

#2023h-6 NURSERY STOCK PLANTINGS, FERTILIZER, GRASS SEED AND MULCH FOR HYDROSEEDER

DETAILED SPECIFICATIONS

DESCRIPTION

The work consists of furnishing and planting trees, shrubs and/or groundcover as shown on the plans, or as specified in locations as agreed to for considerations in granting easements / work by Jefferson County Highway Department, Agents, or Contractors. All work contemplated under this item shall be completed in conformance with the provisions of the most recent New York State Department of Transportation *Standard Specifications of Construction and Materials* and all addendum.

MATERIALS

Plants. Trees, shrubs, and groundcover shall be as specified on the attached bid list.

CONSTRUCTION: GENERAL

Planting Season: The planting seasons shall be as specified in the purchase orders. No planting shall be done in frozen backfill or when the soil is in an unsatisfactory condition for working as determined by the Engineer.

Obstructions below ground: Any rock or underground obstructions shall be removed to the depth necessary to permit planting.

Delivery: The Contractor shall notify the Highway Department at least two full working days before delivering any plant materials, unless otherwise approved in advance.

Storage: All plants shall be properly protected from drying out during transit or handling. No plant / trees shall be stored on the project site.

GROUND PREPARATION

Layout: Locations for plants and outlines of areas to be planted shall be marked out on the ground by the Engineer before any plant pits or plant beds are dug.

Size of Pits: The minimum diameter of plant pits shall bear the following relation to the spread of roots (or diameter of balls) of the plants to be furnished.

Pit diameter twice the root spread for plants up to and including a two foot root spread; pit diameter equal to root spread plus two feet for root spreads of two to four feet; pit diameter one and one-half times the root spread for spread of roots over four feet. Where undesirable material is encountered in digging, the pit location shall be moved to a new location as approved or the pit shall be enlarged as approved and backfilled with acceptable materials. When planting in wooded areas, the Contractor shall grub out an area twice the size of the plants pit unless otherwise approved. In planting bed areas existing vegetation shall be removed as directed.

Drainage: Where an impervious stratum of soil is encountered during the excavation of plant pits or beds, all such soil to a depth as approved shall be removed and backfilled with acceptable material.

SETTING PLANTS

All plants shall be set plumb at such a level that after settlement they bear the same relation to the level of the surrounding ground as they bore to the ground from which they were dug. Backfill material for all plants shall be thoroughly settled by firming or tamping.

Balled and Container Grown Plants: Balled and Container grown plants are to be planted with backfill carefully tamped under and around the base of each ball to fill voids. Plants shall be removed from

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containers unless otherwise directed. All cloth, ropes, etc. shall be removed from the tops of balls but not pulled out from under the balls.

Bare Root plants: Roots of bare-root plants shall be properly spread out in a natural position and backfill soil shall be carefully worked in among them. All broken and frayed roots shall be cleanly cut.

Wrapping: The trunks of all deciduous trees over 1 ½ inches diameter shall be wrapped immediately after planting. Wrapping shall extend from the ground line to the height of the second branches or to the height directed. Wrapping shall be a single layer of burlap bandage or paper wound spirally, starting from the base and overlapping one and one-half inches. The wrapping shall be securely tied in place with twine at about fifteen inch intervals.

Staking, Guying, and Anchoring: All trees shall be firmly staked, guyed or anchored at the time of planting.

Pruning: Pruning in accordance with accepted horticultural practice, shall be done at the time of planting unless the time of pruning is otherwise approved by the Engineer.

Mulching: Mulch shall be placed immediately after planting.

Restoration: Areas disturbed by the planting operations shall be left in an orderly condition. Excess soil and rubbish shall be disposed as directed.

PERIOD OF ESTABLISHMENT

Contractor provides one year guarantee from date of planting with replacement stock unless otherwise approved by Engineer.

BASIS OF PAYMENT

Payment for each item of work will be based on the unit price bid, which payment shall constitute full compensation for all labor, materials, equipment and incidentals necessary to complete the work as specified.

