



**Request for Proposal  
Lawn Mowing and Landscaping  
Services**

**Notice to Bidders:**

Sealed Proposals will be accepted by the Centerville-Washington Park District (Washington Township Park District), **until 4:30 PM, local time, on Thursday, February 20, 2020, at 221 N. Main Street, Centerville, OH 45459**, for all labor, material, and services to perform lawn care services, and all other work as may be necessary to complete the contract in accordance with the plans and specifications. Proposals received after this time will not be accepted.

**Contract Documents** can be found at [www.cwpd.org/about/ongoing-park-projects](http://www.cwpd.org/about/ongoing-park-projects)  
Contact Ken Carter at 937-433-5155 ext. 224, or [kcarter@cwpd.org](mailto:kcarter@cwpd.org) for bid information and or questions. **Instructions to Bidders.** Prevailing wage rates do not apply. The Park District reserves the right to accept or reject any or all proposals; to waive any informalities in the bidding; and to enter into a contract with the bidder who in their consideration offered the lowest and best proposal. The Park District also reserves the right to hold all proposals for sixty (60) days.

**David R. Lee**  
**President, Board of Park Commissioners**

**Legal Advertisement:**

Monday, January 27, 2020

Monday, February 3, 2020

## **Purpose:**

The Centerville-Washington Park District is seeking bid proposals for Lawn Care Services (Turf mowing, trimming, and trash collection) at Park District owned properties (**EXHIBIT A- Bid Proposal Form**). Additional services may include fertilizing, broadleaf weed control, and aeration based on unit prices negotiated outside of the scope of this bid. The successful contractor will enter into a Service Contract (**EXHIBIT B**) for a period of one (1) mowing season, approximately from April 1, 2020 through October 27, 2020, with a renewal option not to exceed 2 additional years.

Materials and workmanship shall conform to the specifications and documents, contained herein. All required traffic control shall conform to the latest edition of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

**Sealed proposals are due at Park Headquarters, 221 N. Main Street, Centerville, Ohio 45459 by 4:30pm, Thursday, February 20, 2020.** Proposals must contain the full name, address, and phone number of the party or parties submitting the proposal. Each bidder must submit evidence of its experience on contracts of similar size and complexity. All work will take place during the 2020 mowing seasons (Typically between April 1, and October 31). Weather conditions will determine specific start and end dates each year. Proposals will be valid for 60 days following submission.

All employees and/or persons performing work under this contract must be 18 years of age or older.

The Park District reserves the right to waive any irregularities and to reject all proposals. Furthermore, when deemed in the best interest of the Park District. The Park District reserves the right to award all or part of the tasks and the parcels to one or more contractors and delete a parcel(s) or a portion of a task or parcel from a contract during the life of said contract.

## **Proposal Evaluation**

Proposal evaluation begins when proposals are delivered and compliance with the Proposal Delivery Requirements, Proposal Content, Attachments, and all other applicable and required sections have been verified. A review Panel that consists of CWPD employees from the Park Operations Department will conduct the evaluation process. The Department utilizes team consensus scoring to rate and evaluate all proposals. Proposals will be evaluated based on the following criteria.

### **1. Responsiveness**

Proposal has been verified, is complete, and has met all delivery requirements.

### **2. References and Project History**

Proposers must provide at least three (3) references for similar customers currently serviced by your company under a comprehensive lawn care and landscaping program. Provide building address, contact name and telephone numbers. Proposers should also include the approximate acreage maintained for each reference listed. Proposers should demonstrate by way of references and detailed project descriptions that they have had a history of successfully completing projects of similar size and scope. Names of all Key Staff must be submitted which includes their years of

experience, employment history, all applicable certifications, and other qualifications pertinent to this contract.

### **3. Vendor Owned Facilities and Equipment**

Proposers must provide a list the major equipment owned/leased by your company that will be used in the performance of the minimum scope of services and work outside of the normal scope of services during the term of the subsequent contract. Include the following at a minimum: Vehicles, mowing equipment, application equipment, and turf management equipment.

### **4. Proposal Cost**

The Proposer submitting the lowest total cost for all sites included on the provided excel pricing document will receive 20 points. When multiplied by a weight of 5 the total score will be 100. The remaining Proposers will receive a percentage of the maximum cost points available (i.e. 100 points) based upon the following formula:

**Cost Proposal Points Calculation = (Lowest Cost Proposal/Proposer's Cost Proposal) x 20 Cost proposal points = Total Score.**

**EXAMPLE COST PROPOSAL CALCULATION:** Proposer A: \$25,000 (Receives all 20 points)  
Proposer B: \$28,000 Proposer C: \$32,000

**Cost Proposal Points= (\$25,000 (Proposer A)/\$28,000 (Proposer B) x 20 points= 17.85 cost proposal points. Multiplied by the weight factor of 5 = a total score of 88.**

**(\$25,000 (Proposer A)/\$32,000 (Proposer C) x 20 points= 15.63 x 5 = a total score of 78.13**

### **5. Past Work Performance**

Bonus points are available based on the past performance of a proposer who has worked for CWPD.

## Mowing and Landscape Services (EXAMPLE)

Company Name: XYZ

Evaluated by: Jane Doe

Criteria	Rating*	Weight	Score
<b>1. Responsiveness</b>			
Compliance with all RFP delivery requirements	3	5	15.00
<b>2. References and project history</b>			
Has a minimum of 3 references of projects of similar scope	5	5	25.00
Has experience working in a public park, or facility	5	5	25.00
BBB Rating	3	3	9.00
Experience of key personnel (experience managing projects of similar scope)	4	4	16.00
<b>3. Facilities and Equipment</b>			
Proposer has adequate equipment for scope of services	4	5	20.00
Vehicles and equipment are in good working condition	3	3	9.00
Company name and logo appear on business, vehicles, and uniforms	3	3	9.00
<b>4. Proposal cost</b>			
Lowest proposal will receive a rating total of 20 points for a score of 100	20	5	100.00
<b>5. Past Performance for CWPD</b>			
Bonus Points for satisfactory performance on past CWPD Projects	4	3	12.00
<b>Experience Score</b>			<b>240.00</b>
<b>Reference Score</b>			<b>54.00</b>
<b>Cumulative Score</b>			<b>294.00</b>

\*0 = Unacceptable (F), 1 = Poor (D), 2 = Fair (C), 3 = Good (B), 4 = Excellent (A), 5 = Superior (A+)

# INSTRUCTIONS TO BIDDERS

## Lawn Care Services 2020

### 1. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS

- A. Bidders are cautioned to review carefully the site and all parts of the Contract Documents made available to each bidder, including, but not limited to, the Notice to Bidders, Instructions to Bidders, Bid Form, Agreement AIA Document A105-2007, with modifications, Supplementary and/or Special Conditions for the Project (if any), Drawings, and Specifications (if any). The Contract Documents, as defined in the Agreement, shall govern the relationship between the successful Bidder and the Owner upon execution of an Agreement by the Owner and the successful Bidder.
- B. No allowance will be made subsequently for any omission, error, or negligence of the Bidder.
- C. All Bidders shall be familiar with the existing conditions, as well as the conditions related to the work, and the fact that a bid is submitted will be construed by the Owner as an agreement by the bidder to carry out the services in full conformance with the Specifications and other Contract Documents, notwithstanding the existing conditions.
- D. In the event of an inconsistency between the Drawings and Specifications or within either document that is not clarified by addenda, the better quality or greater quantity of Work shall be provided in accordance with the Design Professional's interpretation.

### 2. ESTIMATE OF COST

- A. The total estimated cost for the base bid work for the bid package for which bids are being solicited is \$ 60,000.00

### 3. PREPARATION OF BIDS

- A. All bids shall include the following documents:
  - 1. The **Bid Form** furnished with the Contract Documents
  - 2. Affidavit as to Personal Property Taxes (See Section 3.H); and,
  - 4. ORC 3517.13 Certification (See Section 3.I);
  - 5. Certificate of Liability Insurance
  - 6. References
- B. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
- C. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity or quality of the Work to be performed.

- D. Each Bidder shall submit one (1) copy of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- E. Each Bid shall be enclosed in a sealed opaque envelope with the Bidder's name, title of the Project and addressed as follows: **Lawn Care Services 2020**, 221 N. Main Street, Centerville, OH 45459. Bids must be received at the designated location for the bid opening before **4:30 p.m. on Thursday, February 20, 2020**. If the bid is delivered by other than personal delivery, it shall be enclosed in a separate envelope with the notation **"SEALED PROPOSAL ENCLOSED FOR Lawn Care Services 2020"**; on the face of the envelope with the date and time Proposal Deadline noted.
- F. The Bidder shall take the following precautions in preparing its bid:
1. Sign the bid and check to insure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Item E above) have been included in a sealed opaque envelope addressed as described in Item E above.
  2. When the Bid Form includes one or more Alternate items under a bid category, indicate whether the sum stated for each Alternate item is an addition or deduction to the base bid amount. If a Bidder inserts "0" or "\$0" or "Zero" or "N/A" in an Alternate blank, it will be assumed that the Bidder will provide the specified work or item covered by that Alternate for no additional cost. If the Bidder inserts "no bid" or leaves the Alternate blank, it will be assumed that the Bidder is not including the work covered by this Alternate in its bid. If the Bidder inserts an amount in the Alternate blank, without indicating whether it is an addition or deduction to the base bid amount, it will be assumed that the amount is an addition, unless the Bid Form clearly indicates that it is a deduct item only.
  3. When the Bid Form provides for quoting a unit price, the Bidder should insert the unit prices requested. Unit prices will not be used to determine the lowest and best bidder.
  4. Combination Bids. The Owner may provide the option of submitting a combination bid on the Bid Form.
    - (a) When there is an option for submitting a combination bid on the Bid Form, a bidder desiring to submit a combination bid for two or more bid packages shall include both of the following on the Bid Form:
      - (1) **The combination bid amount in the space provided, identifying the bid packages included in the combination bid amount; AND**
      - (2) **Separate base bids for each bid package, including alternates, included in the combination bid in the places provided on the Bid Form for the individual bid packages.**
- NOTE: The individual cost amounts of each base bid need not total the combination bid amount.**

- G. The Bidder assumes full responsibility for timely delivery of the Bid Form to the location designated for receipt of bids. Any bid received after the time and date designated for receipt of bids will be returned unopened.
- H. Affidavit as to Personal Property Taxes. The Bidder shall submit with its bid an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the form of the affidavit is included in the Contract Documents.
- I. ORC 3517.13 Certification. The Bidder shall submit with its bid a fully complete ORC 3517.13 Certification. A copy of the form of the ORC 3517.13 Certification is included in the Contract Documents.

#### 4. **METHOD OF AWARD**

- A. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening. If applicable, the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
- B. The Owner reserves the right, in its sole discretion, to reject any, part of any, or all bids and to waive any informalities and irregularities at any time prior to execution of the contract by the Owner. Each Bidder expressly acknowledges this right of the Owner to reject any or all bids, or to reject any incomplete or irregular bid. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages at its sole discretion. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- C. Determination of whether a Bid is Responsive. Before evaluating whether the Bidder has submitted the lowest and best bid for the specified work, the Owner will review the bid submitted to determine whether it is responsive. A bid is responsive that includes a properly completed bid form, covers the specified scope of work, and is accompanied by an acceptable form of bid guaranty. A bid must be responsive before the Owner will evaluate whether the Bidder has submitted the lowest and best bid for the work. Examples of non-responsiveness, which would result in a bid not being accepted and reviewed, include (but are not limited to) the following: failure to sign the bid form, failure to acknowledge an addendum that addresses the bid amount, failure to sign the bid guaranty, failure to provide a form of bid guaranty permitted by the Ohio Revised Code, failure to use the bid form included in the Project Manual provided to bidders, failure to include a bid amount for an Alternate selected by the Owner, or failure to include a unit price or allowance requested on the Bid Form. If a bid is determined to be not responsive, it will be returned to the Bidder and will not be considered by the Owner.
- D. Determination of Lowest and Best Bid. Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest and best bid, taking into consideration accepted alternates. The Owner, in its sole discretion, shall determine whether a bid is responsive to the specifications or a bidder is the best to provide the specified work. In evaluating bids, the Owner shall consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternatives and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of suppliers and distributors. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidders, proposed distributors and material suppliers, and



other persons and organizations to do the Work in accordance with the Contract Documents to the Owner's satisfaction within the prescribed time. The Owner reserves the right to reject the bid of any Bidder that does not pass the evaluation to the Owner's satisfaction. The factors to be considered by the Owner in making its determination as to whether the Bidder is the best bidder, include the following as the Owner, in its discretion, deems appropriate and may give such weight thereto as it deems appropriate:

- a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder is the best bidder to perform the specified work.

The Owner will consider the Bidder's prior experience on other projects with the Owner and Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals (and construction managers) to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, brings an action against any of such owners or design professionals (or construction manager) or the employees of any of them as a result of or related to such candid evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals (and construction managers), and the employees of each of them for all legal fees and expenses incurred by them related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety;
- c. The Bidder's prior experience with similar work on comparable or more complex projects; the Bidder should be in the business and regularly engaged in the type of construction specified for the bid package for which it submits a bid for a minimum period of five (5) years and be properly licensed in the jurisdiction where the Project is constructed;
- d. The Bidder's prior history for the successful and timely completion of projects;
- e. The Bidder's equipment and facilities;
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time, and the Bidder's in-house design professional or consultant for completing the design of the project for installation, including systems, and stamping drawings needed to submit for plan approvals and building permits, if applicable.
- g. The Bidder's prior experience on other projects of the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner and/or Design Professional;

- h. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act;
  - i. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings for recovery as defined in Ohio Revised Code Section 7.24;
  - j. The Owner's prior experience with the Bidder's surety;
  - k. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the specifications for the Work; and/or
  - l. The foregoing information with respect to each of the Subcontractors which the Contractor intends to use on the Project.
- E. Within three (3) business days after receipt of the bids, the apparent low Bidder, if requested by the Design Professional or Owner, will complete and submit to the Architect AIA Document A305, Contractor Qualifications Statement, and the information required by the supplement to AIA Document A305, which is included in the Project Manual, and thereafter provide the Design Professional or Owner promptly with such additional information as the Design Professional or Owner may request regarding the Bidder's qualifications and ability to perform the specified work. Additionally, upon request from the Design Professional or owner, any other Bidder will promptly complete and submit to the Architect AIA Document A305, Contractor Qualifications Statement and the information required by the supplement to AIA Document A305, which is included in the Project Manual, and such additional information as the Design Professional or Owner may request regarding the Bidder's qualifications and ability to perform the specified work. A Bidder shall submit any requested information within three (3) business days of the date on the request.
- F. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder for the specified work.
- G. By submitting its bid, the Bidder agrees that the Owner's determination of a bid's responsiveness or a bidder's qualifications and ability to perform the specified work shall be final and conclusive, and that if the Bidder or any person challenges such determination in any legal proceeding and is not successful, the Bidder shall reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the costs of collection.
- H. Within three (3) business days of receipt of the bids or such longer time as may be permitted in writing by the Design Professional or Owner, the apparent low Bidder shall submit the following:
- a. The list of all proposed Subcontractors and vendors.
  - b. Surety Certificate of Compliance showing the authority of the company to conduct business in Ohio.
  - d. Certificate of Insurance.
- I. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
- J. The Owner reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

## 5. ALTERNATES

- A. The Owner may request bids on alternates. If the Owner requests bids on alternates, the bidder should include the cost of the alternates requested on its Bid Form. Failure to include a cost, credit, or “no cost” entry in the blank on the Bid Form for an alternate may render a bid non-responsive if the Owner selects that alternate at the time it awards the contract. Selection of alternates is at the sole discretion of the Owner and may affect who is the apparent low bidder.
- B. A Voluntary Alternate Bid (or Voluntary Alternate) is an amount proposed by the Bidder for alternative materials, products, or equipment not described in the Bid Documents or otherwise approved as a substitution as identified under Section 7. A Voluntary Alternate must be submitted to the Design Professional for review prior to submittal of the Bid through the process described in Section 7. A contract will not be awarded on the basis of a voluntary alternate included with the Bid Form that has not been submitted to the Design Professional for review and a decision within the time period stated in Section 7. The Design Professional’s decision to accept or not to accept a proposed Voluntary Alternate shall be final.
- B. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A bidder's failure to include in its Bid Form the cost of an alternate selected by the Owner and applicable to the bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. If the Owner does not select the alternate, the failure to include the cost of an alternate will not be deemed material.
- C. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility in building the Project with the funds that are available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands and acknowledges that the award to the lowest and best Bidder will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.
- D. If, during the progress of the Work, the Owner desires to reinstate any alternate not included in the contract, the Owner reserves the right to reinstate the alternate at the price bid by the contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the contractor additional expense.

## **6. UNIT PRICES**

- A. Where unit prices are requested in the Bid Proposal Form for a Prime Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Agreement, unless the Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.
- B. Requested unit prices will not be considered in the award and determination of the lowest and best bid.

- C. Failure to include unit prices requested on the Bid Form may render the bid non-responsive and be a basis for rejection of the bid by the Owner.

## 7. **ADDENDA**

- A. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
- B. Any explanation, interpretation, correction, or modification of the Bid Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall **NOT** be legally binding. All Addenda shall become a part of the Contract Documents.
- C. Contractors shall submit written questions to the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
- D. Copies of each Addendum will be sent only to the Contractors to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
- E. If a Bidder fails to indicate receipt of all Addenda issued by the Design Professional on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
  - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
  - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

## 8. **INTERPRETATION**

- A. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Specifications or Contract Documents, it may submit a written request for an interpretation thereof to the Design Professional or to the Owner if there is no Design Professional for the Project.

Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional and/or the Owner, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.

- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- C. Bidders are responsible for notifying the Design Professional in a timely manner of any ambiguities, inconsistencies, errors or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

**9. TAX STATUS**

- A. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

**10. PREVAILING WAGE**

- A. Prevailing wage rates do not apply for this project.

