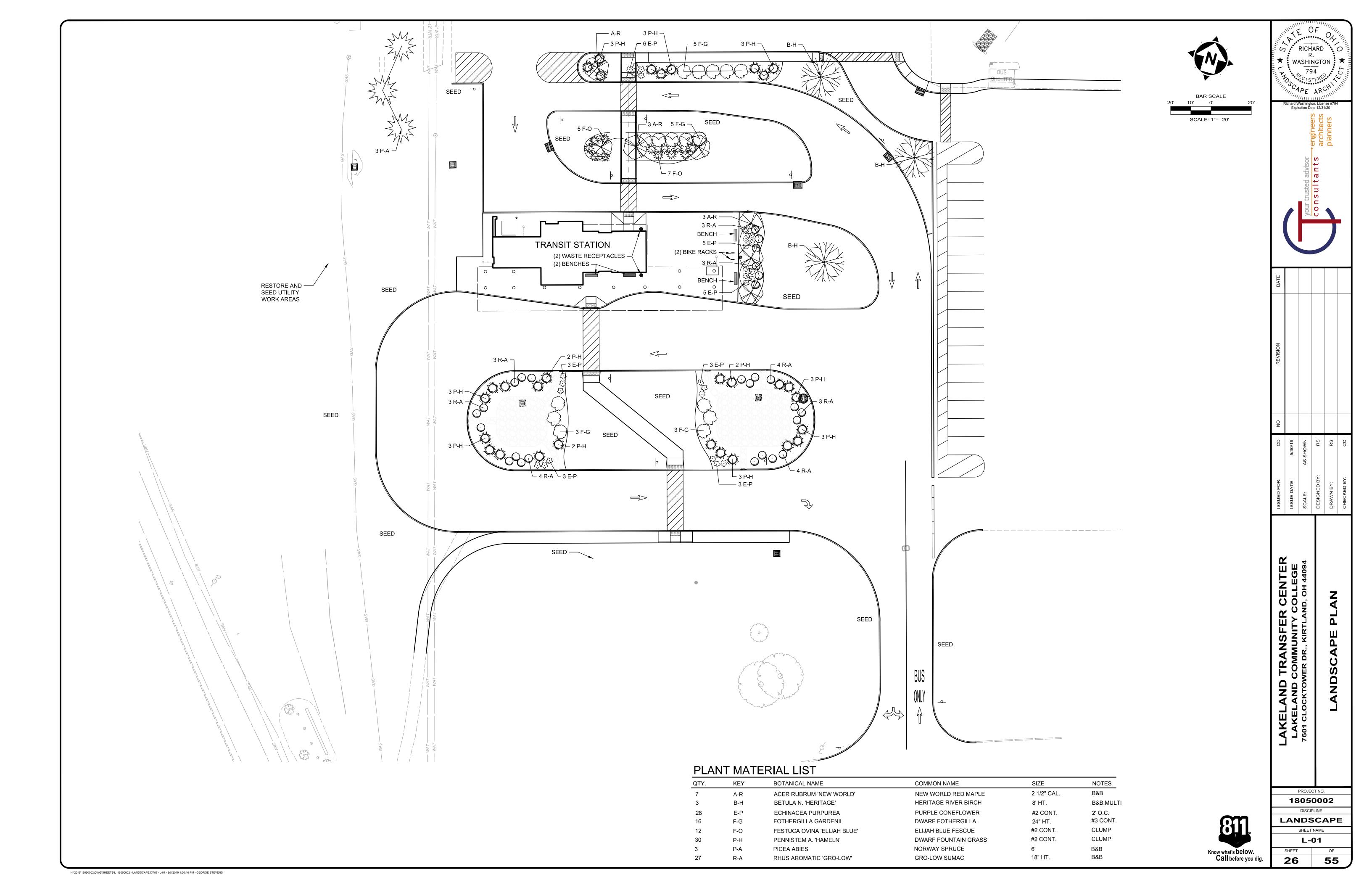
- 1. BIORETENTION SOIL MIX WILL BE OBTAINED FROM KURTZ BROTHERS OR EQUAL, 216-986-9000, CALLED HYDRO CLEAR BIORETENTION SOIL™ MIX OR EQUAL OEPA APPROVED SOIL MIX. SOIL SHALL BE A LOAMY SAND: SAND SHALL BE >80% CLAY CONTENT <10% ORGANIC CONTENT 3-5% BY WEIGHT, pH 5.2-8% AND PHOSPHORUS 15-60 mg/kg P. THE FILL MEDIA SHALL BE A UNIFORM MIX, FREE OF STONES, STUMPS, ROOTS, OR OTHER SIMILAR OBJECTS LARGER THAN 0.04 INCHES. AVOID OVER COMPACTING THE SOIL MIX. DO NOT DRIVE EQUIPMENT IN THE BIO-BASIN.
- 2. BIORETENTION SOIL MIX MUST MEET ODNR BIORETENTION SOIL SPECIFICATIONS.