CONTRACT PRICE ADJUSTMENTS

All prices submitted must remain firm for a period of one hundred twenty (120) days from the date of award. Beginning September 1, 2023 subsequent price adjustments will be considered by the County. All requests for price adjustments must be submitted to the County a minimum of thirty (30) days prior to the date of the requested price adjustment. The change in price structure (increase or decrease) must be based on fluctuations in the latest published Consumer Price Index (CPI) for all urban consumers, as published by the U.S. Department of Labor, Bureau of Labor Statistics which is available at <https://stats.bls.gov>.

If, during the Contract term, the awarded vendor is unable to meet contractual requirements in whole or in part based on the price structure of the contract, it shall immediately notify the County in writing. The County may, but is not required to, consider an adjustment in the contract terms and/or pricing. Should the County in its sole discretion determine during the Contract term that the contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the contract terms and/or pricing is mutually agreeable, the County may terminate the contract through written notice to the vendor, purchase from an alternate source, or rebid the contract.

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SCHEDULE C

RESTORATION/HIGH-TRAFFIC SEED MIX (MINIMUM GERMINATION 85%)

<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>VARIETY</u>	<u>PERCENT BY WEIGHT</u>
Kentucky Bluegrass (2 var. min)	<i>Poa pratensis</i>	Commercial	0-20
Fine Fescue (2 var. min; must include creeping red)	<i>Festuca rubra</i> var.	Commercial	15-40
Tall Fescue (2 var. min.)	<i>Festuca arundinacea</i>	Commercial "turf" type	25-50
Perennial Ryegrass (2 var. min.)	<i>Lolium perenne</i>	Commercial "turf" type	10-30
Annual Ryegrass	<i>Lolium multiflorum</i>	Commercial	5-15
Clover (include red and white varieties)	<i>Trifolium repens</i>	Commercial	0-15

SCHEDULE D

LAWN SEE MIX (MINIMUM GERMINATION 85%)

<u>COMMON NAME</u>	<u>SCIENTIFIC NAME</u>	<u>VARIETY</u>	<u>PERCENT BY WEIGHT</u>
Kentucky Bluegrass (3 var. min)	<i>Poa pratensis</i>	Commercial	15-40
Fine Fescue (2 var. min. must include creeping red)	<i>Festuca rubra</i> var.	Commercial	30-50
Perennial Ryegrass (2 var. min.)	<i>Lolium perenne</i>	Commercial "turf" type	15-40
Annual Ryegrass	<i>Lolium multiflorum</i>	Commercial	5-15

713-03 FERTILIZER

SCOPE. This specification covers the material requirements for fertilizers.

MATERIAL REQUIREMENTS: The following mixed commercial fertilizers shall contain total nitrogen, available phosphoric acid and soluble potash in the ratios stated:

The following fertilizers shall be as specified:

- A) A lawn starter fertilizer in standardized packets with a minimum guaranteed analysis of 20-12-8 or approved equal.
- B) A late season fertilizer in standardized packets with a minimum guaranteed analysis of 22-3-14 or approved equal.
- C) Water Soluble Fertilizer for hydroseeder with a minimum guaranteed analysis 16-32-16 or equal

PACKAGING: Fertilizers shall be in the manufacturer's standard containers. Containers shall not weigh more than 100 lb and shall include a label stating the name of the material, the net weight of the contents, the manufacturer's name, and the guaranteed analysis of the fertilizer. Labels on containers of fluid fertilizers shall state the net volume of the container.

BULK DELIVERY: Not allowed.

BASIS OF ACCEPTANCE: The manufacturer's label or certificate indicating compliance with these specifications shall be the basis of acceptance. The Superintendent reserves the right to reject any material that has become caked or otherwise damaged.

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713-04 SEEDS

SCOPE: This specification covers the material requirements for seeds.

MATERIAL REQUIREMENTS: Each species, variety and strain of grasses, or wildflowers and the minimum percentage of germination of each shall be as specified herein, unless otherwise approved. Material other than pure live seed shall comprise only nonviable seed, chaff, hulls, live seed of crop plants other than those specified, harmless inert matter and weed seeds except that weed seeds other than seeds of noxious weeds will be permitted up to 1% of the gross weight of each kind of seed.