**11. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES**

- A. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.
- B. By submitting its bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the Bidder a competitive advantage will be final and conclusive; and (ii) the Bidder will pay the Owner's attorneys' and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

**12. MODIFICATION/WITHDRAWAL OF BIDS**

- A. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner, attention of the Development Manager, at the Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Development Manager prior to the bid deadline. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- B. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline established in the Notice to Bidders. The request to withdraw shall be made in writing and submitted to the Owner, attention of the Development Manager, at the Owner's address. The request for withdrawal must be received by the Development Manager prior to the time of the bid opening.
- C. Withdrawal after Bid Deadline.

- (1) All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may request withdrawal its bid from consideration after the bid deadline when all of the following apply:
  - (a) the price bid was substantially lower than the other bids;
  - (b) the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
  - (c) the bid was submitted in good faith;
  - (d) the Bidder provides written notice to the Owner, to the attention of the Development Manager, within two (2) business days after the bid opening for which the right to withdraw is claimed.
- (2) No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
- (3) If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

### **13. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION**

- A. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful bidder(s) shall include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national origin in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
- B. The contract document to be executed by the successful Bidder contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

### **END OF INSTRUCTIONS TO BIDDERS**

# PERFORMANCE SPECIFICATIONS

## Lawn Care Services 2020

1. **AUTHORIZED HOURS OF WORK**– Unless otherwise noted, work performed within this contract start date will be from Monday, April 1 to Sunday, October 27 (30 weeks). Work may be performed Monday through Saturday, excluding holidays, between the hours of 8:00 A.M. and 7 P.M. (Some restrictions may apply).
  - a. A mowing schedule will be developed and mutually agreed upon to achieve the Park District’s (PD) goals for maintaining turf areas covered under this contract. While it may be acceptable during the spring and fall to establish a ‘typical’ day to mow, cutting height, not “typical” day, shall be the determining factor in the frequency of mowing.
  - b. **Notification:** Contractors will be required to provide 24 hour advanced notification prior to mowing each week. Notification can be made by telephone or e-mail at least 24 hours prior to mowing of parcels. The Contractor may be instructed by the PD to delay mowing due to weather, park programs, or other. Both telephone and e-mail are available for messages 24 hours a day, seven days a week. Reported information shall include contractors name, park/parcel name(s) and location(s), and date(s) planned for mowing within the time stated above. Unless otherwise advised by the PD (within 24 hours of said notification), the Contractor may proceed with the planned mowing.
  - c. **REPORTING** - Contractor shall be required to notify the PD by telephone or e-mail within 24 hours of completion of mowing. The Contractor shall supply the date, their name, park or location of area(s) mowed. Both telephone and e-mail are available for messages 24 hours a day, seven days a week. All reported work will be compared to submitted invoices. Invoices submitted must match reported work in order to be paid. **Failure to report work in the specified time may result in non-payment. Contractors are also required to report any additional park related safety concerns that are encountered during their visits within 24hrs.**
2. **SAFETY AND TRAFFIC CONTROL** - Mowing and lawn care equipment traversing city streets and park property shall be properly licensed and equipped with appropriate warning signs and lights. Said equipment shall be operated in a manner consistent with local laws and safety standards. Traffic control devices posted at worksites shall conform to the current Ohio Manual of Uniform Traffic Control Devices (OMUTCD) standards. Signs shall be new or in like new condition. Typical signs should include ‘WORKERS AHEAD’, ‘MOWING CREW AHEAD’ or ‘ROAD WORK AHEAD’. At no time should it be deemed necessary to close a traveled lane. The Contractor is directed to (legally) park trucks and trailers along park property and avoid conflicts with private property. Special attention shall be given to the high vehicular and pedestrian traffic on many job sites. All necessary precautions shall be taken for safety.

- a. **All personnel working on medians or along roadsides (within public right of way) as well as on PD property shall wear a Class II reflective safety vest and other appropriate personal protective equipment (PPE) at all times.** Violation of safety standards – whether traffic control or PPE - may be result in a penalty being imposed or termination of the contract.
  
3. **TRASH & DEBRIS CLEAN-UP – Prior to every mowing service-** The entire park including the perimeter boundary shall be visually inspected for trash, litter, debris, sticks, or other hazards. The P.D. shall be immediately notified about all hazards found or encountered while mowing a park. All trash, debris, sticks etc. shall be collected and removed entirely from the park/parcel. All trash receptacles shall be checked and liners replaced when level exceeds half full. It is the contractor’s responsibility to dispose of all trash, sticks, and debris in a proper manner. Access to the Park Districts dumpsters will be authorized for the sole use of disposing trash and debris removed from park property. Small sticks, limbs and branches may be placed in wooded areas owned by the PD, or mutually agreed upon location. Any material found dumped by the contractor or their employees, other than from park property, may result in termination of the contract.
  
4. **CUTTING HEIGHT**
  - a. Minimum cutting height shall be 3.0 inches, unless otherwise specified.
  
  - b. Grass SHALL NOT be cut before the overall height reaches 5 inches and SHALL BE cut before reaching 6 inches in height.
  
  - c. Unless otherwise specified, the Contractor will be required to cut turf areas once every 7- calendar days, following the guidelines stated above.
  
5. **MOWING PRACTICES**
  - a. **EQUIPMENT** - All mowing equipment shall be kept in good working condition. Mower blades must be sharp and adjusted properly to assure a clean, uniform cut. Properly sized equipment shall be used as dictated by the site requirements so that all contract quality requirements are fulfilled.
  
  - b. **HEIGHT** - Cutting height shall be adjusted and performed to prevent scalping. Ground speed at which mowing shall be performed shall allow for all grass blades to be cut and prevent excessive bouncing of the mower deck thereby bending over grass blades and resulting in missed or uneven cutting of grass blades.
  
6. **DIRECTION** - Where applicable mowing direction shall change with each cutting (i.e. North - South one time, then East - West the next time).
  
7. **DAMAGE PREVENTION** - Mowing shall be performed in a manner that prevents tire ruts both in the lawn areas and in all landscape beds. Similarly damage to lamp posts, sign posts, flowers, trees and



shrubs shall also be prevented (e.g. flower beds shall not be scalped by the mowing operation; mowers and string trimmers shall not be allowed to chip paint or damage park amenities). Trees and other plants shall not be bumped or damaged while performing services. The presence of tire ruts and/ or damage to landscape beds and plant material following mowing or other work will be the Contractor's responsibility to repair to the satisfaction of the PD. The contractor shall be responsible for any damage to sign posts, lampposts, and adjacent private property during the mowing process. Repeated requests by the PD to the Contractor to stop damage or tire ruts may result in a penalty (i.e. payment reductions), or termination of contract.

8. CLUMPS AND CLIPPINGS - There shall be no clumps of grass or other debris left visible on the surface of the lawn after mowing. All clumps must be broken up and distributed evenly across the lawn. No grass clippings or debris shall be discharged into any flowerbed, mulch bed or ornamental planting area. No grass clippings or debris shall be left on the street, curb, sidewalk, or any other paved surface (rear discharge, mulching, or recycle decks are recommended).
9. PARK VISITORS- WITHOUT EXCEPTION, mowing shall be postponed or stopped, at any time someone is observed in a park. Mowing may continue as long as the mowers are equipped with rear discharge mowing decks, AND mowers stay a minimum of 75 feet from all park visitors.
10. Professional Appearance and Conduct- All contracted employees will be dressed appropriately (Company Shirt w/logo, shorts, pants, hat, PPE) and will conduct themselves in a professional manner at all times while on park property. All questions and concerns from a park neighbors or visitors will be directed to the Park District Headquarters, or owner's representative. Violation of this requirement or professional miss-conduct may result in the termination of this contract.
11. TRIMMING - Trimming of grass and other vegetation shall be performed with each mowing around all upright objects (playgrounds, fire hydrants, trees, landscape beds, signs, poles, etc.) and along all curb and sidewalk to maintain a **uniform height** with cut areas. **Trimming along the curb, sidewalk, and other paved surfaces shall be squared off at a 90-degree angle – no beveled edges. Care shall be taken to prevent scalping of the lawn areas during the trimming process.** Repeated requests by the PD to the Contractor to correct improper trimming practices may result in a penalty (i.e. payment reductions), or termination of contract.

## END OF PERFORMANCE SPECIFICATIONS

## Bid Proposal Form

The area (acres) listed for each park is an estimate of the turf areas only. Bidders are encouraged to conduct their own site evaluation prior to submitting their bid proposal to verify quantities for themselves. Bidders are invited to contact the Park District representative for questions regarding the park areas, or specifications for this proposal.

**Instructions for completing Bid Proposal Form (EXHIBIT A): (A separate, fillable, spreadsheet has been provided as a supplemental document to aid you with preparing the Bid Proposal form. A copy of this form may be attached to your bid, in lieu of hand writing unit and extending pricing.)**

Enter a whole dollar amount in **Column (A)**, for the cost to complete the Lawn Care Services (as specified above) one (1) time for each park location. Provide an extended cost **Column B** for the cost to provide the same services 1-time a week for 30 weeks. Provide a Sum-Total at the bottom of each Column.

### BID Proposal Form

1.01 BID SUBMITTED BY:

\_\_\_\_\_ (Proposer)

DATED: \_\_\_\_\_

1.02 DELIVER TO:

Centerville-Washington Park District (Washington Township Park District)  
221 N. Main Street  
Centerville, Ohio 45459

1.03 Having viewed the Drawings and read the Specifications for the Project entitled:

**Lawn Care Services 2020**

and having also received, read and taken into account the following Addenda:

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

Addendum No. \_\_\_\_\_, dated \_\_\_\_\_;

and likewise having inspected the site and the conditions affecting and governing the Project and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications (if any) and/or as shown on the said Drawings for all work

necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications (if any) and Drawings.

- 1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice, Instructions to Bidders, Bid Form, Contractor's Affidavit (ORC 5719.042), Agreement (AIA A105-2007 edition) (as modified), Project Specifications (if any), the Project Schedule (if any) and the ORC 3517.13 Certification. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
- 1.05 **COMPLETION OF WORK:** In submitting a bid, the undersigned agrees to execute the Agreement in the form included in the Contract Documents and to substantially complete its work as required by the Contract Documents.
- 1.06 **BID:** All items of work for the contracts listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted.
- 1.07 **INSTRUCTIONS FOR SIGNING**
- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
  - B. The person signing for a partnership must be a partner or his authorized representative.
  - C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
  - D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.
- 1.08 **BIDDER CERTIFICATIONS.** The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:
- 1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
  - 2. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
  - 3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
  - 4. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to

any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in the Bidder's Affidavit are true and correct, to the best of the Bidder's knowledge and information.

5. The Bidder will execute the Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner as provided in the Instructions to Bidders.
6. The Bidder certifies that the upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
7. The Bidder agrees to furnish any information requested by the Design Professional, Owner or the Owner's authorized representative to evaluate that the Bidder is responsible and that the bid is responsive to the specifications.
8. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

NOTE: The Bidder should review the Contract Documents and the site and conditions under which the Work will be performed so that they can give the acknowledgments contained above.

1.09 **Company Profile:**

Number of years in business: \_\_\_\_\_

Number of Full-Time Employees: \_\_\_\_\_

Total Sales:

2019 \_\_\_\_\_

2018 \_\_\_\_\_

2017 \_\_\_\_\_

Relevant Equipment Owned: (Attach additional sheets if needed)

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1.10 **References: (Provide a minimum of three)**

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date/type of service: \_\_\_\_\_

Email: \_\_\_\_\_

2. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date/type of service: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Date/type of service: \_\_\_\_\_  
Email: \_\_\_\_\_

LEGAL COMPANY NAME OF PROPOSER: \_\_\_\_\_

NAME OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

\_\_\_\_\_  
(print)

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ PHONE: \_\_\_\_\_

\_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

FEDERAL TAX ID NO. \_\_\_\_\_

DATE SIGNED \_\_\_\_\_

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

\_\_\_\_\_

Name

Address

\_\_\_\_\_

Name

Address

**END OF BID PROPOSAL FORM**

**EXHIBIT A: Bid Proposal Form:** (A separate, fillable, spreadsheet is provided as a supplemental document to aid you with preparing the Bid Proposal Form).

Bid Proposal Form- Exhibit A						
2020	Lawn Mowing and Landscaping Services Bid Sheet			Column A		Column B
Park	Address	Acres	\$ Unit Cost (1-time/week)	Weeks	Extended Cost	
<b>North East</b>						
Hithergreen	5900 Hithergreen Drive	7.00		30.00	\$	30.00
Forest Walk - Lower	7570 Forest Brook Boulevard	1.00		30.00	\$	30.00
Forest Walk - Upper	1193 Deer Run Road	1.00		30.00	\$	30.00
Black Oak	1552 Ambridge Road, 7766 Bigger Road	1.50		30.00	\$	30.00
Black Oak East	7835 John Elwood Drive	0.50		30.00	\$	30.00
Alex-Bell Frontage	650-672 E. Alex-Bell Rd. (St. Rt. 725)	0.50		30.00	\$	30.00
<b>North West</b>						
Donnybrook	6161 Donnybrook Drive	1.00		30.00	\$	30.00
Grant- Normandy - T	Paragon Rd. & Normay Ridge Rd.	0.50		30.00	\$	30.00
Grant's Ridge	Grant's Ridge Cir.	0.50		30.00	\$	30.00
Huffman	1616 W. Alex-Bell Road	0.50		30.00	\$	30.00
Brittany Hills	5825 Batsford Drive	2.30		30.00	\$	30.00
Little Woods	Far Hills Avenue and Colonial Lane	1.00		30.00	\$	30.00
Rahn	223 W. Rahn Road	1.00		30.00	\$	30.00
Old lane	500 Druewood Lane	4.00		30.00	\$	30.00
Woodbourne Green	W. Whipp Road at Paddington Road	0.25		30.00	\$	30.00
Woodbourne Springs	220 W. Whipp Road	1.00		30.00	\$	30.00
<b>South East</b>						
Beechwood Springs (Spring Valley side)		0.50		30.00	\$	30.00
Beechwood Springs (Quiet Brook side)	1141 Quiet Brook Trail	2.80		30.00	\$	30.00
Big Bend	1328 Spring Ash Drive	1.00		30.00	\$	30.00
Bill Yeck - McGuffey Meadow	7893 Wilmington-Dayton Rd.	1.00		30.00	\$	30.00
Bill Yeck - Brainard Woods	between 1300 & 1310 Brainard Woods Dr.	0.50		30.00	\$	30.00
ParkHaven	8701 Parkhaven Point	2.00		30.00	\$	30.00
Bill Yeck - Rooks Mill Rd.	8798 Rooks Mill Ln	0.50		30.00	\$	30.00
Cherry Hill	10244 Cherry Tree Terrace	5.60		30.00	\$	30.00
Little Mound	9490 Still Meadow Lane	4.80		30.00	\$	30.00
Nutt Woods	10188 Ashpark Court	0.75		30.00	\$	30.00
Willowbrook North	10111 Park Edge Dr.	1.50		30.00	\$	30.00
Willowbrook	10225 Park Edge Drive	3.10		30.00	\$	30.00
Willowbrook West	10140 Atchison Rd.	0.50		30.00	\$	30.00
Watkins Glen - East	825 Watkins Glen Drive	2.40		30.00	\$	30.00
Watkins Glen - West	Country Creek Way	4.50		30.00	\$	30.00
<b>South West</b>						
Weatherstone	10998 Pennfield Road	4.80		30.00	\$	30.00
Divided Ridge	347 Beck Drive	1.50		30.00	\$	30.00
Stansel	1304 Sarah Freeman Drive	3.00		30.00	\$	30.00
Waterbury Woods	1250 W. Social Row Road	5.10		30.00	\$	30.00
Fence Row	1650 Haley Drive	2.00		30.00	\$	30.00
Hole's Creek Wetland	8875 Yankee Street	1.00		30.00	\$	30.00
Silvercreek	9369 Yankee Street	1.00		30.00	\$	30.00
Trailways	1165 W. Spring Valley Pike	0.50		30.00	\$	30.00
<b>Total</b>		73.90	\$	-		\$ 1,170.00

**EXHIBIT B: Service Contract**

**AGREEMENT: LAWN CARE  
SERVICES 2020**

**BETWEEN**

Centerville-Washington Park  
District

**AND  
(TBD)**

This Agreement is hereby made and entered into this day [Click here to enter a date](#) by and between the Centerville-Washington Park District (hereinafter referred to as “Park District”) and [Click here to enter company](#). (Hereinafter referred to as [Click here to enter company abbreviation](#)).

**A. PURPOSE**

The purpose of this Agreement is to formalize and expand a framework of cooperation between the Park District and [Click here to enter company](#).

**B. SCOPE.**

- a. **Per Specifications:**
- b. **[Click here to enter text](#).**
- c. All disturbed areas must be repaired to original or like new condition.

**C. INSURANCE REQUIREMENTS.** During the term of this Agreement, [Click here to enter company abbrev.](#) shall procure and maintain the following insurance coverage:

- a. Adequate Workers’ Compensation insurance covering [Click here to enter company abbrev.](#) employees.
- b. Comprehensive general liability insurance providing coverage with maximum limits of liability of not less than \$1,000,000 for bodily injury to one person, \$3,000,000 for bodily injury to any group of persons as a result of one accident and \$500,000 for property damage.
- c. Vehicle liability and collision coverage with maximum limits of liability of not less than \$1,000,000 for bodily injury to one person, \$3,000,000 for bodily injury to any group of persons as a result of one accident .

All such insurance required hereunder shall be written by a company of recognized financial standing acceptable to the Park District, which is authorized to do an insurance business in the



State of Ohio, and every policy evidencing such insurance shall name the Park District as additional insured thereunder as its interest may appear.