- BENCH SHALL BE CAST ALUMINUM TRIO BIKE RACK, MODEL #SKTRO, AS MANUFACTURED BY FORMS+SURFACES 800-451-0410.
- 2) FRAME FINISH SHALL BE CREAM TEXTURE POWDERCOAT TO MATCH EXISTING BIKE RACK.
- 3) MOUNT TO SIDEWALK WITH MANUFACTURER'S ANCHORS.



RICHARD WASHINGTON 794 PROJECT NO. 18050002 DISCIPLINE **LANDSCAPE** SHEET NAME L-02 **55**



GENERAL PLANTING SPECIFICATIONS

- 1. These documents are meant to serve as a guide for construction; modifications to the designs may be required to accommodate varying field conditions or modified plant arrangements.
- 2. Quality and sizes of plants to meet American Association of Nurseryman Standards.
- 3. Landscape Architect to be authority for interpretation of plan and quality of
- 4. All substitutions of sizes or varieties subject to approval of Landscape Architect.
- 5. If quantities listed in Plant Material List do not correlate with plantings indicated on plan, the quantities indicated on the plan shall govern.
- 6. Contract shall consist of total units authorized by Owner.
- 7. All wall elevations, finished grades, and drain line elevations to be finalized in the field where applicable.
- 8. The Landscape Contractor to locate all underground utilities and/or sprinkler systems before installation.
- 9. The Landscape Contractor is responsible for all clean-up associated with his construction procedure.
- 10. All lawn areas to receive a minimum 2" topsoil; all planting areas to receive a minimum 6" topsoil.
- 11. Planting bed preparation: Loosen existing soil; add topsoil in sufficient quantity to raise bed 4-5" above finished lawn grade. Provide positive drainage away from all buildings and around or away from planting beds to prevent ponding of water. Do not raise bed grades, finished grades, or mulch above finished floor elevations.
- 12. Use soil mixture in all planting pits. Soil mixture to be 1/4 original on-site soil and 3/4 sandy loam or loam soil as defined by USDA Soil Conservation Service, Soil Classification System. Free from admixture of subsoil, heavy clay, coarse sand, stones, plants, roots, sticks, and any other foreign materials. 95% of topsoil shall pass a 2.0 mil sieve. Organic content shall be 4% to 12% of total dry weight. Add granular 'Soil Moist' to topsoil mix, applied per manufacturer's recommended rates for the size and type of plant material specified, if no irrigation is applied.
- a. If the quality or quantity of on-site topsoil stockpiled is insufficient to complete work, provide imported topsoil. Obtain rights and pay all costs for imported topsoil material.
- Proposed topsoil shall be acceptable to Architect and Soils Testing
- 13. Mulch all planting beds, and disturbed areas with a 3" depth of double shredded hardwood bark.
- 14. All nylon roping, twine, shall be removed, prior to planting. All non-treated burlap and/or non-rot proof burlap to be removed from top half of rootball. All treated burlap or polypropylene burlap to be completely removed from planting pit.
- a. Fertilizer: Each tree and shrub planting to receive Granular Nitroform (18-6-12) fertilizer or equal.
- Deliver fertilizer to the site in bags or other convenient containers, each fully labeled, conforming to the applicable State Fertilizer Law, and bearing the name, trade name or trademark, and warranty of the producer.
- 15. All sod, if specified on the drawing, shall be a mixture of disease resistant turf type tall fescue soil grown sod. All sod shall be laid on a minimum of 2" topsoil and soil grown. Fertilize with a non-burning measured release fertilizer, or rake in a light application of 12-12-12 at a rate of 5 lb. per 1000 S.F. before laying sod.
- 16. Seeding Mixture: Seed shall be 5 Way Blend Perennial Rye Grass, composed of 20% Apple GL Perennial Rye, 20% HomeRun Perennial Rye, 20% Fiesta 4 Perennial Rye, 20% Amazing GS Perennial Rye, 20% Protege GLR Perennial Rye. Fertilize with a non-burning measured release fertilizer, or rake in a light application of 12-12-12 at a rate of 15 lb. per 1,000 S.F. before seeding.

