

**UNIT PRICE SHEET**

**PROJECT NAME: Lawn Mowing and Aerating 2020-2021**

**PROJECT NUMBER:**

**THE CITY OF CENTERVILLE MATERIAL AND CONSTRUCTION SPECIFICATIONS ARE PART OF THIS PROPOSAL AND MAY BE REFERENCED FOR A MORE COMPLETE DESCRIPTION OF THE ITEMS LISTED. RETURN ONE (1) COMPLETED COPY OF PROPERLY SIGNED PROPOSAL TOGETHER WITH THE EXECUTED FORMS.**

REF. NO.	PARCEL NO.	DESCRIPTION	EST'D QUANT.	UNITS	UNIT PRICE	AMOUNT BID (ANNUAL)
<b>MOWING</b>						
<b>GROUP A - MOWING</b>						
A	1	Rahn Road including Green Tree Road	27	EACH		
A	2	Whipp Road	27	EACH		
A	3	Wilmington Pike including Feedwire Road	27	EACH		
A	4	Clyo Road except Forest Brook Blvd	27	EACH		
A	4B	Forest Brook Blvd	8	EACH		
A	5	Bigger Road	27	EACH		
<b>TOTAL FOR GROUP A - MOWING</b>						
<b>GROUP B - MOWING</b>						
B	6	Alex-Bell and Loop Roads	27	EACH		
B	7	Far Hills Avenue/ State Route 48 including Fireside Drive	27	EACH		
B	8	South Main Street/ State Route 48	27	EACH		
B	9	Yankee Trace area	27	EACH		
B	13A & B	Uptown	27	EACH		
B	13C	Uptown public parking lot areas	27	EACH		
<b>TOTAL FOR GROUP B - MOWING</b>						
<b>GROUP C - MOWING</b>						
C	10	Stubbs Park - south section	25	EACH		
C	11	Stubbs Park - north section	20	EACH		
<b>TOTAL FOR GROUP C - MOWING</b>						
<b>AERATING</b>						
<b>GROUP A - AERATING</b>						
A	1	Rahn Road including Green Tree Road	1	EACH		
A	2	Whipp Road	1	EACH		
A	3	Wilmington Pike including Feedwire Road	1	EACH		
A	4	Clyo Road (excluding Forest Brook Blvd)	1	EACH		
A	5	Bigger Road	1	EACH		
<b>TOTAL FOR GROUP A - AERATING</b>						
<b>GROUP B - AERATING</b>						
B	6	Alex-Bell and Loop Roads	1	EACH		
B	7	Far Hills Avenue/ State Route 48 including Fireside Drive	1	EACH		

B	8	South Main Street/ State Route 48	1	EACH		
B	9	Yankee Trace area	1	EACH		
B	13	Uptown	1	EACH		
B	13C	Uptown public parking lot areas	1	EACH		
		<b>TOTAL FOR GROUP B - AERATING</b>				
		<b>GROUP C - AERATING</b>				
C	10	Stubbs Park - south section	1	EACH		
C	11	Stubbs Park - north section	1	EACH		
C	12A	City Hall, 100 West Spring Valley Road	1	EACH		
C	12B	Public Works, 7970 South Suburban Road	1	EACH		
C	12C	Police Department, 155 West Spring Valley Road	1	EACH		
C	12D	Pocket Park, SEC SR 48 & Alex-Bell Road	1	EACH		
		<b>TOTAL FOR GROUP C - AERATING</b>				
<b>CONTRACT PREPARATION INFORMATION</b>						
The bidder shall supplement the proposal by supplying the following information for use in the preparation of the Contract.						
COMPANY:						
BY:						
TITLE:						
ADDRESS:						
PHONE:						
FAX:						
FEDERAL TAX ID:						
<b>EXECUTION OF PROPOSAL</b>						
NOTE: Failure to sign the proposal shall result in rejection of the bid.						
THIS PROPOSAL SUBMITTED BY:						
		NAME OF CONTRACTOR				
SIGNATURE:						
DATE:						
Contact person for contract processing:						
Mailing address if different from above:						

# **CITY OF CENTERVILLE**

## **LAWN MOWING AND AERATING 2020-2021**

**(MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

CITY OF CENTERVILLE  
100 WEST SPRING VALLEY ROAD  
CENTERVILLE, OH 45458  
PHONE: (937) 428-4782

BID DUE DATE: THURSDAY,  
March 19 2020  
11:00 A.M.