Prior to the commencement of the term of this Agreement, [Click here to enter text.](#) shall deliver to the Park District certificates of the insurance required to be maintained hereunder.

[Click here to enter text.](#) shall also deliver to the Park District at least ten (10) days prior to the expiration date of such policy or policies (or of any renewal policy or policies), certificates for the renewal policies of such insurance.

#### **D. TERM AND TERMINATION.**

- a. This Agreement shall continue uninterrupted until terminated as provided herein.
- b. This Agreement may be terminated in the following ways:
  - i. Without Cause. Either party may terminate this Agreement without cause by providing the other party thirty (30) days written notice.
  - ii. With Cause. This Agreement may be terminated immediately with cause upon the occurrence of any of the following events:
    1. [Click here to enter text.](#) fails to maintain the insurance required by Section D of this Agreement;
    2. The Park District breaches its obligations set forth in Section C and fails to cure such breach within five (5) business days after receipt of written notice thereof.
    3. [Click here to enter text.](#) breaches its obligations set forth in Section C and fails to cure such breach within five (5) business days after receipt of written notice thereof.

#### **E. INDEMNIFICATION**

[Click here to enter text.](#) shall indemnify and hold harmless the Park District from and against any and all loss, damage, expense, liability, demand, and cause of action, and any expense incidental to the defense thereof by the Park District, resulting from injury or death of persons, or damage to property, occurring as a result of the scope of this agreement.

#### **F. MISCELLANEOUS: IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- a. Unless otherwise noted, The Park District shall be notified at least 3 days in advance of the start of the project.
- b. A mutually agreed work schedule including start and completion dates will be established.
- c. This Agreement has been made pursuant to and shall be construed under the laws of the State of Ohio.

**The Park District and Click here to enter text. have hereunto set their names on the day and year written above.**

**Centerville-Washington Park District**

Name of Authorized Agent: \_\_\_\_\_

Title of Authorized Agent:\_\_\_\_\_

Signature: \_\_\_\_\_

**Contractor: Click here to enter text.**

Name of Authorized Agent: Click here to enter text.

Title of Authorized Agent:Click here to enter text.

Signature: \_\_\_\_\_

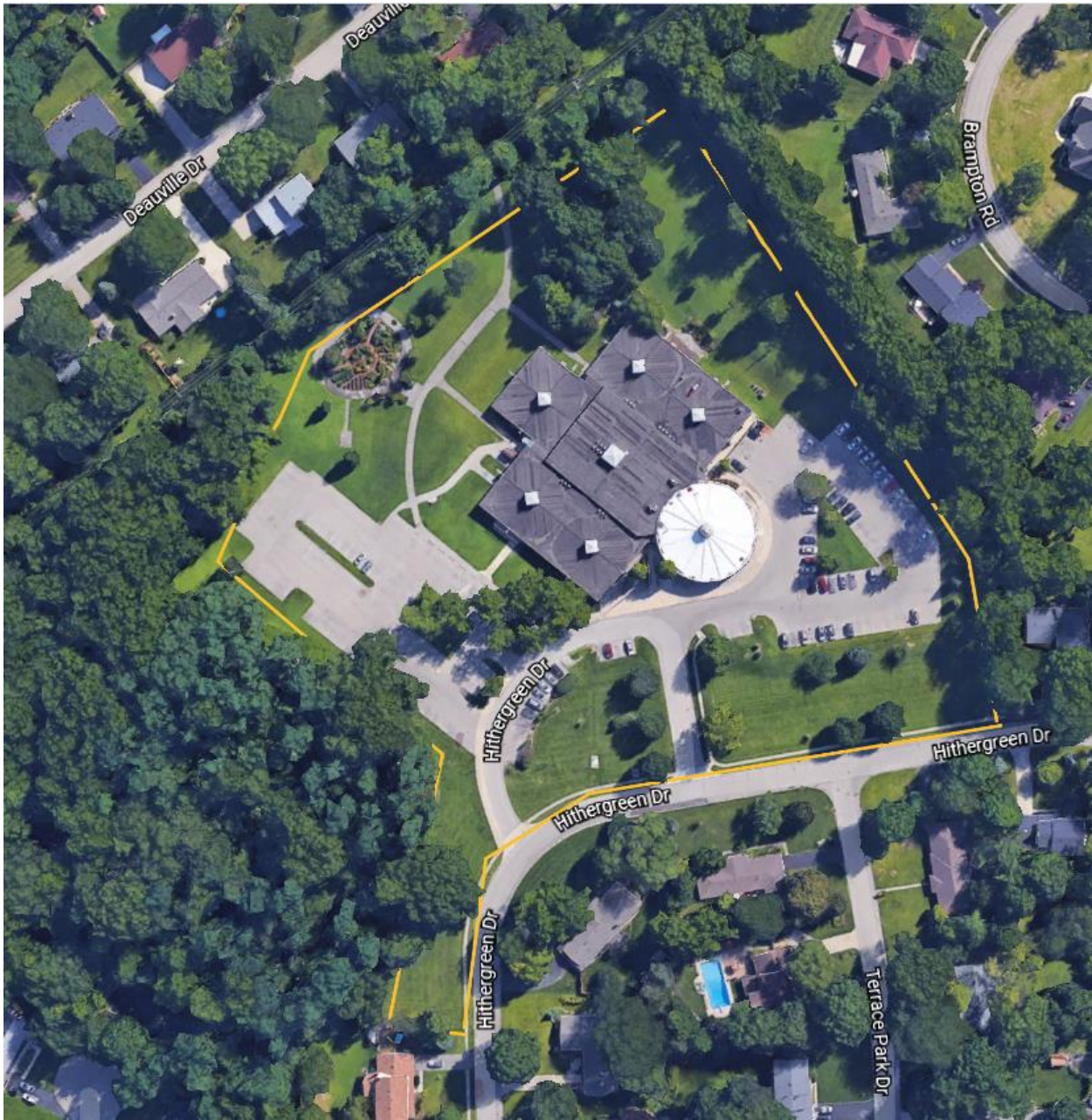
END OF SERVICE CONTRACT

**EXHIBIT- C (PARK MAPS- In order that they appear on Bid Form)**

**(North East Zone)**

**Hithergreen Park: 5900 Hithergreen Drive**

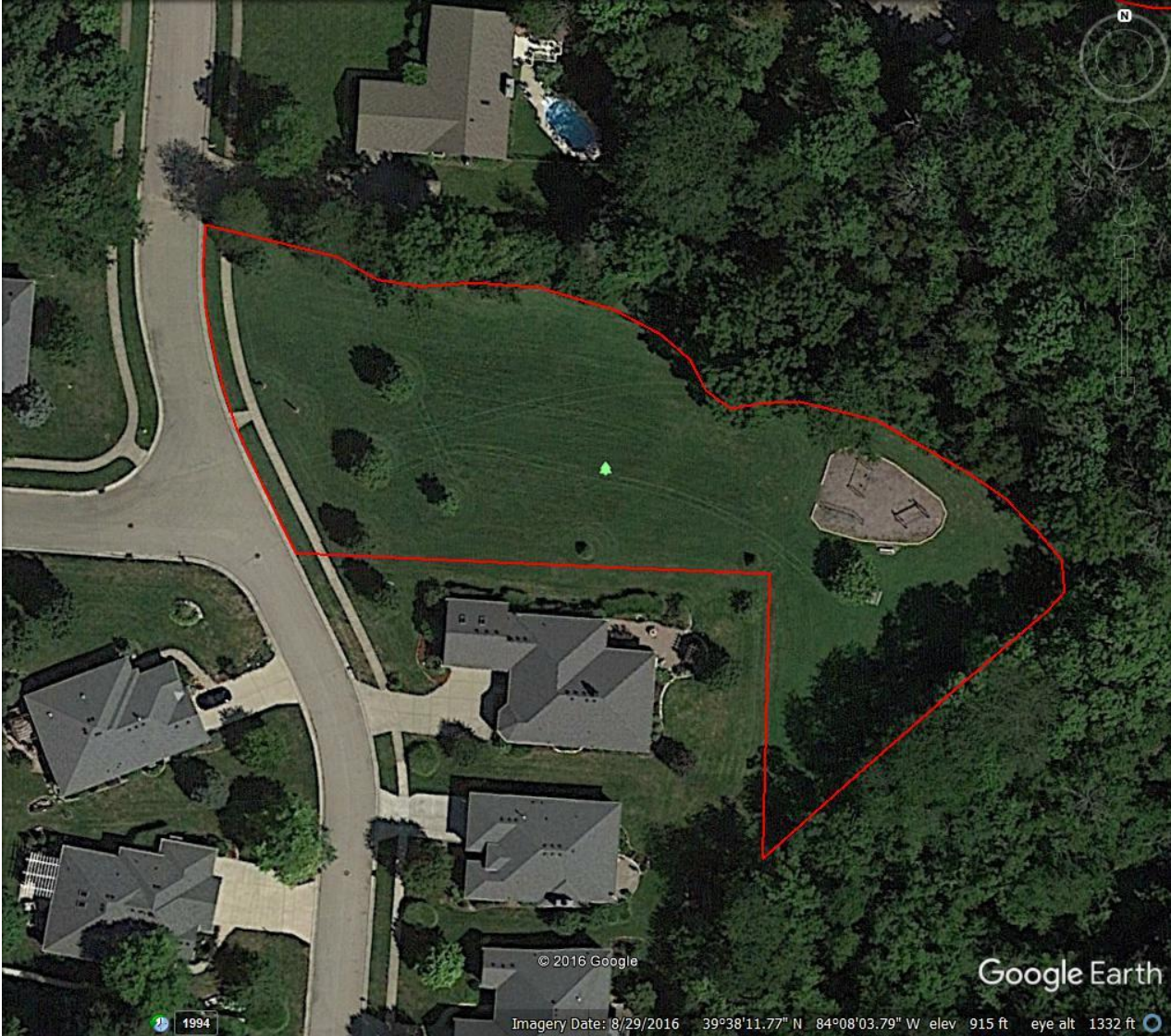
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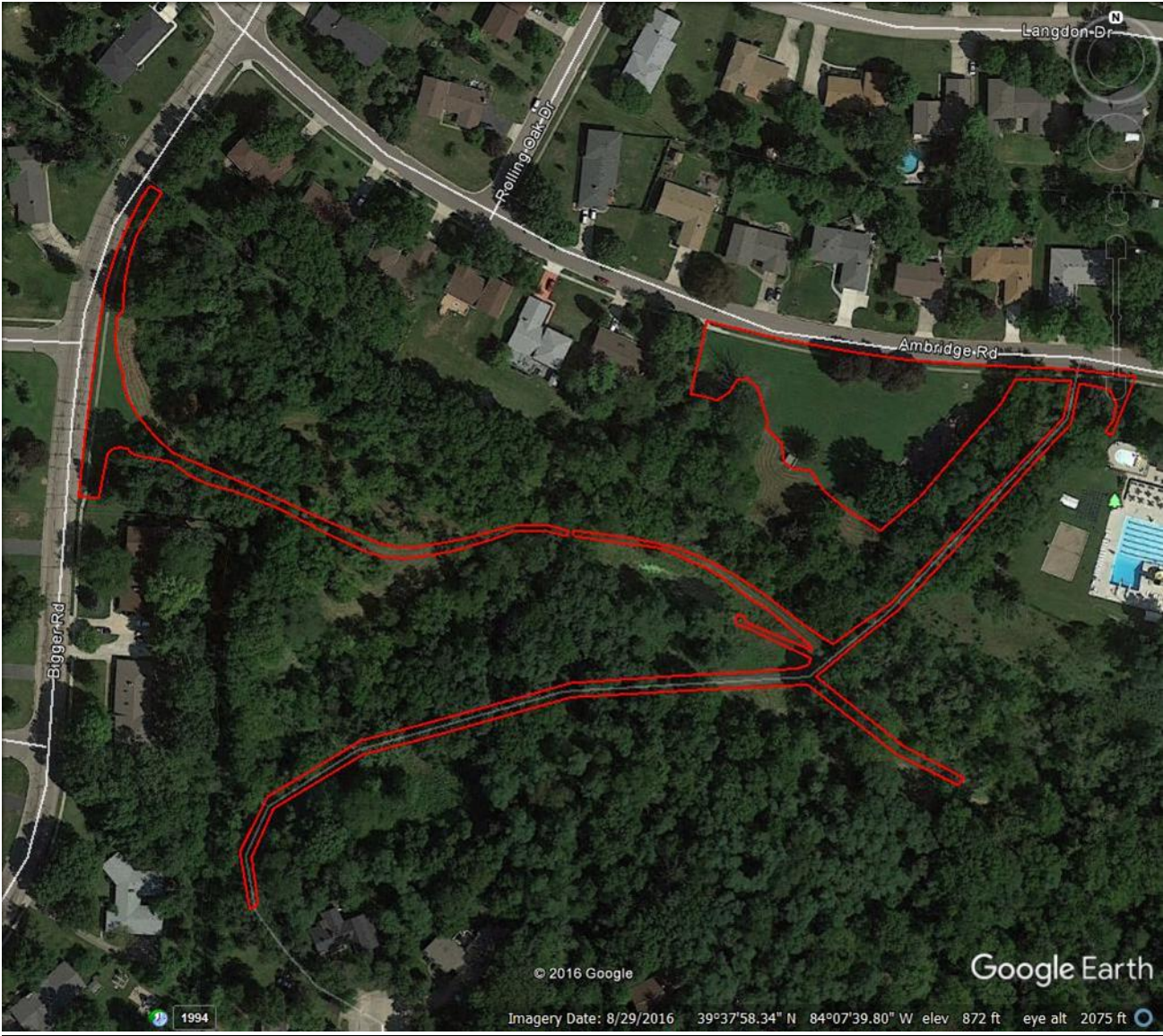
**Forest Walk (Lower): 7570 Forest Brook Boulevard**



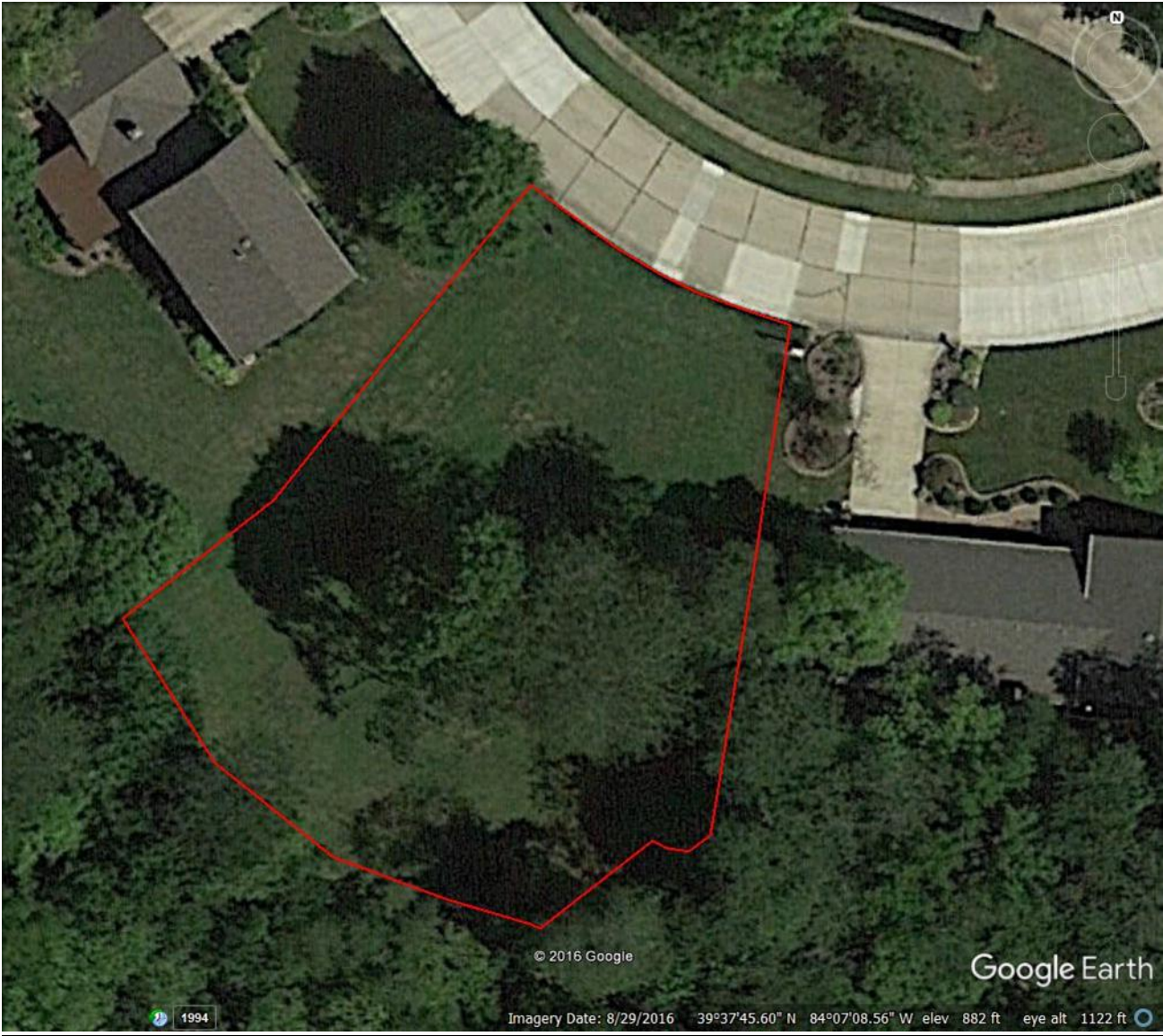
**Forest Walk Park (Upper): 7570 Forest Brook Boulevard**