QUANTITY

KEY

GI-B

BOTANICAL NAME

GINKGO BILOBA ' AUTUMN GOLD'

COMMON NAME

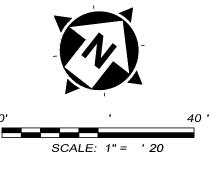
AUTUMN GOLD GINKGO

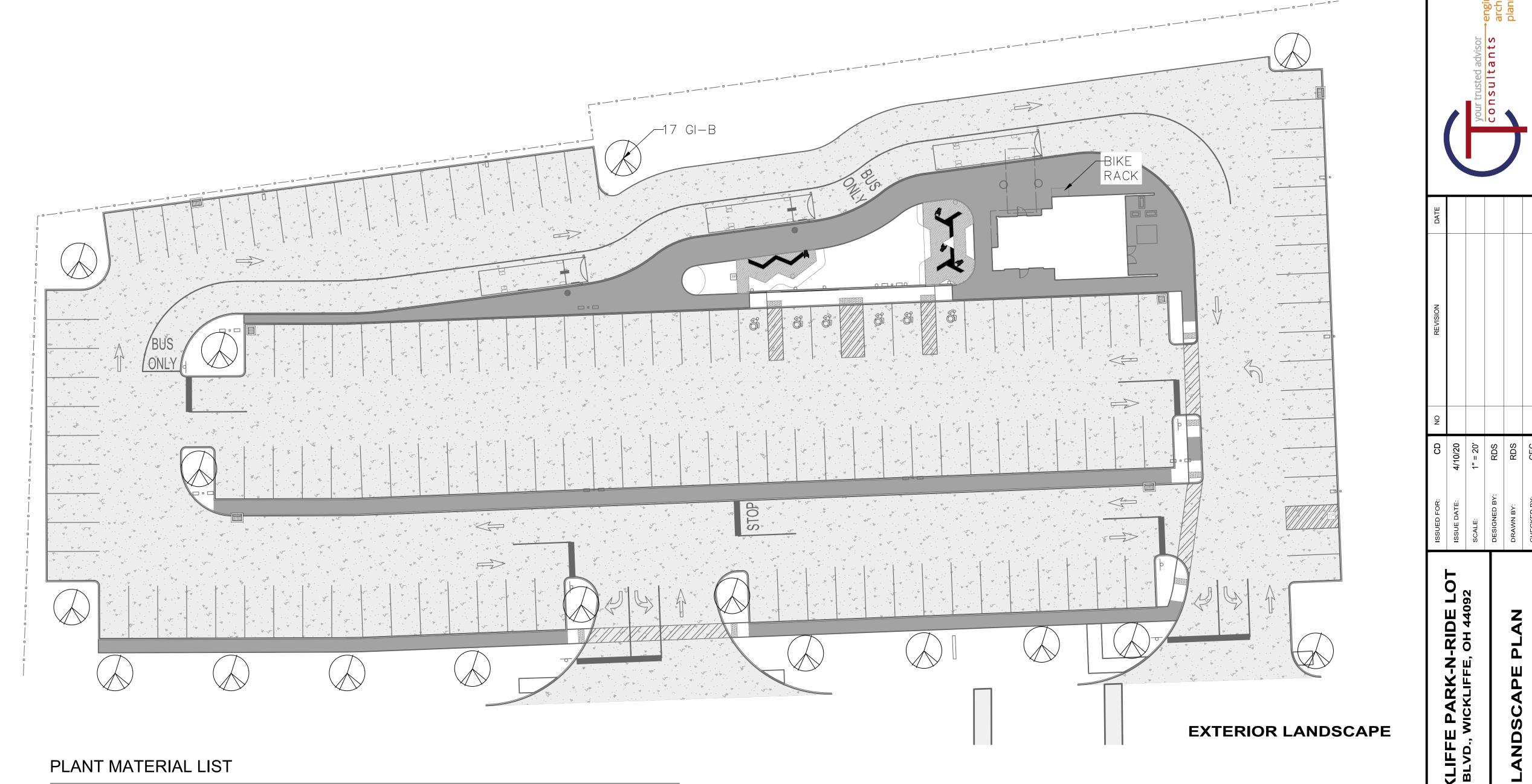
SIZE

2" CAL

NOTES

- 17. All areas to be seeded or sodded are to be free from weeds and rocks 3/4"Ø or larger. All seeded areas are to be covered with a 1 1-1/2" thick non-compacted layer of straw.
- 18. Grading: The Owner will provide a finished grade within 3" of final grade. The Landscape Contractor is responsible for all fine grading relating to his work (when applicable).
- 19. All beds shall be edged to form a defined, cut edge.