OPTIONAL PRE-BID MEETING  
THURSDAY, MARCH 12, 2020 AT 1:30 PM  
CITY OF CENTERVILLE PUBLIC WORKS CENTER  
7970 SOUTH SUBURBAN ROAD

CONTACT PERSON: JIM BRINEGAR, INTRIM PUBLIC WORKS DIRECTOR  
BEN ANKENY, PW OPERATIONS MANAGER

## **DOCUMENT CONTENTS**

LEGAL ADVERTISEMENT

INVITATION TO BID

INSTRUCTIONS TO BIDDERS

PERFORMANCE SPECIFICATIONS

PARCEL DESCRIPTIONS

SAMPLE CONTRACT

MAPS

## **BID PROPOSAL ATTACHMENTS**

PROPOSAL FORM OFFER

BID BOND - form

BIDDER'S PRINCIPAL EXPERIENCE & REFERENCES

BIDDER'S PROPOSED SUBCONTRACTORS

BIDDER'S PROPOSAL SHEETS

CERTIFICATE OF NON-COLLUSION - form

CERTIFICATE OF NON-DISCRIMINATION – form

DELINQUENT PERSONAL PROPERTY TAXES – form

**CITY OF CENTERVILLE  
LEGAL ADVERTISEMENT**

Sealed bids or proposals properly endorsed **"Lawn Mowing and Aerating 2020-2021"** will be received by the City of Centerville until 11:00 A.M. E.D.S.T. on Thursday, March 19th, 2020.

Please reference [www.centervilleohio.gov](http://www.centervilleohio.gov) or call 937-428-4782 for more information.

Advertise: March 5, and March 12, 2020

**CITY OF CENTERVILLE  
INVITATION TO BID**

**SPECIFICATIONS FOR LAWN MOWING AND AERATING 2020-2021  
(MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

Sealed bids will be received at the Office of the City Manager, 100 West Spring Valley Road, Centerville, Ohio, 45458, until 11:00 A.M. E.D.S.T. Thursday, March 19th, 2020 and at that time and place publicly opened and read.

**There will be a pre-bid meeting on Thursday, March 12, 2020 at 1:30 P.M. at the City's Public Works Center, 7970 South Suburban Road, Centerville, OH 45458. All interested bidders are *encouraged* to attend.**

The work for which these bids are invited consists of providing all labor, equipment, and materials for lawn mowing and aerating of certain specified City properties. This is a two year contract. Materials and workmanship shall conform to the 2020 - 2021 specifications and bid documents, contained herein. All required traffic control shall conform to the latest edition of the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

Specifications including parcel maps and bid documents are available on the City's website: [www.centervilleohio.gov](http://www.centervilleohio.gov) . Should you need a hard copy of the specifications, bid documents and maps, please contact us for a copy at the cost of \$10 (cash or check).

Each Proposal 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. The owner intends that all work take place during the 2020 and 2021 mowing seasons (typically between April 1st and December 15<sup>th</sup>). Weather conditions will determine specific start and end dates each year.

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

The City reserves the right to waive any irregularities and to reject any and all bids. Furthermore, when deemed in the best interest of the City, the City 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. Mowing and aerating of a specific parcel or parcels may or may not be awarded to the same Contractor. This said, it is the intent of the City to award the work by groups as specified on the bid sheets.