**Black Oak Park: 1552 Ambridge Road / 7766 Bigger Road**



**Black Oak East Park: 7835 John Elwood Drive**



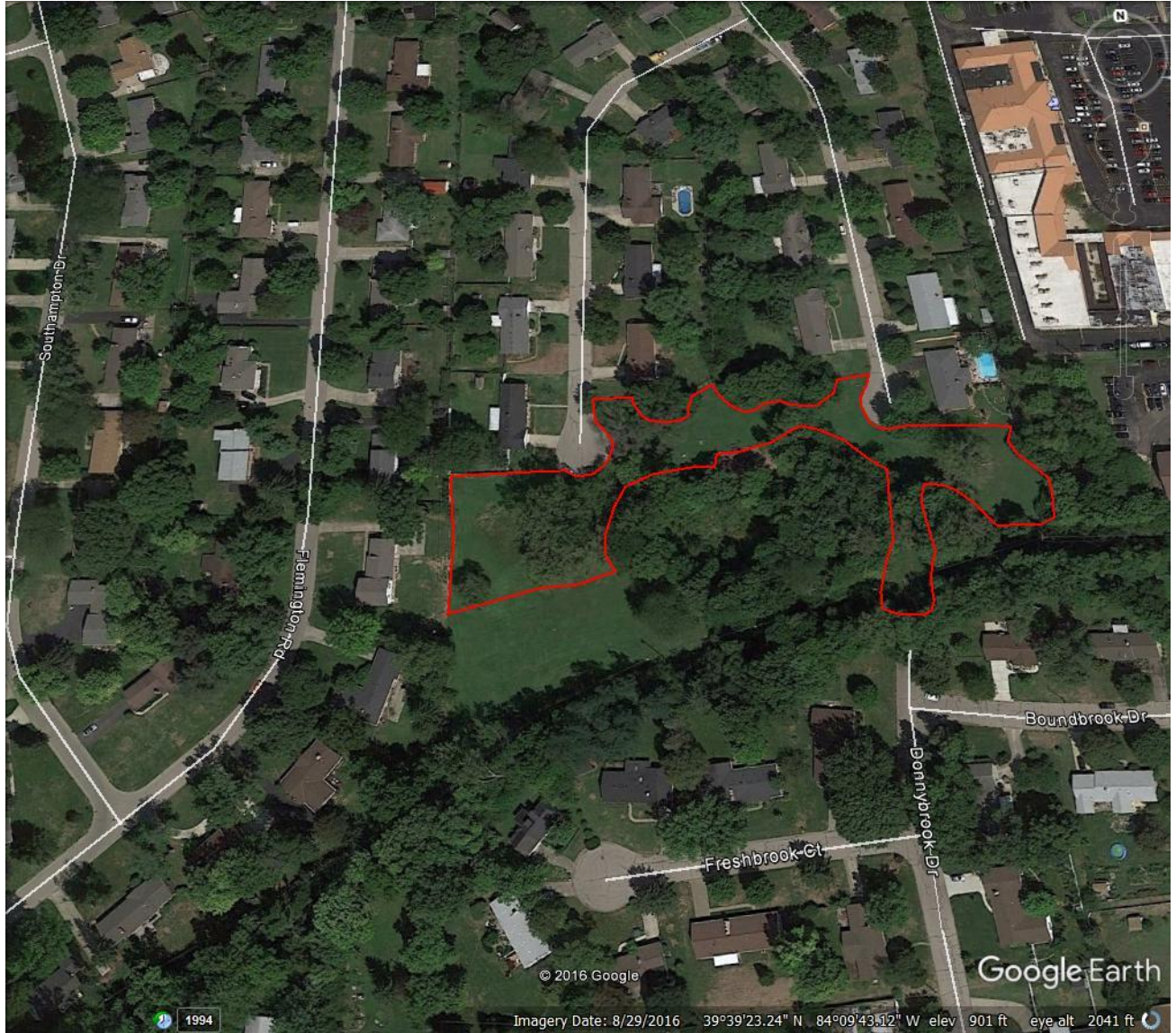
**Pleasant Hill Park (Alex Bell Road)**



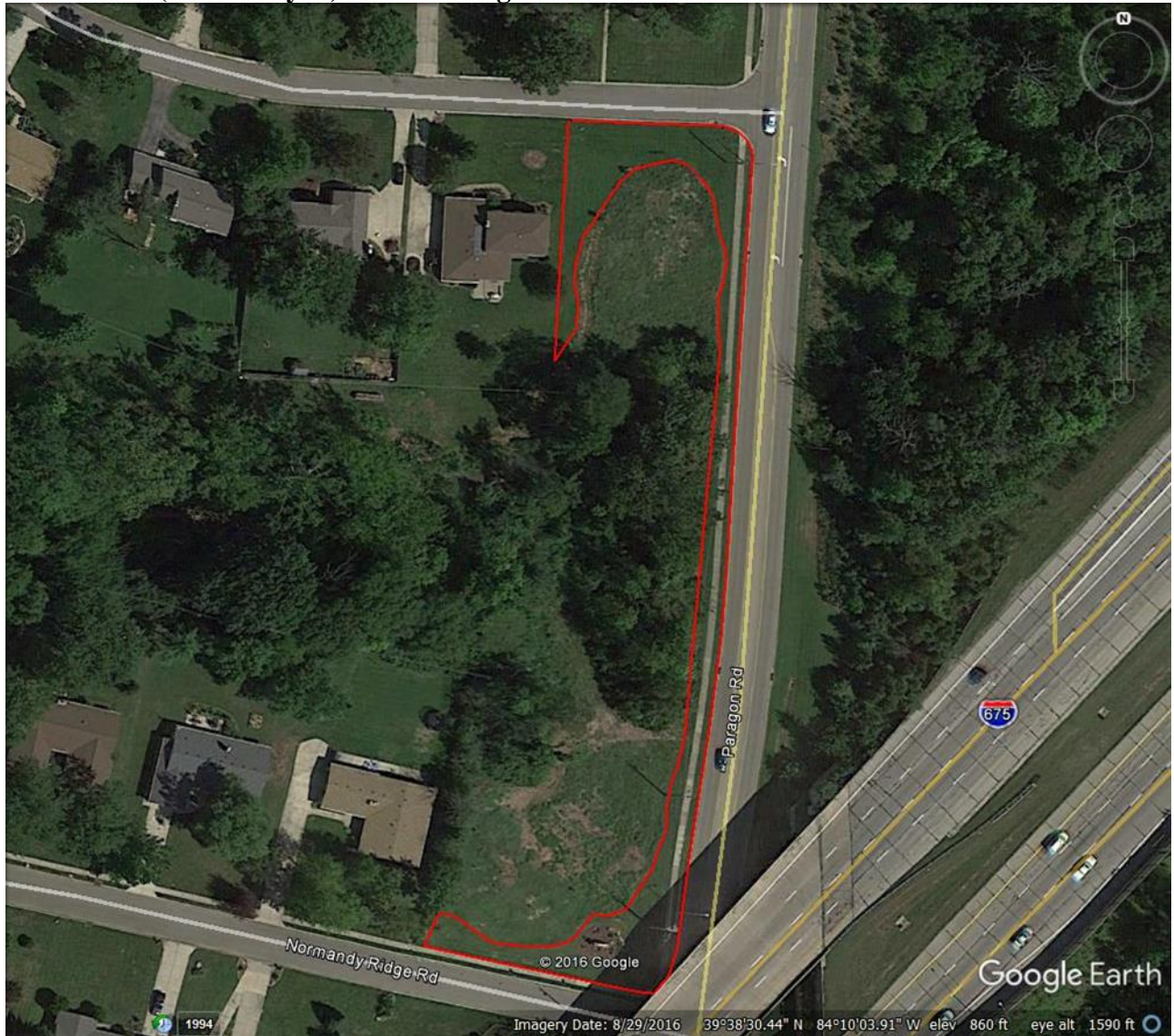


(North West Zone)

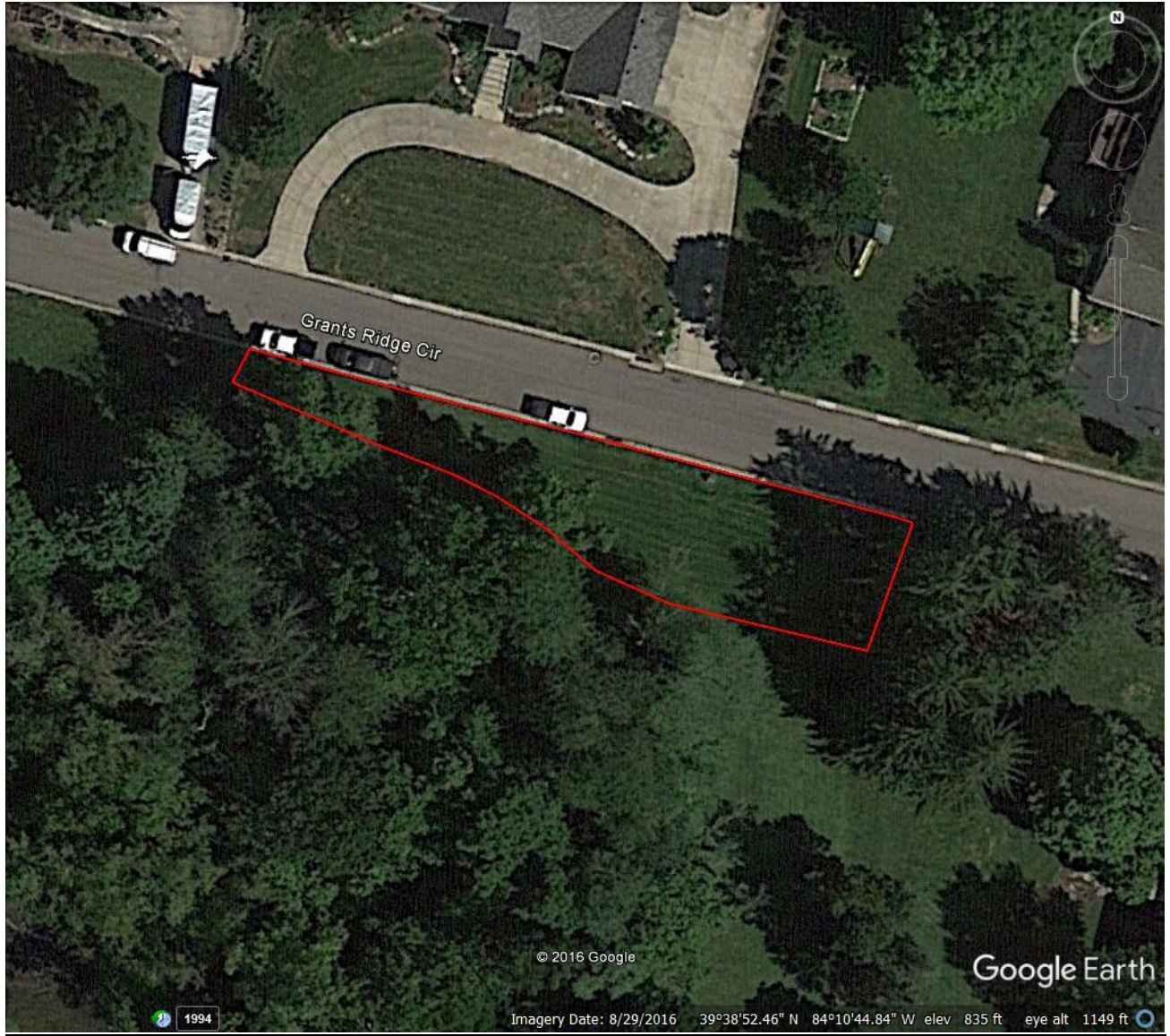
**Donnybrook Park: 6161 Donnybrook Drive**



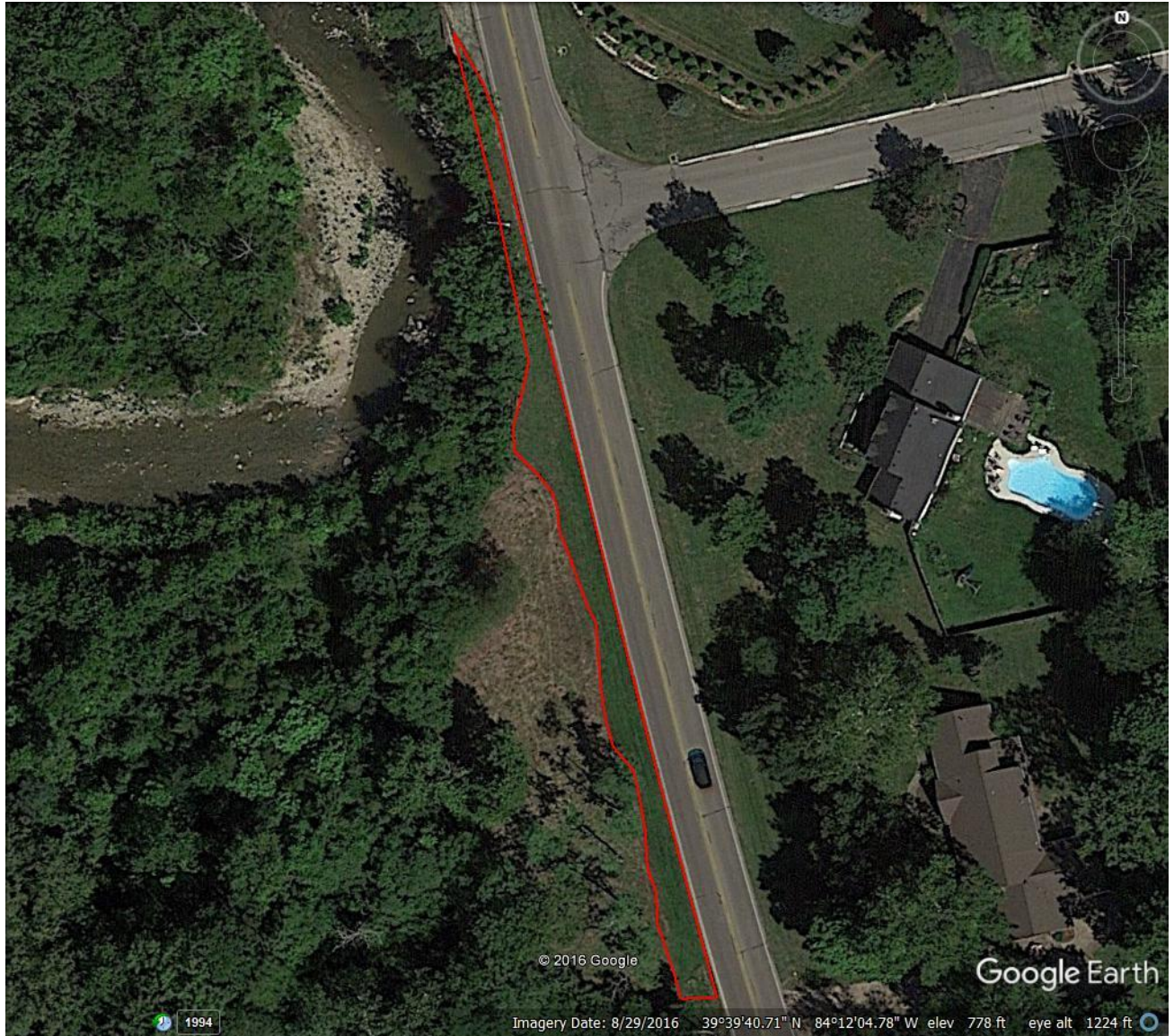
**Grant Park (Normandy-T): 7101 Paragon Road**



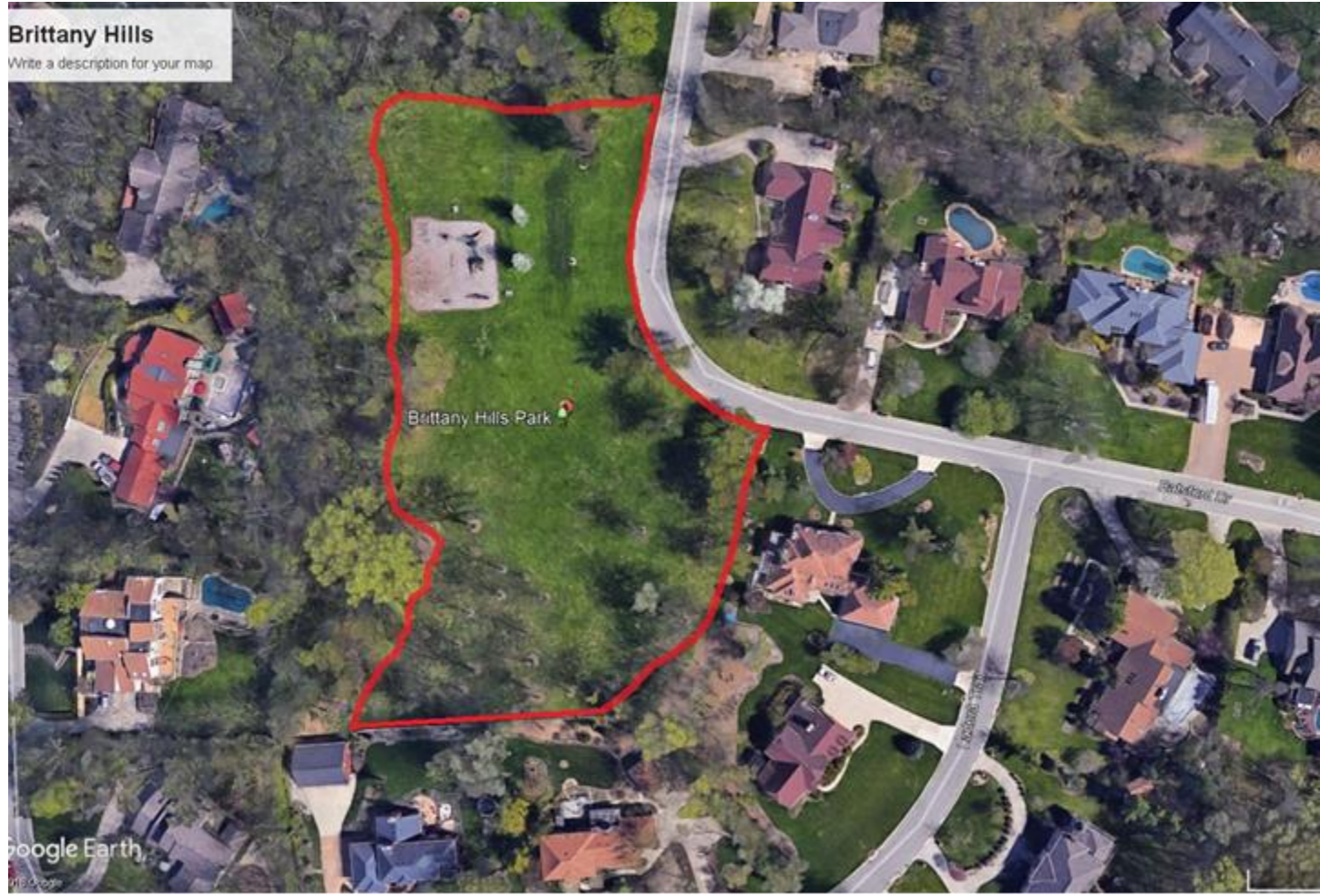
**Grant Park: 826 Grant's Ridge Circle**