- 20. Reseed all disturbed areas with appropriate seed mix.
- 21. Maintain lawns through two cuttings and assume full responsibility for a full and healthy growth. Reseed all bare spots.
- 22. All plant materials and groundcovers to be inspected and approved by Landscape Architect before final acceptance of work, by the owner.
- 23. All landscaping material shall be guaranteed for a period of one (1) year from the date of acceptance of the work, by the owner.





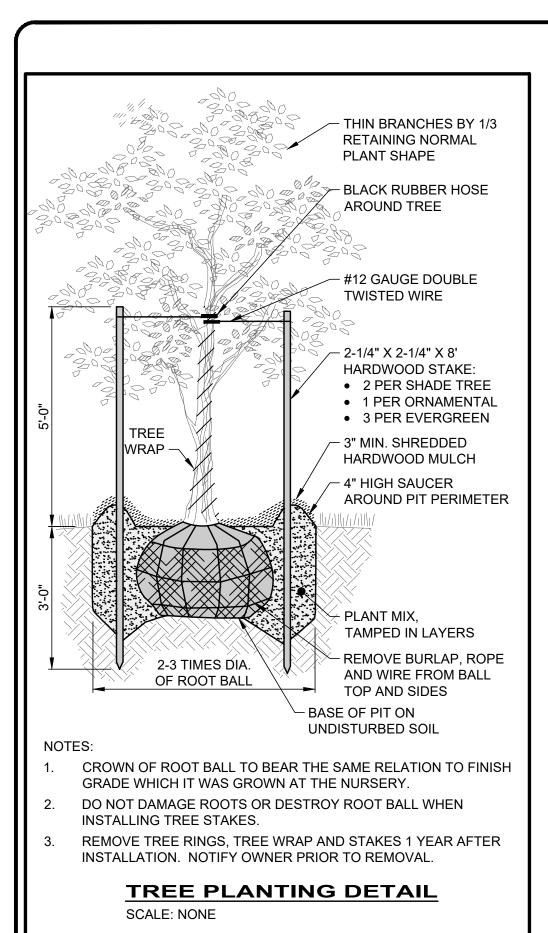
Ohio Utilitie	es Protection Service
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before	you dig