The percentage of purity shown on the label will be acceptable. The percentage of germination for each of the species, variety or strains of seeds shown on the label shall not be less than the minimum percentage specified in the specifications. The percentage of pure live seed of each kind in each container or bag of seeds delivered will be computed by multiplying the percent germination by percent purity and dividing by 100. The percentage of pure live seed of each kind multiplied by the net weight of the container or bag will indicate the number of kilograms of pure live seed of each kind in the container or bag.

Nomenclature: The common and scientific names of grasses, legumes, wildflowers and cereals specified in the contract documents shall conform to one or more of the authorities on botanical nomenclature recognized by the American Association of Nurserymen.

Packaging: Seeds shall be furnished and delivered in labeled containers or bags that are acceptably sealed or sewn tight. When seeds are to be accepted by certification, they may be mixed prior to delivery. When sampling and testing is specified, seeds shall not be sown until written approval is issued. Approved seeds may be mixed prior to delivery.

Labeling: All seed and seed labels shall be in accordance with State and Federal Laws, Rules and Regulations, including Article 9 Section 137 of the Agriculture and Markets Law.

SAMPLING AND TESTING

Certification: Seeds will be accepted on the basis of certification. The certification shall consist of the label that must be attached to each container of seed in accordance with the provisions of the New York State Agriculture and Markets' Law. Seeds will not be accepted by certification unless the test dates shown on the seed container labels are within the same calendar year that the seeds are sown. Seeds will not be accepted if seed container labels are removed prior to the time of sowing nor will seeds be accepted if container labels have been altered, are obliterated or are otherwise illegible.

BASIS OF ACCEPTANCE: The seeds shall meet the minimum specified requirements regardless of the guarantee of qualities or dates of testing and after the application of tolerances approved by the Department of Seed Investigations, New York State Agricultural Experiment Station, Geneva, New York. Seed that has become wet, moldy or otherwise damaged in transit or storage will not be acceptable. After delivery to the County, seed shall be stored so that it is protected from damage or deterioration from any source.

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713-05 MULCH FOR TURF ESTABLISHMENT AND EROSION CONTROL FOR HYDROSEEDER

SCOPE: This specification covers the material requirements for organic mulch materials used in conjunction with turf establishment or erosion control.

MATERIAL REQUIREMENTS:

General: Mulch shall be manufactured so that the materials will remain uniformly suspended in water under agitation and will blend with seeds, fertilizer and other additives for form homogeneous slurry. It shall have the characteristics which, upon hydraulic application, shall form a blotter-like ground coating with moisture absorption and percolation properties and the ability to cover and hold seeds in contact with the soil. Mulch shall contain no growth or germination inhibiting factors.

Type I. Wood Fiber Mulch: Wood Fiber shall be a first generation product manufactured directly from 100 percent wood which has been recovered or diverted from solid waste.

Wood Fiber shall be manufactured from unadulterated wood that is not contaminated with paint, chemicals, non-wood shingles, plastic or other foreign materials. Wood fiber mulch shall not be manufactured exclusively from paper.

Plus tacking agent

Type III. Cellulose and Wood Fiber Blend Much: Cellulose and Wood fiber blend shall be composed of biodegradable recycled 100% wood fibers and recycled paper, phyto-sanitized and free from plastic netting.

Wood fiber 70% Minimum

Paper fiber 30% Maximum

Water Holding Capacity > 1000%

Moisture Content 12% +/- 3

Organic Matter > 93%

Ash Content < 7%

pH Range 5.5 +/- 2

Plus tacking agent

PACKAGING AND LABELING: Mulch shall be supplied in the manufacturer's standard containers, with the name of the material, net weight of contents, the manufacturer's name and the air dry weight of fiber (equivalent to 10% moisture) appearing on each container 50lbs or less.

STORAGE AND HANDLING: Store and handle in compliance with manufacturer's instructions and recommendations. Protect from damage, weather, excessive temperatures and construction operations.

BASIS OF ACCEPTANCE: Mulch will be accepted on the basis of the manufacturer's product label, including methods and rates of applications and material certification indicating compliance with these specifications and any applicable regulatory requirements pertaining to solid waste management.