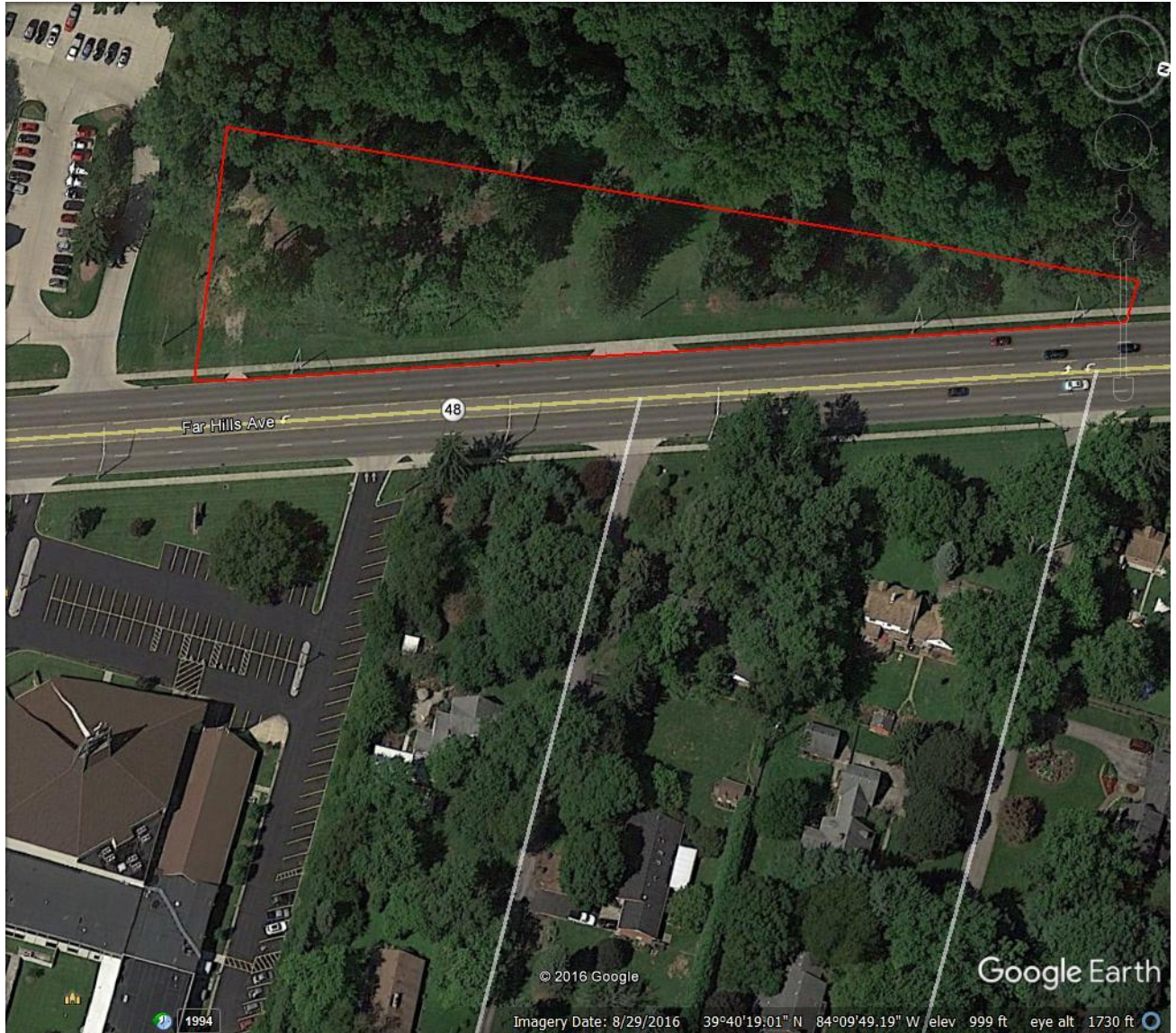
**Huffman Park: 1616 W. Alex-Bell. Road**



**Brittany Hills Park: 5825 Batsford Drive**



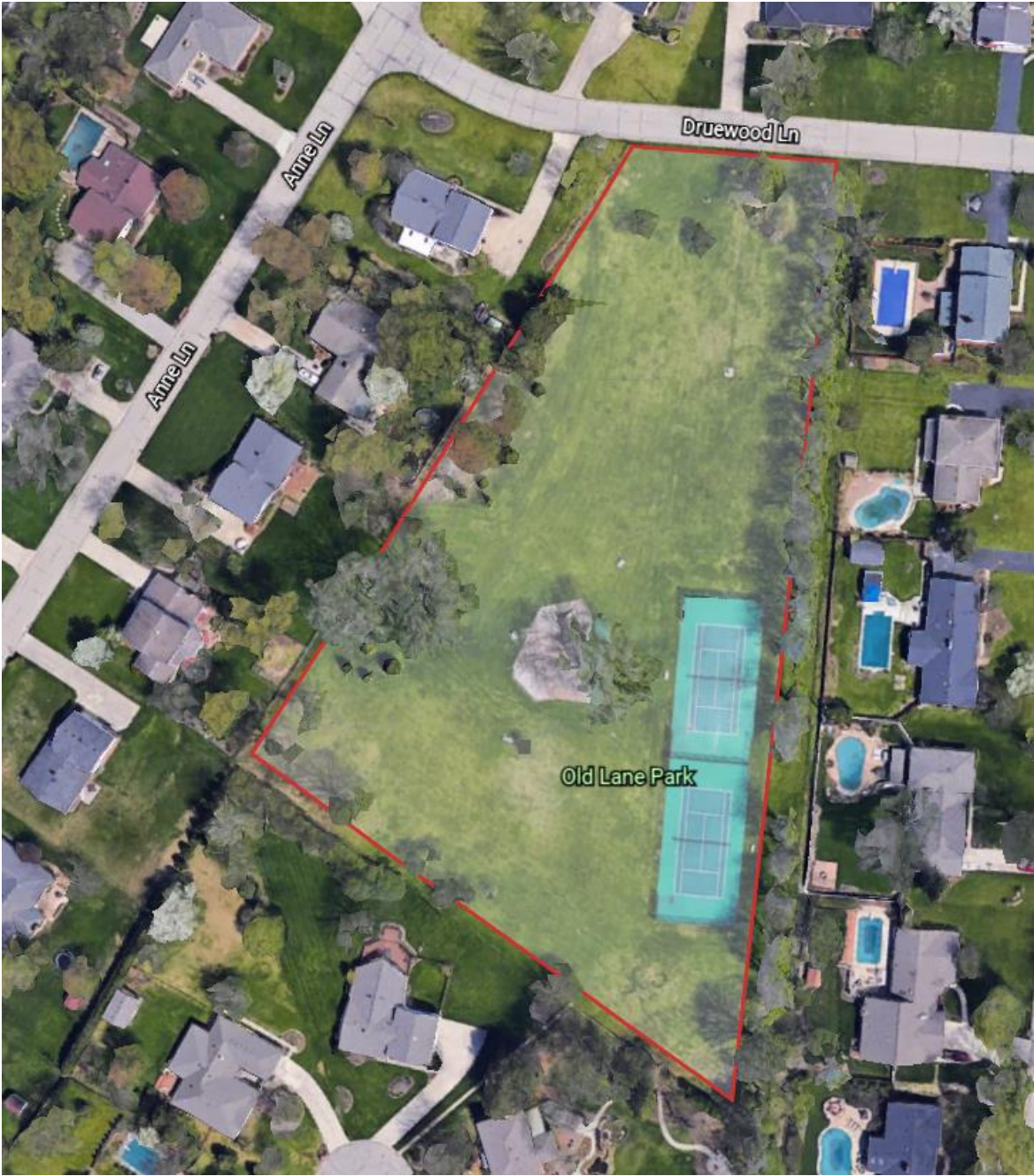
**Little Woods Park: 5158 Far Hills Avenue and Colonial Lane**



**Rahn Park: 223 W. Rahn Road**



**Old Lane Park: 500 Druewood Lane**





**Woodbourne Green Park: W. Whipp Road at Paddington Road**

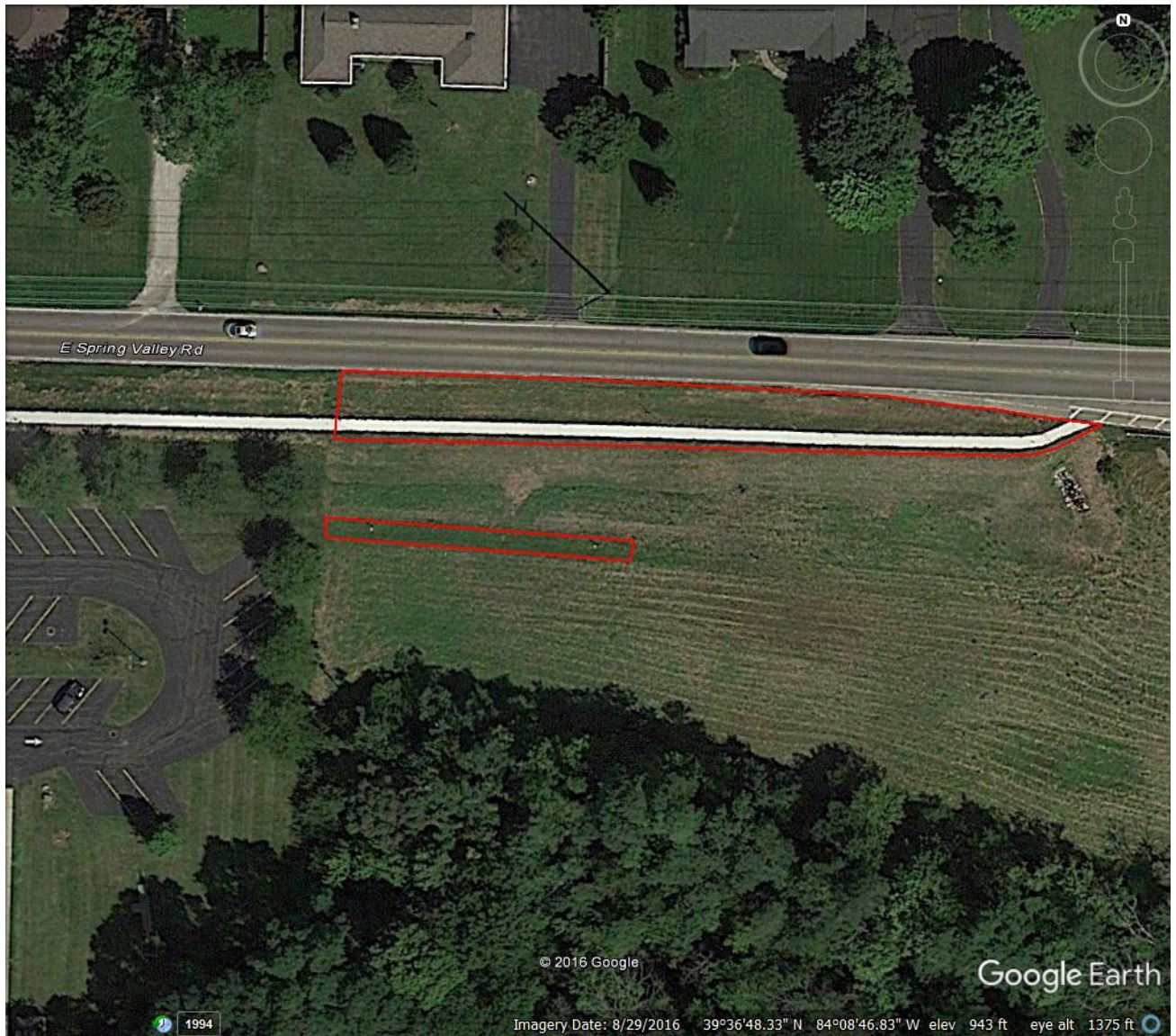


**Woodbourne Springs Park: 220 W. Whipp Road**



(South East Zone)

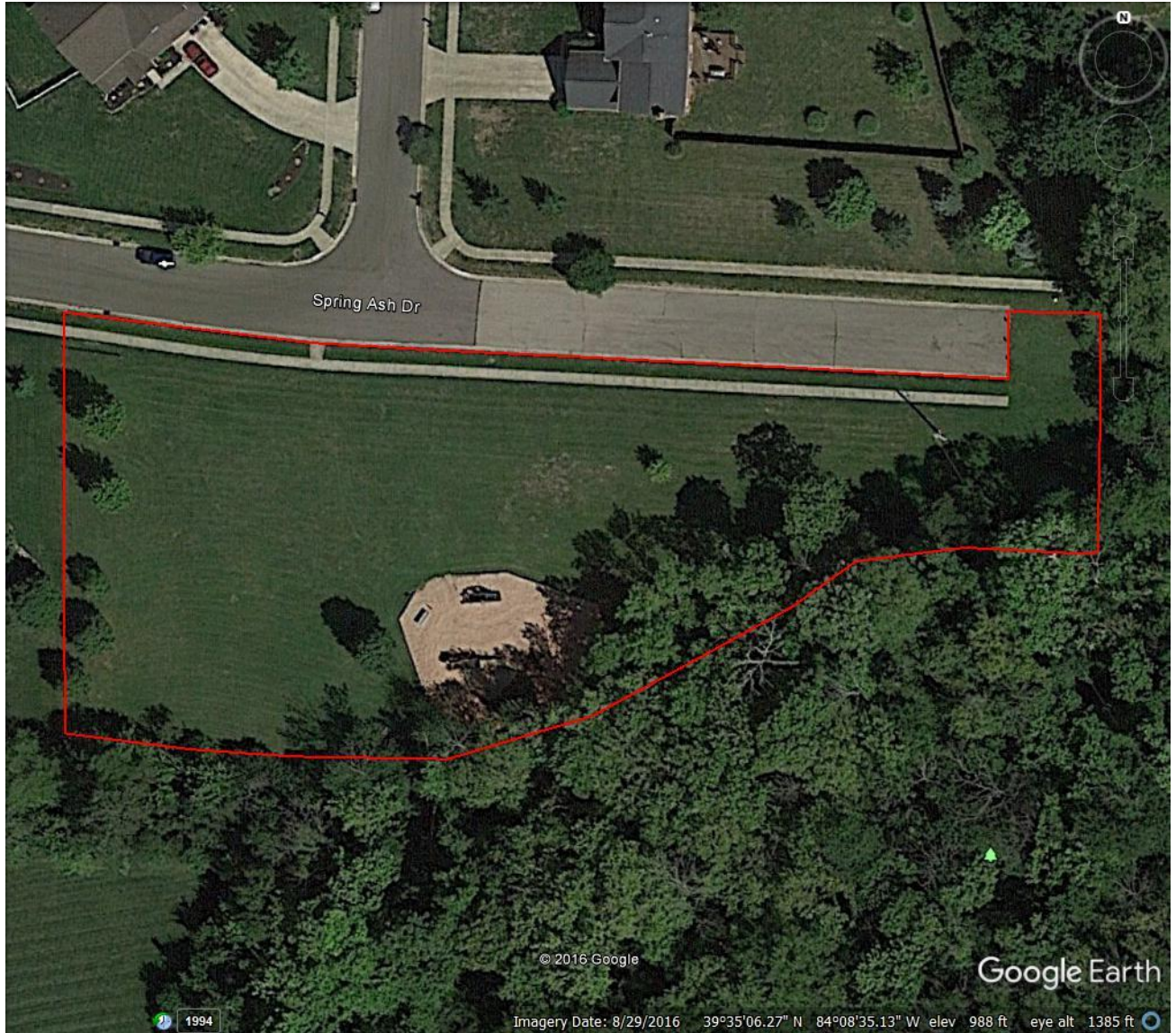
**Beechwood Springs Park (North): 750 E. Spring Valley Road**