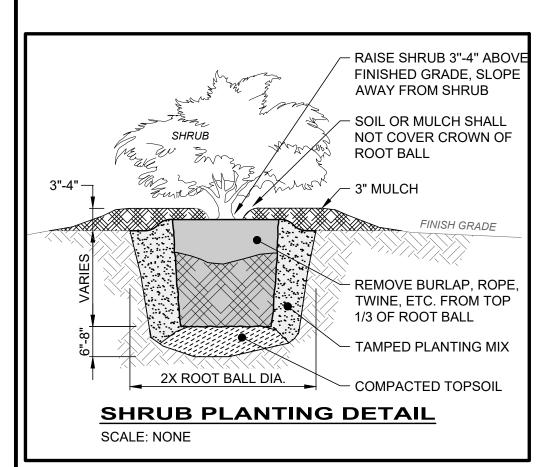
24	49
SHEET	OF
L.	-2
SHEET	NAME
CI	VIL
DISCI	PLINE
190	065
PROJE	CT NO.

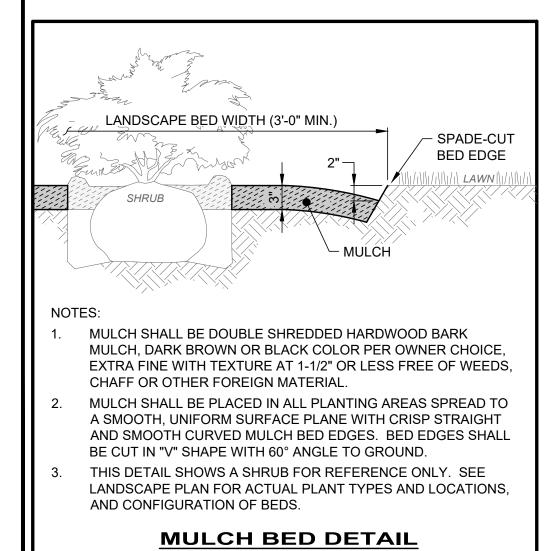
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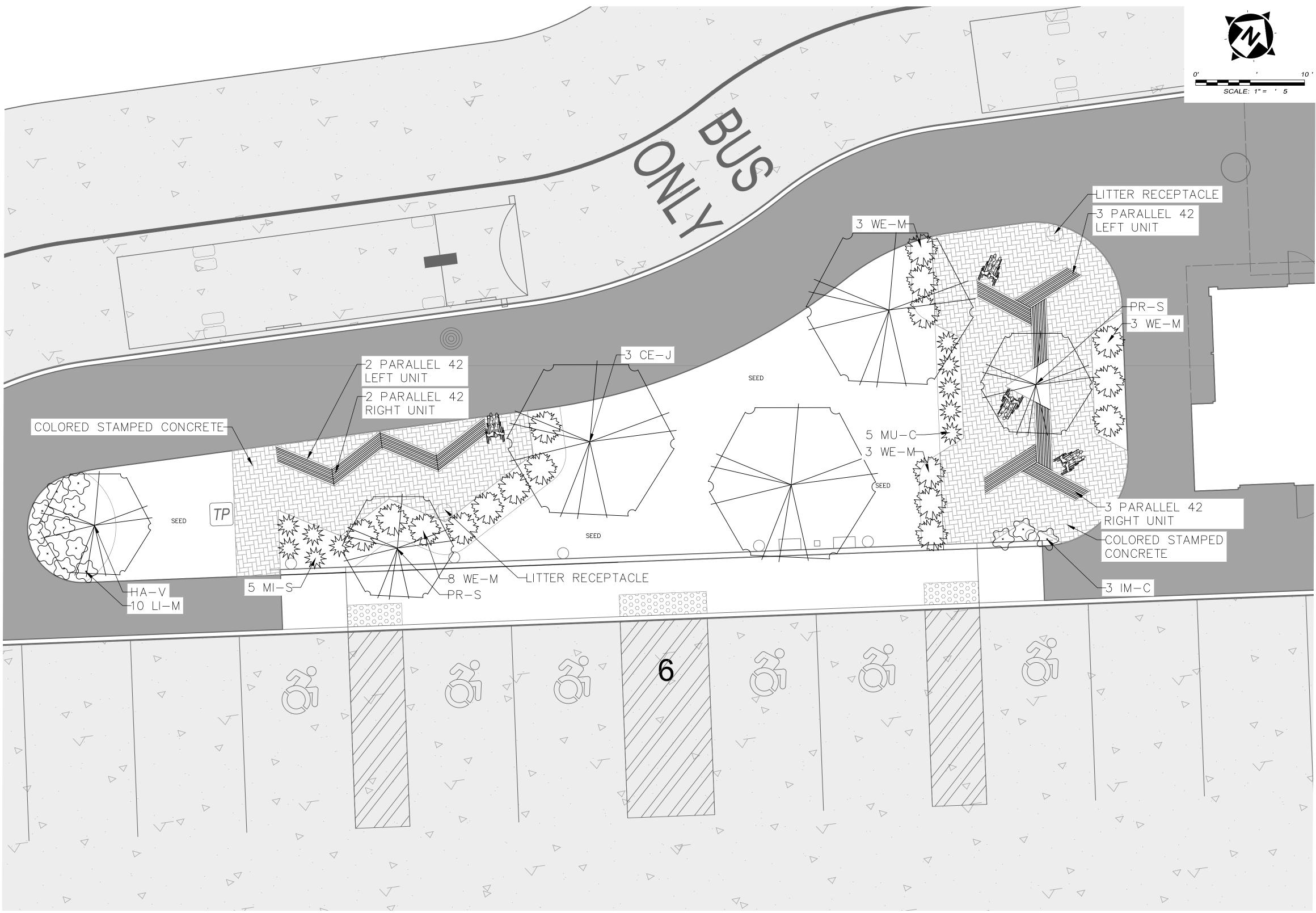
-RIDE OH 440