**CITY OF CENTERVILLE  
INSTRUCTIONS TO BIDDERS**

**LAWN MOWING AND AERATING 2020-2021  
(MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

**1.00 GENERAL INFORMATION**

- 1.1 PREPARATION OF BID: Proposals pertaining to the "Lawn Mowing and Aerating 2020 - 2021" for the City of Centerville, Montgomery County, Ohio, must be made in accordance with the following directions.
- .01 Attached herewith are copies of forms identified as BID BOND, BIDDER'S PRINCIPALS EXPERIENCE AND REFERENCE, BIDDER'S PROPOSED SUBCONTRACTORS, PROPOSAL OFFER AND PROPOSAL SHEETS, CERTIFICATE OF NON-COLLUSION, CERTIFICATE OF NON-DISCRIMINATION, and DELINQUENT PERSONAL PROPERTY TAXES. **These documents must be filled out completely and submitted with the bid package.**
  - .02 Submit all bids on the included Proposal Sheets. Be sure that each of the forms identified in the above paragraph are included in the bid package; however, a certified check may be substituted in place of the Bid Bond.
  - .03 All blank spaces in the proposal form must be filled in, but no change shall be made in the phraseology of the proposal nor shall any additions be made to the items.
  - .04 All unit costs and total costs shall be written in ink or typed.
  - .05 This proposal shall be a "Unit Price Bid". The "Unit Price" breakdown amounts shown on the Proposal Sheets shall also be used for the purpose of determining the bidder's compensation for additions or deletions, if any, to the project during contract performance.
  - .06 Each proposal must be accompanied by a bid bond or a certified check on a United States of America National Bank for 10% of the amount bid. This amount is agreed to by the bidder as liquidated damages due to the City of Centerville should the bidder fail to execute the contract and furnish the required bonds within ten days after the acceptance of the proposal and the awarding of the contract by the City.
  - .07 When a proposal is made by a corporation, it shall be properly executed by an authorized officer. When a proposal is made by a partnership, the firm name and also the names of the individual members shall be signed in full.
  - .08 The place of business of every bidder must be given after his signature, and must be written in full.
  - .09 The bid submitted must not contain any erasure, interlineations or other correction unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of those signing the bid.

- .10 Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the City rejecting the bid as not being responsive to the invitation.
  - .11 Bids must be enclosed in a sealed envelope and marked: Bid for "**City of Centerville, Lawn Mowing and Aerating 2020 - 2021**". The name of the bidder shall be clearly marked on the envelope, which shall be addressed to the City Manager, Centerville Government Center, 100 West Spring Valley Road, Centerville, Ohio 45458 and received prior to the bid opening as set out herein. The City of Centerville is not obligated to open any bids delivered after the time set for bid opening regardless of the reason for late delivery.
  - .12 A bid shall be valid for 60 days following the date of the bid opening.
- 1.02 **QUALIFICATION OF BIDDERS:** The City requires that the bidder shall furnish satisfactory evidence that he has the necessary resources to fulfill the conditions of the Contract Documents. The evidence shall be listed in the form "Bidder's Principle Experience and Reference". Contracts will be awarded only to responsible prospective Contractor(s) who:
- .01 Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.
  - .02 Have a satisfactory record of performance. (Contractors, who are delinquent in current Contract performance, when the number of Contracts and the extent of delinquencies of each are considered, shall be presumed to be unable to fulfill this requirement).
  - .03 Conform to the requirements of Anti-discrimination Clause.
  - .04 Are otherwise qualified and eligible to receive an award under applicable laws and regulations.
- 1.03 **INTERPRETATION OF BID DOCUMENTS:** If any Bidder needs additional information or is in doubt as to the true meaning of any part of the Drawings, Specifications, or other bid documents, he may submit to the Public Works Director a written request for such information or an interpretation thereof. Any interpretations or revisions to the bid documents will be made only by an Addendum issued by the Public Works Director. A copy of such Addendum will be mailed or delivered to each person securing a set of bid documents, provided that sufficient time is available for the issuance of such Addendum prior to the receipt of bids. Such Addendum shall become part of the bid documents and the costs of such revisions shall be included in the bids. The City and the Public Works Director will not be responsible for any other explanations or interpretations of the bid documents made prior to the receipt of bids.
- 1.04 **FORM/AMENDMENT TO CONTRACT:** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein, and if through mere mistake, or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto, the Contract shall forthwith be physically amended to make such insertion.
- 1.05 **CONSTRUCTION AND MATERIAL SPECIFICATIONS:** All work done under this contract shall conform to the following hierarchy of standards and specifications: 1) the City of