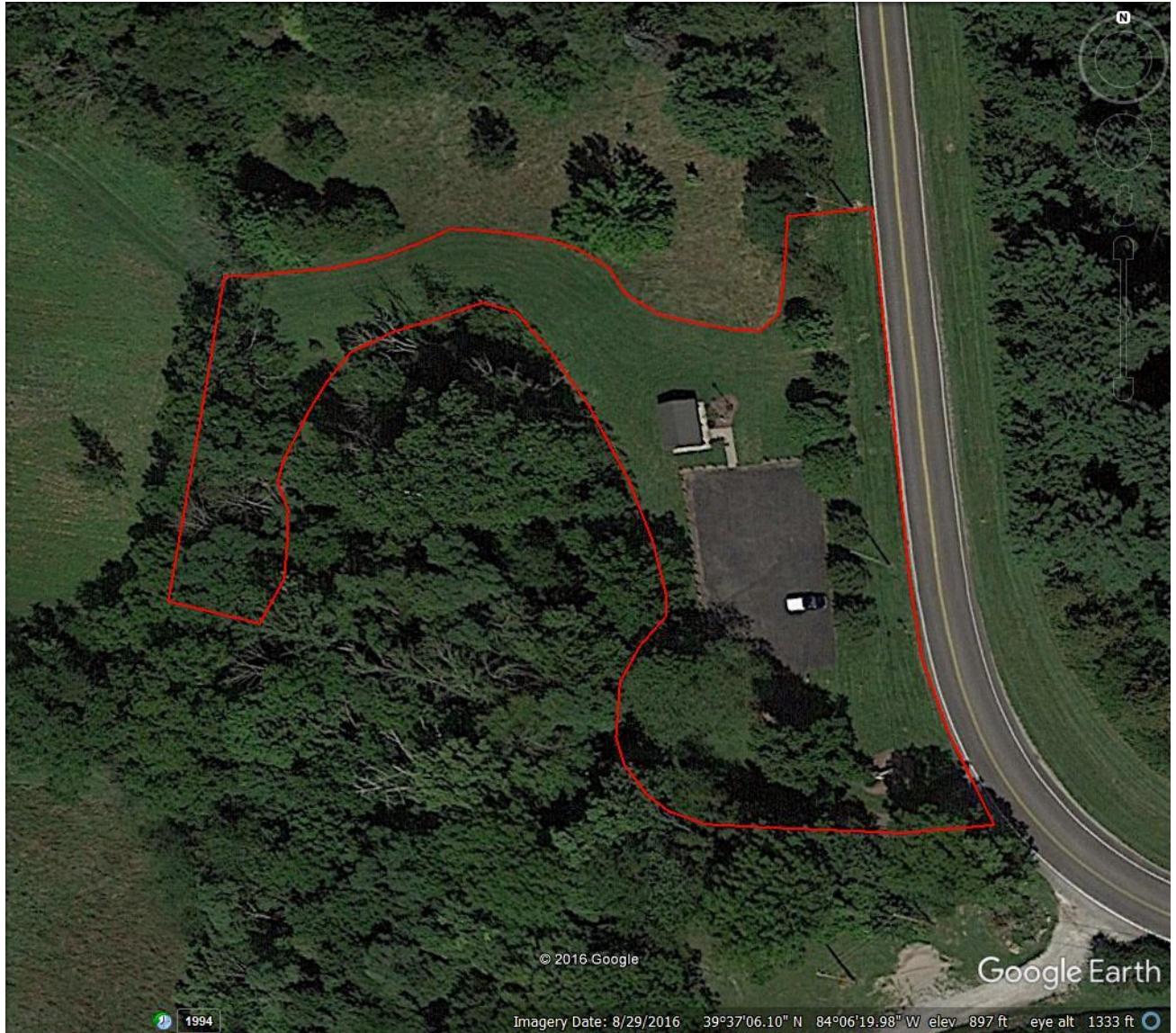
**Beechwood Springs Park (South) 1141 Quiet Brook Trail**



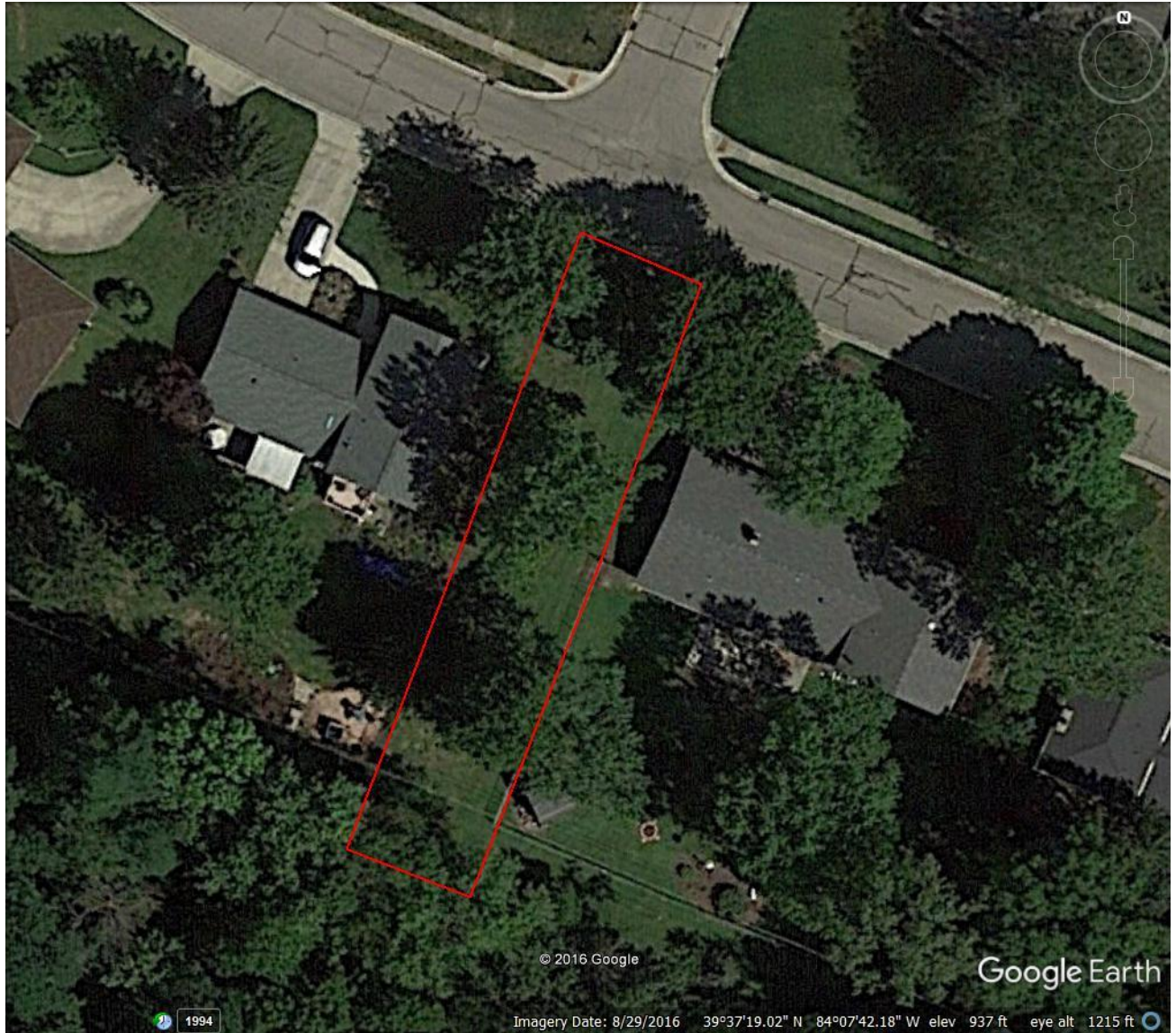
**Big Bend Park: 1328 Spring Ash Drive**



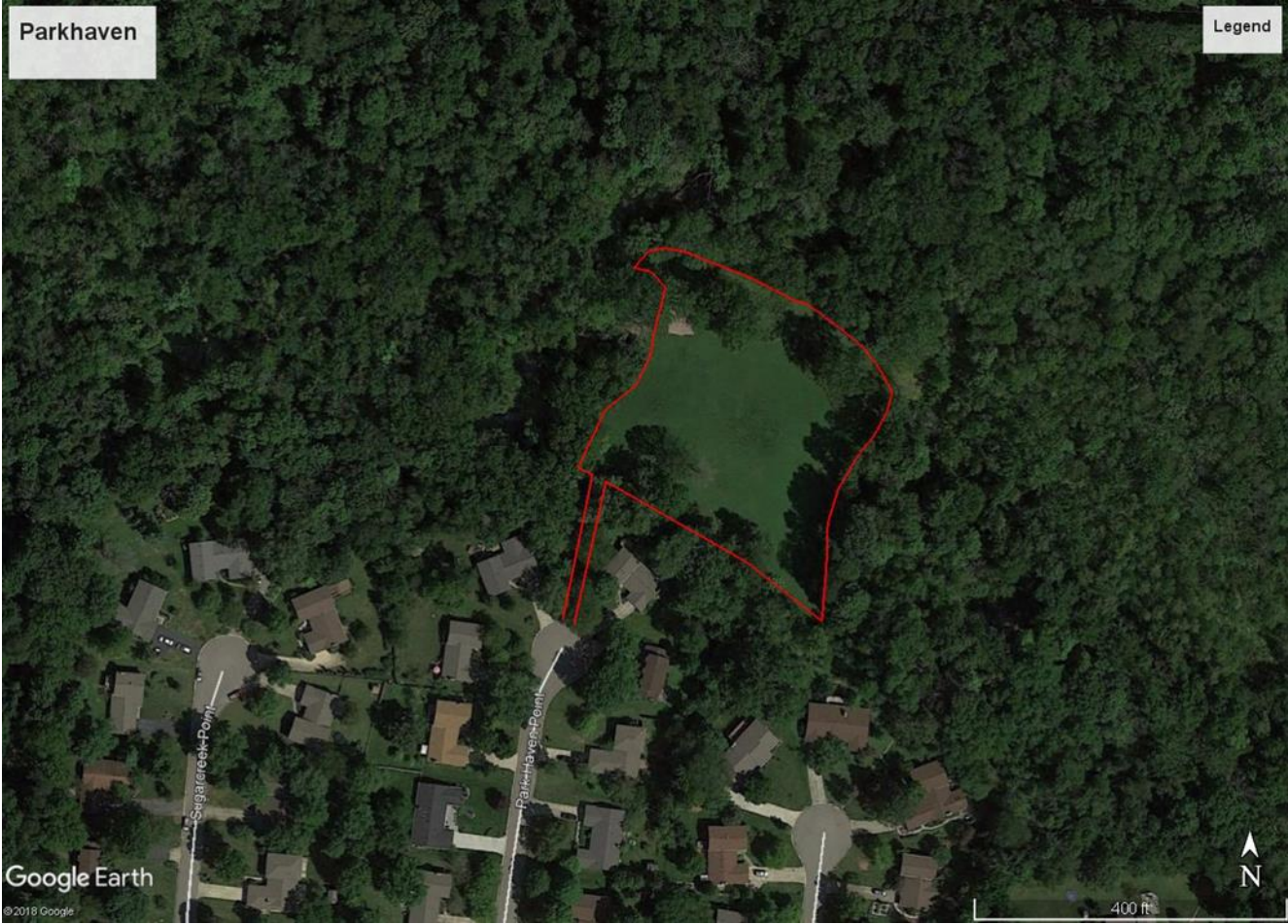
**Bill Yeck Park: (McGuffey Meadow) 7893 Wilmington-Dayton Road**