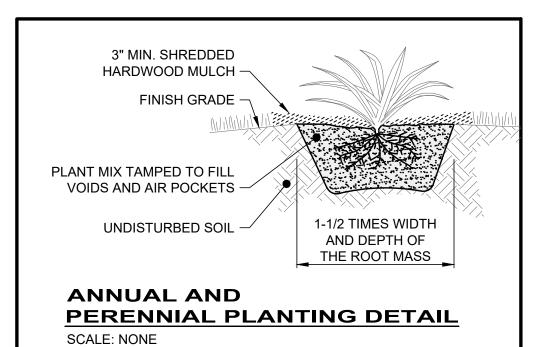
WICKLIFFE I











PLANT MATERIAL LIST

QUANTITY	KEY	BOTANICAL NAME	COMMON NAME	SIZE	NOTES
3	CE-J	CERCIDIPHYLLUM JAPONICUM	KATSURA TREE	8'	B&B
1	HA-V	HAMAMELIS VIRGINIANA	AMERICAN WITCHHAZEL	5'	B&B
3	IM-C	IMPERATA CYLINDRICA 'RED BARON'	JAPANESE BLOOD GRASS	#2 CONT.	CLUMP
10	LI-M	LIRIOPE MUSCARI	ROYAL PURPLE LIRIOPE	#2 CONT.	CLUMP
5	MI-S	MISCANTHUS SINENSIS 'LITTLE MISS'	DWARF MAIDEN GRASS	#2 CONT.	CLUMP
5	MU-C	MUHLENBERGIA CAPILLARIS	REGAL MIST GRASS	#2 CONT.	CLUMP
2	PR-S	PRUNUS SERRULATA	KWANZAN CHERRY	2.5" CAL.	B&B
17	WE-M	WEIGELA F. 'MINOR BLACK'	MINOR BLACK WEIGELA	#5 CONT.	CLUMP

INTERIOR ISLAND LANDSCAPE



23	49
SHEET	OF
L-1	
SHEET NAME	
CIVIL	
DISCIPLINE	
190065	
PROJECT NO.	

SS | SS | BB | FP

LO 92

-RIDE OH 440

SCALE: NONE