Centerville Specifications including Performance Specifications and all Constructions plans and documents contained herein specific to this contract; and 2) the State of Ohio Department of Transportation (ODOT), Construction and Material Specifications, January 1, 2013 Edition or most recent Edition.

.01 The ODOT Construction and Material Specifications shall be interpreted as follows: Where the word "STATE" occurs, it is to mean City of Centerville. Where the word "DEPARTMENT" occurs, it is to mean the Public Works Department, and where the word "DIRECTOR" or "DEPUTY DIRECTOR" occurs, it is to mean the Centerville City Manager.

.02 Within the City's Specifications where the words "PUBLIC WORKS DIRECTOR" appears it shall mean the Public Works Director or his authorized representative.

1.06 SITE EXAMINATION - Bidders are required to satisfy themselves by personal examination of the work sites and by examination and study of the Contract Documents as to the conditions existing and the difficulties likely to be encountered in the performance of the work. The failure or omission of any bidder to receive or examine any form, instrument, addendum, or other document or to visit the work sites and acquaint himself with the existing conditions shall in no way relieve any bidder from obligations with respect to his bid or to the Agreement. Bidding shall be taken as evidence of compliance with this section.

Special attention shall be paid to all currently existing injury/damage to tree and plant material and/ or sign and lamp posts in mowed areas. Damage shall be noted and submitted in writing to the Public Works Director within two weeks of being awarded the contract or immediately upon notice by the Contractor during the term of the contract. Restitution for damage, whether new or old damage not documented and reported, shall be the responsibility of the Bidder.

1.07 PRE-BID METING - A pre-bid meeting will be held for all interested bidders on Thursday, March 12, 2020 at 1:30 P.M. at the City's Public Works Center, 7970 South Suburban Road. While attendance at the meeting is not required, it is *highly encouraged*.

## 2.00 PERFORMANCE PHASE

2.01 COMMENCEMENT OF WORK: Work on this contract shall begin upon direction by the City. The successful Bidder should not begin work under any circumstances before entrance into the written Contract with the City.

If for any reason work is not commenced within one week of notification by the City to begin, the contract may be canceled. The City will be checking all parcels on a regular basis. In the event work is not performed in accordance with specifications, the parcel(s) may be maintained in an alternate manner, and the remaining period of the Contract may be void. The Contractor would then be responsible for any additional cost incurred by the City, due to failure to perform as specified in the bidding specifications.

2.02 TIME OF COMPLETION: Work shall be completed according to the reported schedule and as agreed to by the City. Only in the case whereby unforeseen circumstances, such as unusually inclement weather or natural disaster, and by no fault of the contractor, may the performance dates be altered.

- 2.03 LOCAL HEADQUARTERS: The bidder, if awarded the contract, must maintain a local headquarter where he can readily be reached. The City of Centerville must also be given a telephone number where the Contractor (or his representative) can be reached readily and without delay during regular City working hours as well as during non-working hours.
- 2.04 CHANGE ORDERS: The City reserves the right to execute change orders to the contract based upon the unit prices quoted. All change order requests initiated by the Contractor must be submitted in writing and must be approved by the Public Works Director.
- 2.05 SUBCONTRACTORS: None of the work to be done under this contract shall be sublet or assigned without the written consent of the Public Works Director and of the Contractor's surety. Any assignment of this contract will not release the Contractor or his surety from the faithful performance of the contract. All contracts made by the Contractor with subcontractors are to be covered by the terms and conditions of the General Contract. The Contractor shall fully inform his subcontractors in regard to these terms and conditions. The Contractor is, and remains, fully responsible to the City of Centerville for the full and complete performance of the contract.
- 2.06 SAFETY AND TRAFFIC CONTROL: The successful bidder will be required to stay in close contact with the Centerville Public Works Department to plan and coordinate the different phases of work in such a way that no major inconveniences will be created.