**Bill Yeck Park: 1308 Brainard Woods Drive**

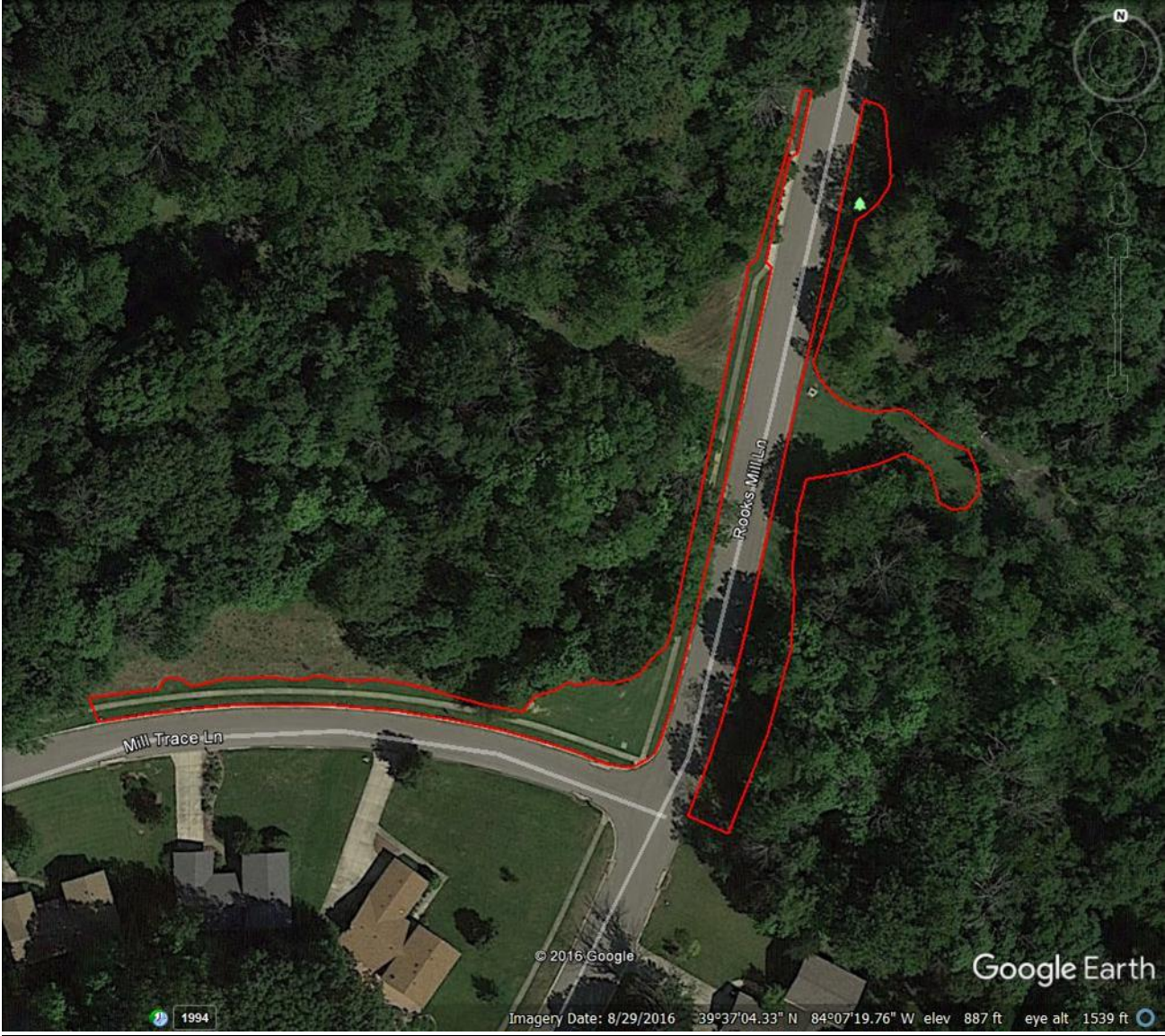


**Bill Yeck Park- Park Haven Ct.**

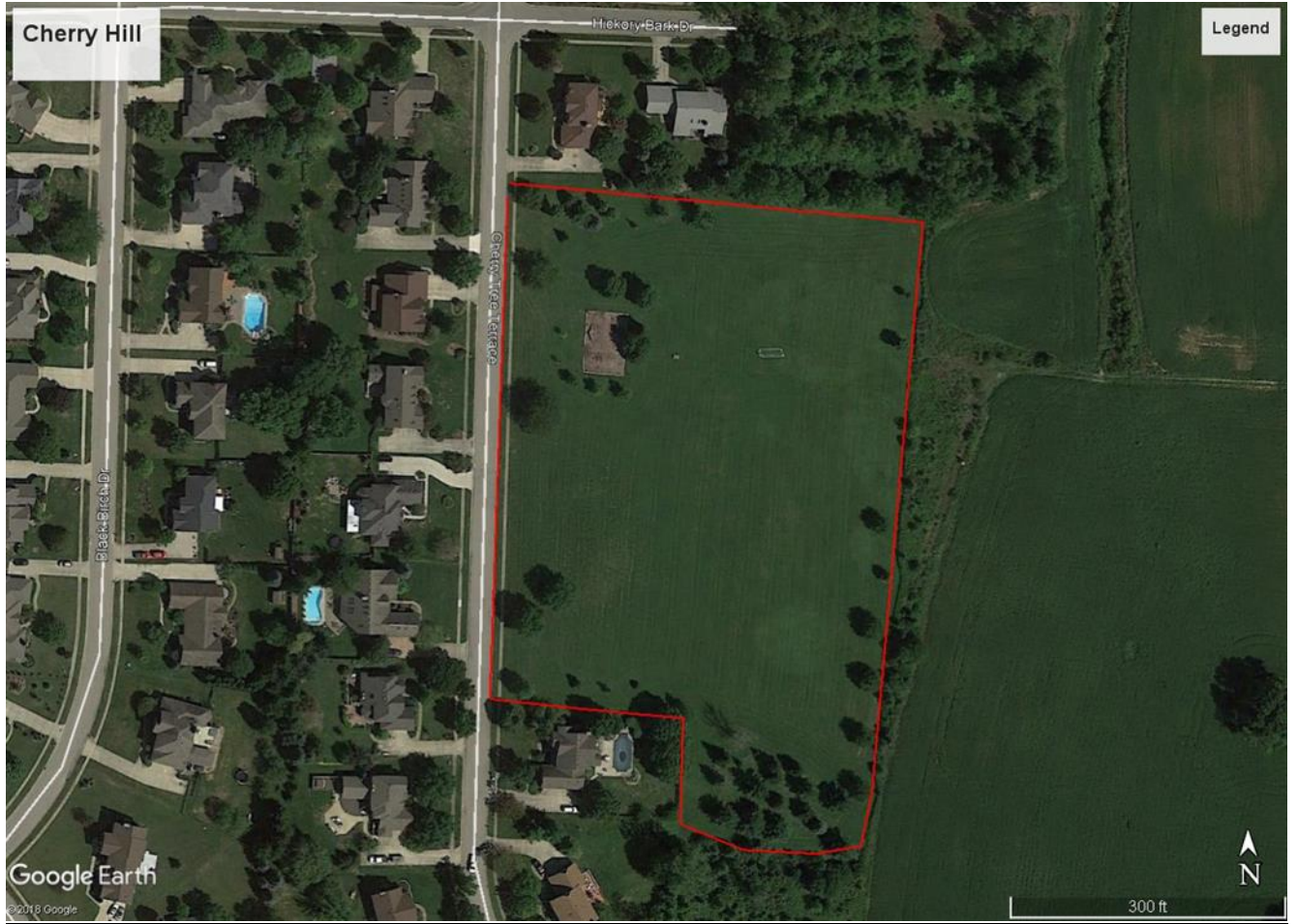




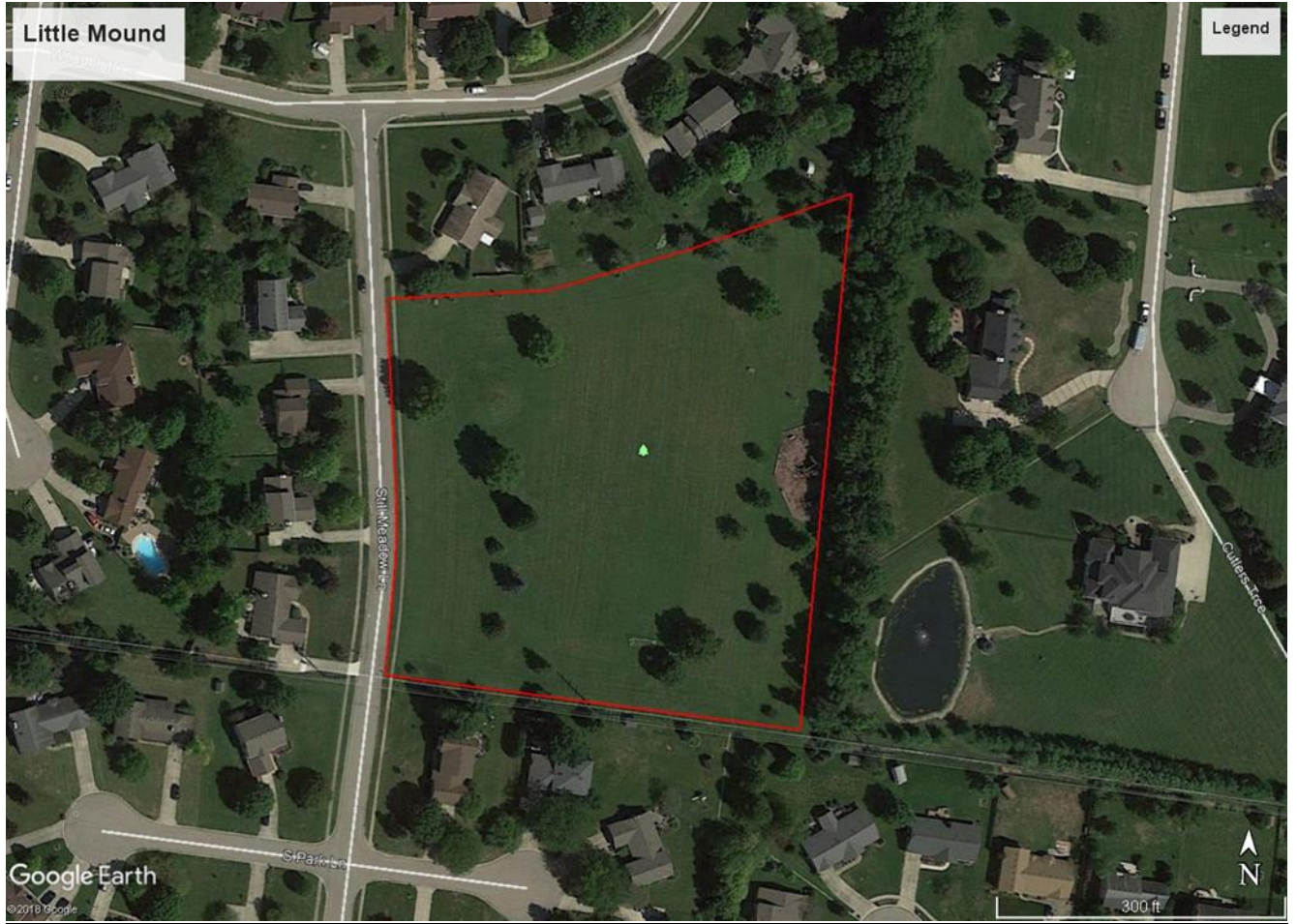
**Bill Yeck Park- Rook Mill Lane**



**Cherry Hill Park- 10244 Cherry Hill Drive**



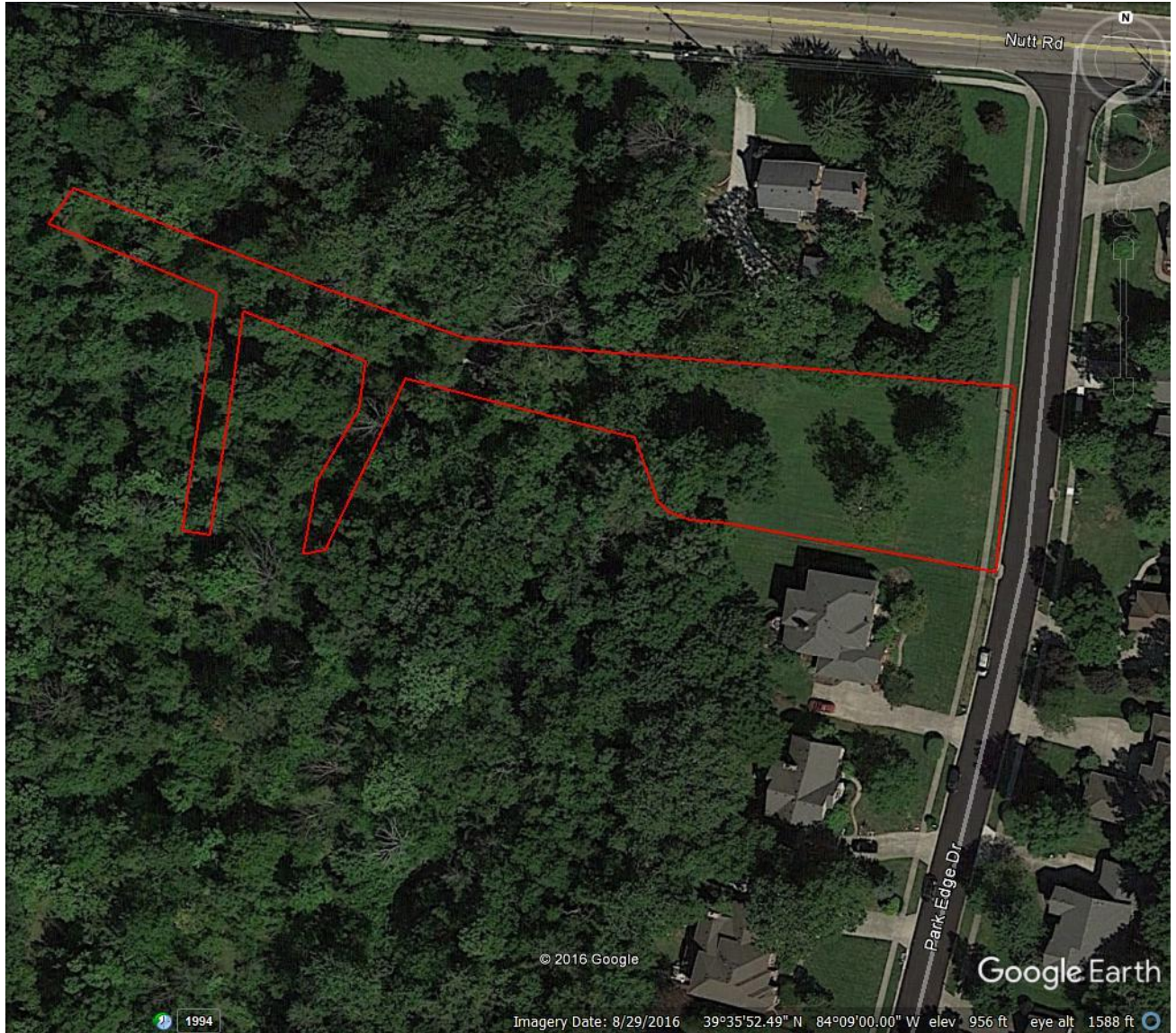
**Little Mound Park- 9490 Still Meadow Lane**



**Nutt Woods Park: 10188 Ashpark Court**



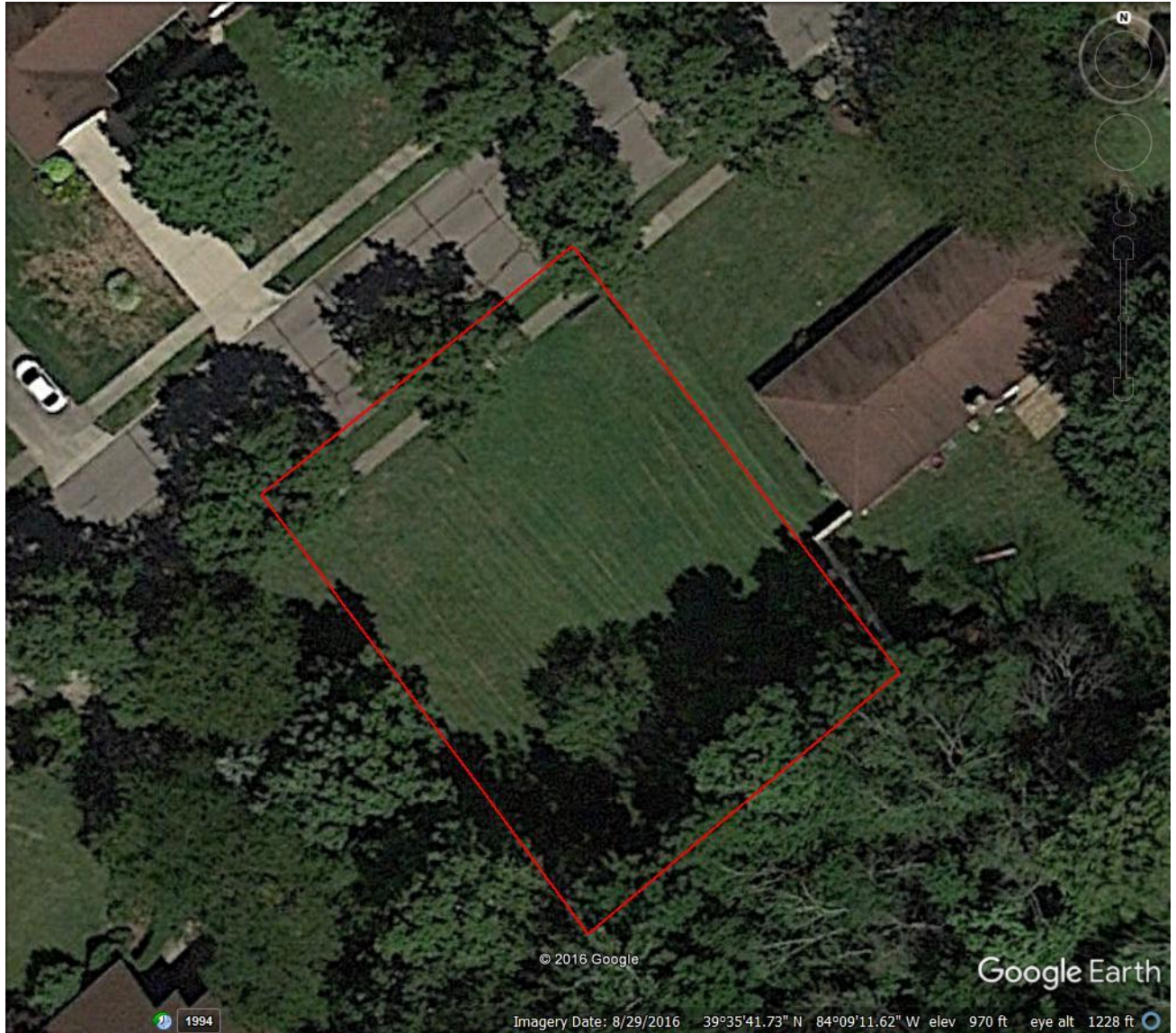
**Willowbrook Park (North): 10111 Park Edge Drive**



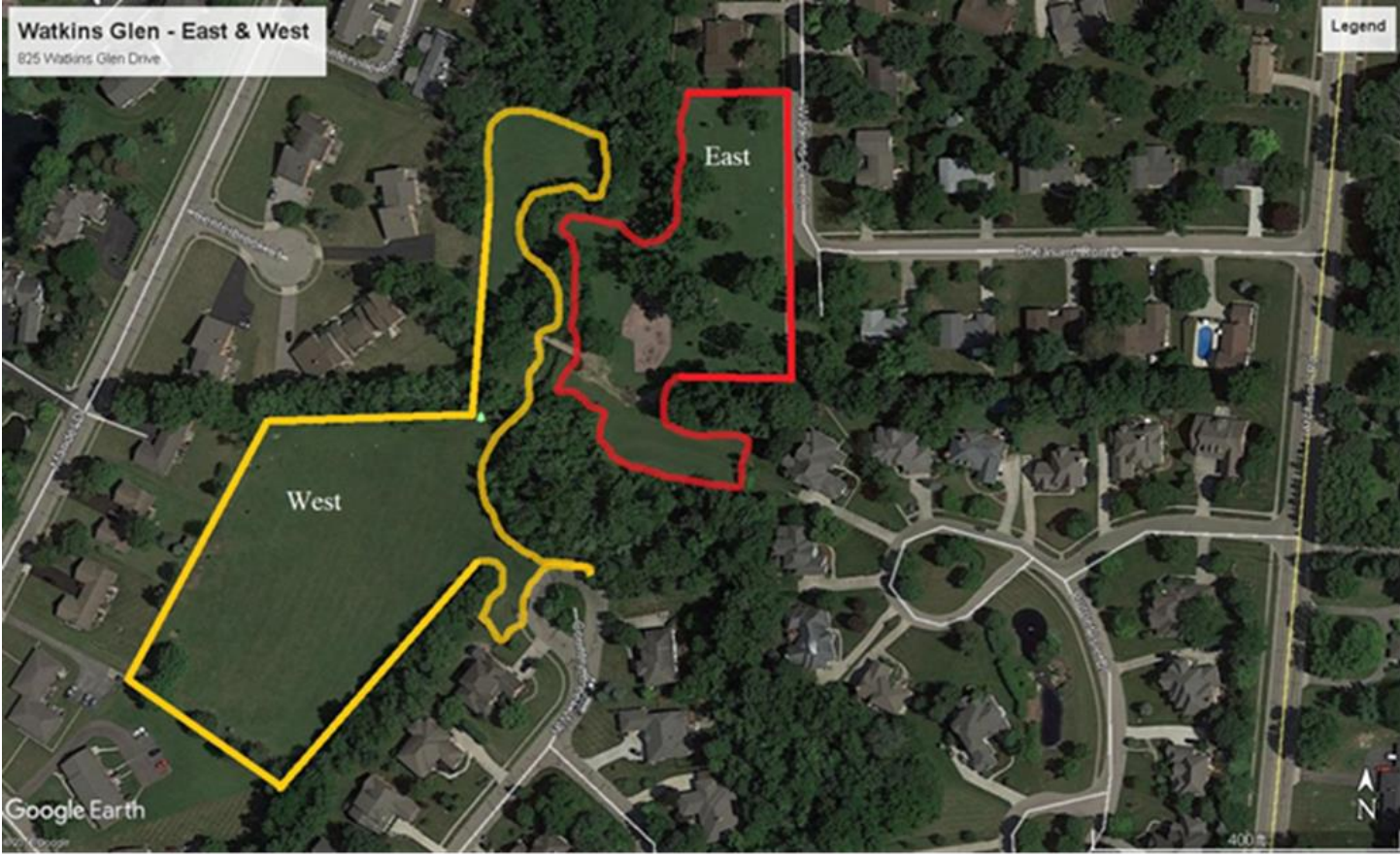
**Willowbrook Park: 10225 Park Edge Drive**