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BID FORM

COMPANY NAME: _____

TREES ** SHRUBS ** GROUNDCOVER

Species: **PRICE** **PLANTED**

Height: **4' to 5'** **5' to 6'**

CONIFERS

Pine, White	_____	_____
Spruce, Blue	_____	_____
Spruce, Norway	_____	_____

ORNAMENTAL FRUIT TREES

(Low Growing - Assorted, Example, plum, pear, apple etc.) _____

HARDWOODS

Caliper **1 1/2"-2"** **2" - 2 1/2"**

Crimson King	_____	_____
Maple, Red	_____	_____
Maple, Silver	_____	_____
Maple, Sugar	_____	_____
Maple, Variegated	_____	_____
Oak, Red	_____	_____
Weeping Willow	_____	_____
Mountain Ash	_____	_____

continued on next page

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BID FORM

COMPANY NAME: _____

Species:	<i>PRICE PLANTED</i>	
	<i>Height</i>	
	<i>2' - 3'</i>	<i>3' - 4'</i>
SHRUBS		
Barberry	_____	_____
Dogwood	_____	_____
Burning Bush	_____	_____
Lilac, Purple	_____	_____
Lilac, White	_____	_____
Snowball Bush	_____	_____
Spirea White	_____	_____
Privet (Ligustrum)	_____	_____
Dwarf Cedar	_____	_____
Dwarf Spruce	_____	_____
Blackberry Shrub	_____	_____
Blueberry Shrub	_____	_____
Raspberry Shrub	_____	_____

Price for plantings to include one year replacement guarantee.

FERTILIZER and GRASS SEED

20 gal upright 20 gal flat

Watering Bladders for trees: _____ _____

Schedule C - Grass Seed, per spec: _____ per lb.

Schedule D - Grass Seed, per spec: _____ per lb.

- a) Fertilizer, per hundredweight _____ lawn starter application
- b) Fertilizer, per hundredweight _____ late season application
- c) Fertilizer per hundredweight _____ water soluble for hydroseeder

MULCH FOR HYDROSEEDER

Mulch for Hydroseeder _____ 50lb package

Attached Bid Checklist, Signature/Non-Collusive Page, and Iran Notice must be signed to complete the bid.

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BID CHECKLIST

The documents required to complete this bid are indicated below.

(X) Insurance Certificates See Exhibit A, Pages F-G

(X) Iran Notice See Pages 16i – 16j

_____ We have reviewed and have submitted the items required under the Mandatory Submission Requirements.

_____ The Bid Page(s), Signature/Non-Collusive Page, and Iran Notice are completed and included.

_____ Deviations are noted and explained.

_____ Insurance Certificates are enclosed if required.

WAIVER OF IMMUNITY/NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

A. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award nor shall any award be made where 1, 2, and 3 above have not been complied with; provided, however, that in any case the bidder cannot make to foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where 1, 2, and 3 above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publications of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

SIGNATURE PAGE ON REVERSE MUST BE SIGNED TO COMPLETE THE BID

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SIGNATURE PAGE

The undersigned proposes to furnish products or services to specifications included in this bid document, at the price(s) set forth, as required to meet the County's needs. Any deviation to the specifications must be noted on the bid form and fully explained or the deviations will not be considered part of the bid.

Deviations: Yes _____ No _____

By signing below I am certifying that I fully understand the complete requirements of the bid and agree to the non-collusive certification on the reverse of this page and additional documents as specified on the bid checklist. Bidder hereby acknowledges receipt of all addenda pertaining to this bid which are made part of the original bid specifications.

_____ COMPANY NAME

_____ ADDRESS (Principal Office)

_____ CITY, STATE, ZIP CODE

_____ AREA CODE/TELEPHONE NUMBER

_____ FAX NUMBER

_____ AUTHORIZED SIGNATURE

_____ PRINTED NAME

_____ TITLE

_____ DATE

_____ ADDRESS (Local Office)

_____ CITY, STATE, ZIP CODE

_____ AREA CODE/TELEPHONE NUMBER

_____ FAX NUMBER

_____ E-MAIL ADDRESS

Check One: Corporation _____ Partnership _____ Individual _____

Incorporated under the laws of the State of _____

Federal Identification # _____

State if authorized to do business in the State of New York: Yes _____ No _____

Names/Addresses of Partners:

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Iranian Energy Sector Divestment

Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not:

- a. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible Bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a. “By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each Bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the County in writing and shall be a public document.

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Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Bidder cannot make the foregoing certification set forth in Paragraph A above, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name