**3.00 COMPENSATION AND RETENTION**

- 3.01 PARTIAL PAYMENT: The Contractor shall provide an itemized list of all work performed. An invoice shall be submitted monthly with the costs for providing services. The invoice shall be submitted to and certified as correct by the Public Works Director. The Contractor shall note at the top of each invoice "LAWN MOWING AND AERATING 2020-2021". The Contractor shall specify the parcel number(s) and the date(s) that the work was performed. This information shall concur with the dates called in or e-mailed to the Public Works Department as the completion dates for work performed at said parcel(s).

Monthly payments will be made to the Contractor within 15 days after receipt of an invoice provided that scheduled work is satisfactorily completed and all obligations are performed.

The City may withhold payment if it is determined that the Contractor has not performed in accordance with the Contract or has caused damage left unrepaired by Contractor as of the bill submission. Should payment be withheld, the amount shall be determined by the City and shall represent a percentage of the contract amount for the incomplete or unsatisfactory work on the said parcel. In the case of damage to property, the amount withheld shall be the cost to repair said damage should the contractor fail to repair the damage to the City's satisfaction.

- 3.02 FINAL PAYMENT: One final payment for each calendar year shall be made to the Contractor within 31 days after all work is completed and accepted by the City and after all provisions are complied with as outlined in the contract. An invoice shall be submitted to and certified as correct by the Public Works Director.
- 3.02 TAX EXEMPTION: The Contractor will furnish a sales tax exemption certificate for completion by the City of Centerville, Ohio.

#### 4.00 BONDING AND INSURANCE

4.01 **PERFORMANCE BOND:** The successful bidder(s) shall be required to post a performance bond in an amount equal to 100% of the total 2 year contract price awarded to their company. Said performance bond shall remain in effect the entire term of the contract. The performance bond shall be executed by the Contractor(s) and approved Surety Company authorized to do business in Ohio. The American Institute of Architects (AIA) performance bond is NOT an acceptable document. If, at any time after execution and approval of this Contract and the Performance Bond required by the Contract Documents, the City of Centerville should deem any of the sureties upon such bond to be unsatisfactory or if, for any reason, such bond shall cease to be adequate surety for the City of Centerville, the Contractor shall within five days after notice of the City of Centerville to do so, furnish a new or additional bond, in form, sum and signed by such sureties as shall be satisfactory to the City of Centerville. No further payment shall be deemed due or made to the Contractor unless and until such new or additional bond shall be furnished and approved.

4.02 **INSURANCE REQUIREMENTS:** The Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors.

.01 Minimum Scope of Insurance - Coverage types shall include and be at least as broad as:

.001 **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, with limits no less than \$2,000,000 per occurrence for bodily injury, property damage, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO form CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.

.002 **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

.003 **Workers’ Compensation** insurance as required by the State of Ohio, and Employers’ Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Worker’s Compensation, Employers’ Liability coverage must be endorsed on the Commercial General Liability policy.

.02 Other Insurance Provisions - The policies are to contain or be endorsed to contain, the following provisions:

.001 **Additional Insured:** “The City of Centerville, its officials, agents, employees and volunteers” are to be covered as Additional Insureds on the Commercial General Liability, Automobile Liability and Contractor’s Pollution Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in

connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

.0001 To provide appropriate Additional Insured coverage for general liability, including liability arising out of the products-completed operations hazard, Contractor agrees to use the following endorsement(s), or similar endorsements providing equal or broader Additional Insured coverage:

.00001 ISO Form CG 20 10 11 85, OR if later revisions are used;

.00002 ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; AND ISO Form CG 20 37 10 01.