**Willowbrook Park (West): 10140 Atchison Road**



Watkins Glen Park- 825 Watkins Glen Drive



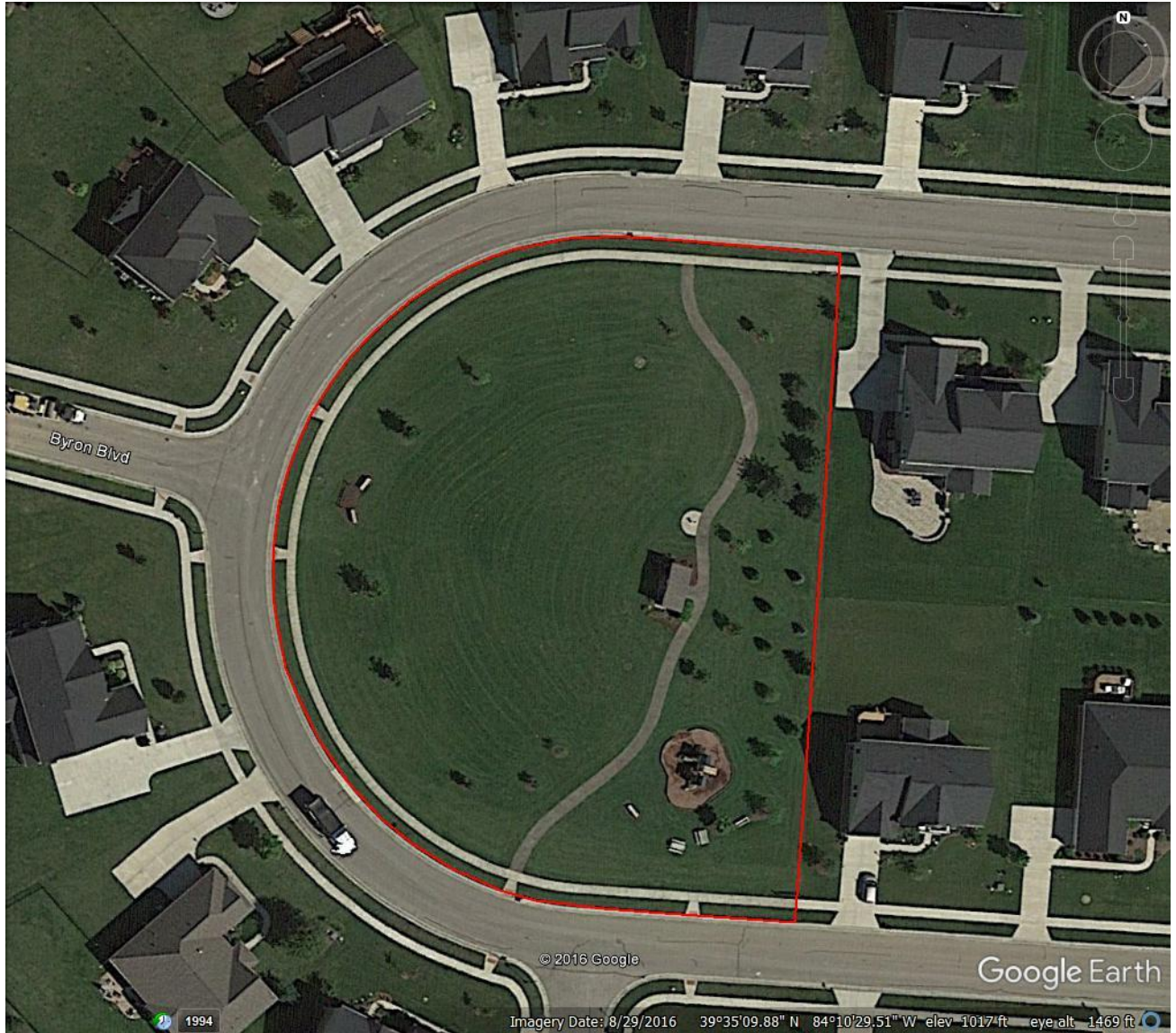


(South West Zone)

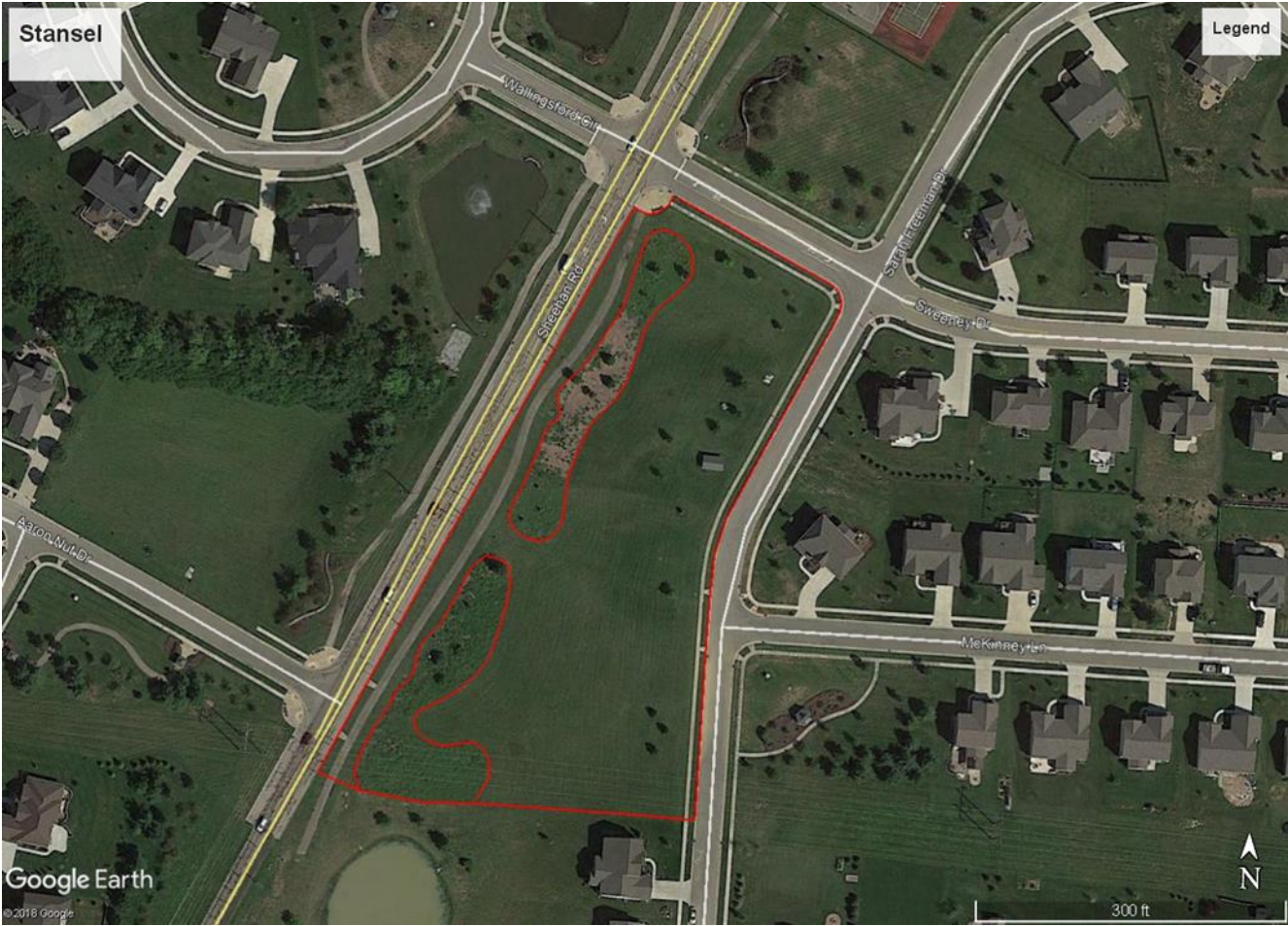
**Weatherstone Park- 10998 Pennfield Rd.**



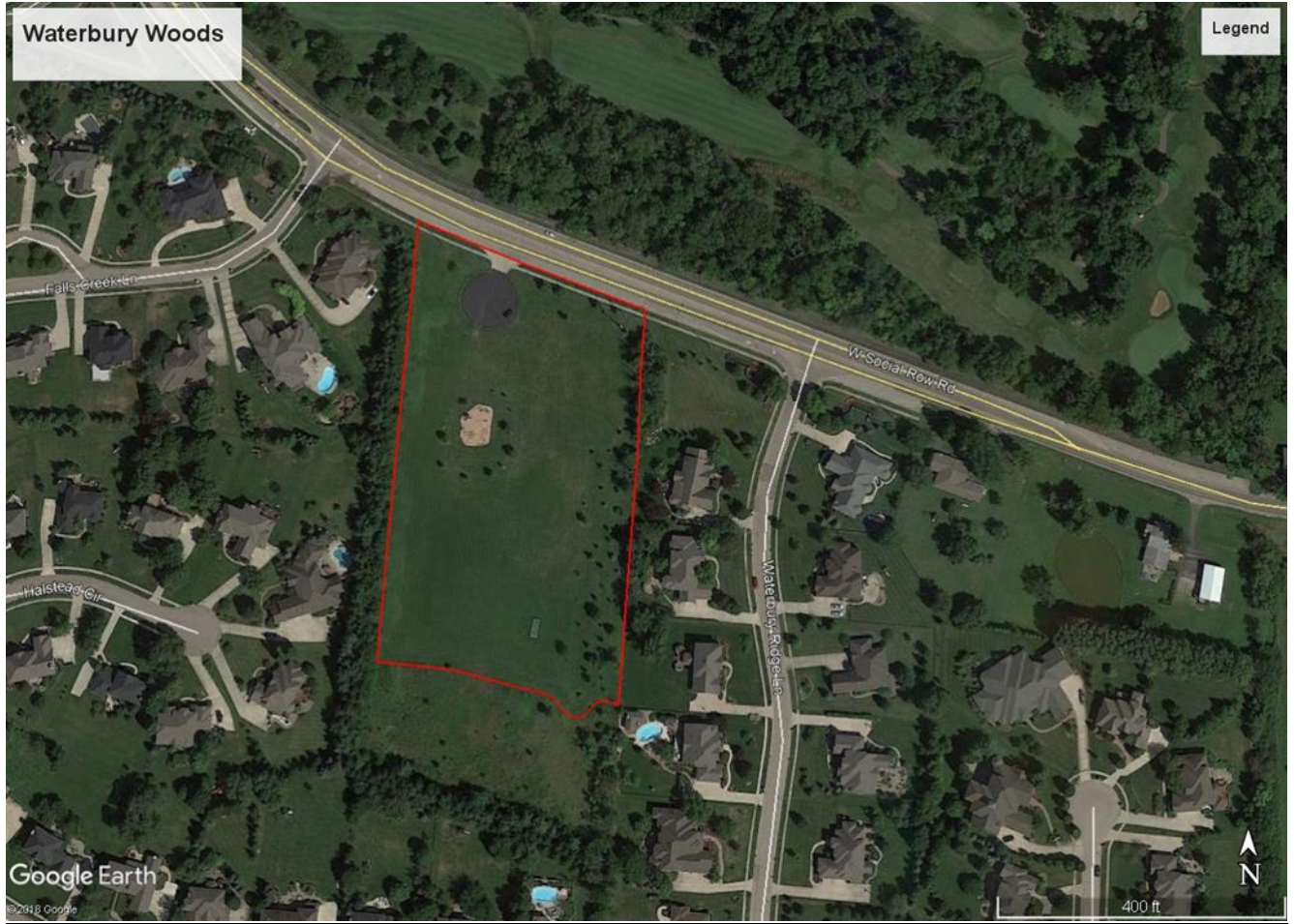
**Divided Ridge Park: 347 Beck Drive**



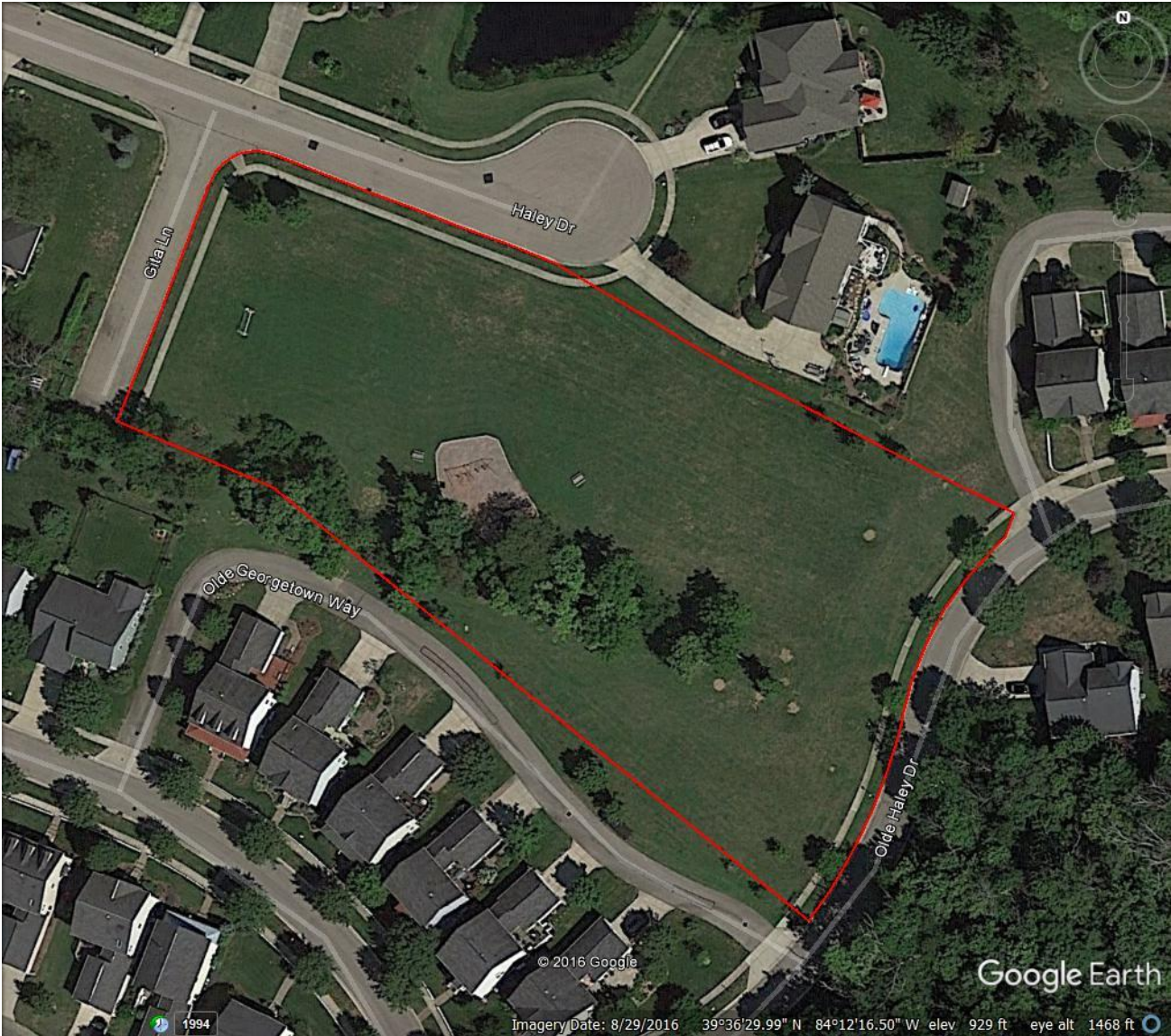
**Stansel Park- 1304 Sarah Freeman Way**



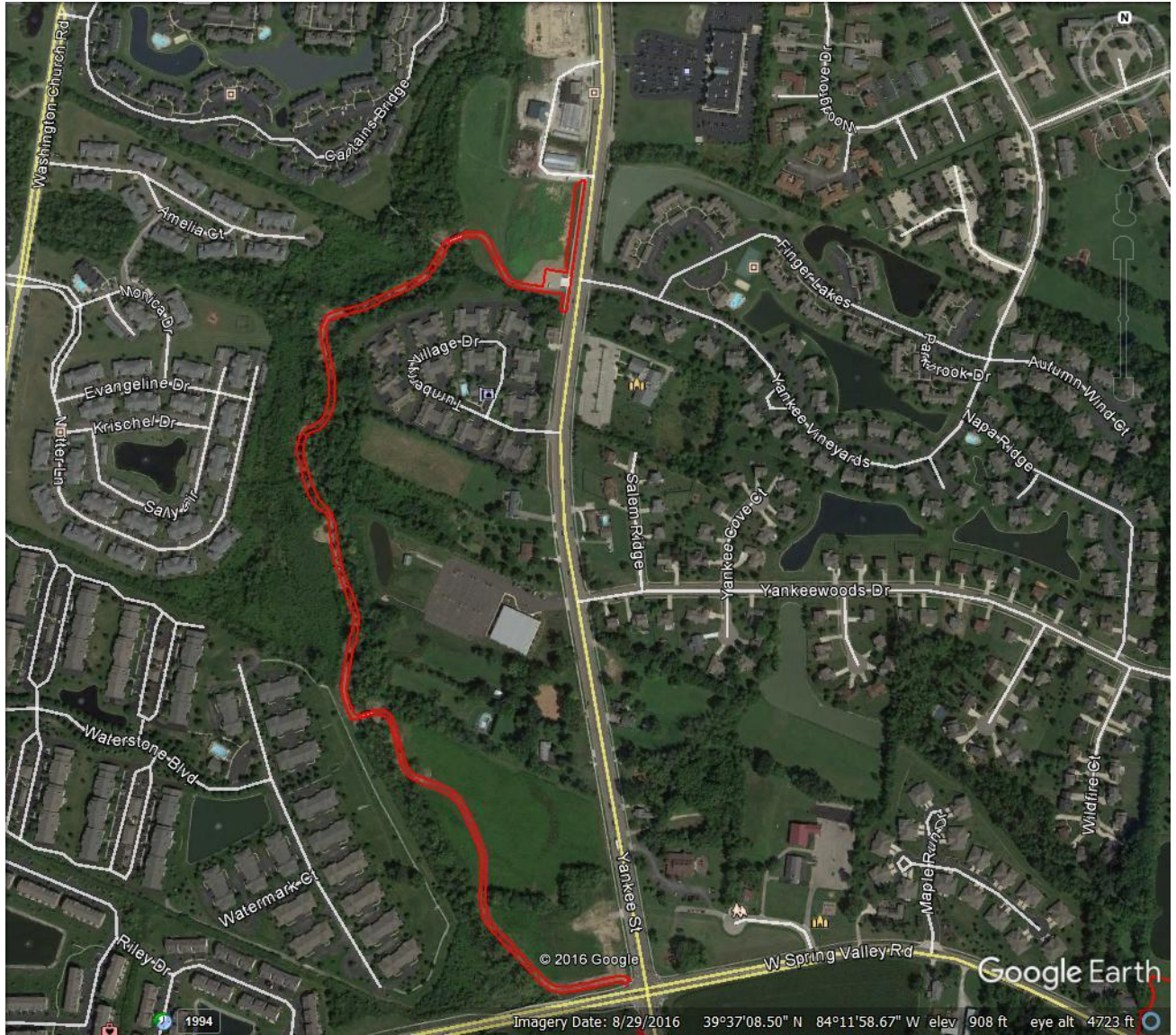
**Waterbury Woods Park- 1250 W. Social Row Road**



**Fence Row Park: 1650 Haley Drive**



**Hole's Creek Wetland Park : 8575 Yankee Street**



**Silvercreek Park: 9369 Yankee Street**



**Trailways Park: 1165 W. Spring Valley Pike**