.002 **Primary Coverage:** For claims related to this project, the Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

.03 Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse the City, its officials, agents, employees and volunteers, as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.

.04 Waiver of Subrogation – Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to secure endorsements necessary to effect this waiver of subrogation.

.05 Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

.06 Verification of Coverage - The Contractor shall furnish the City with **Certificates of Insurance** and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the City before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

The Contractor and all Subcontractors shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation during the Contract term. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City.

.07 Non-renewal, Cancellation, or Material Change of Coverage. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the

City. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, **Contractor agrees to notify the City** by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

- .08 Subcontractor's Insurance - The Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- .09 Special Risks or Circumstances – City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **PERFORMANCE SPECIFICATIONS**

### **LAWN MOWING AND AERATING 2020-2021 (MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

- I. **TIMING** – Unless otherwise noted work within this contract may be performed Monday through Saturday excluding any holidays between the hours of 8:00 A.M. and 8:00 P.M. Exceptions to this include services at Stubbs Park. Mowing and aerating will be prohibited in Stubbs Park on weekends and holidays due to scheduled events unless extenuating circumstances dictate otherwise and said work is approved in advance by the City.

While it may be acceptable during the spring and fall (wet weather seasons) to establish a ‘typical’ day to mow awarded parcels, cutting height, not typical day, SHALL BE the determining factor in all mowing schedules. During the remaining (i.e. drier) portion of the mowing season it is the Contractor’s responsibility to follow the cutting height requirements specified in section IV below.

**SCHEDULING - MOWING – Contractors shall be required to notify the City by telephone or e-mail at least 24 hours prior to mowing of parcels.** The Contractor may be instructed by the City to delay said mowing due to weather concerns, lack of need for the parcels to be mowed at that time, or other localized reasons. Both telephone and e-mail are available for messages 24 hours a day, seven days a week. Reported information shall include Contractor name, parcel number(s) and location(s), and date(s) planned for said mowing. Unless otherwise advised by the City (within 24 hours of said notification), the Contractor may proceed with the planned mowing.

**SCHEDULING - AERATING – Contractors shall be required to notify the City by telephone or e-mail at least one week ahead of the proposed time to aerate.** The Contractor may be instructed by the City to delay said aerating due to weather concerns, specifically the ground being too wet or too dry to aerate successfully, to allow for irrigation lines to be flagged, or for other localized reasons. Both telephone and e-mail are available for messages 24 hours a day, seven days a week. Reported information shall include Contractor name, parcel number(s) and location(s), and date(s) planned for said aerating. Unless otherwise advised by the City, the Contractor may proceed with the planned aerating.

**REPORTING - Contractors shall be required to notify the City by telephone or e-mail within 24 hours of completion of mowing and/ or aerating parcels.** The Contractor shall supply the date, their name, parcel number and location of area(s) mowed or aerated. 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.**

- II. **SAFETY AND TRAFFIC CONTROL** - Mowing and aerating equipment traversing City streets shall be properly licensed and marked with appropriate warning signs and lights. Said equipment shall be operated in a manner consistent with local laws and safety standards. Traffic control 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’. Signs shall be placed on each side of the center roadway medians

and shall be visible to traffic at all times while work is being performed in the center roadway medians. At no time should it be deemed necessary to close a traveled lane. The Contractor is directed to (legally) park trucks and trailers used to transport equipment to and from jobsites on adjacent side streets. Special attention shall be given to the high vehicular and pedestrian traffic on many job sites. All necessary precautions for safety shall be taken.

**All personnel working on medians or along roadsides (within public right of way) as well as on City 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.

**III TRASH & DEBRIS CLEAN-UP – Prior to starting each mowing or aerating service** all trash, litter, debris, sticks, etc. shall be collected from the parcel area. Said trash, litter, debris, etc. must be removed from the parcel area when work is completed. It is the contractor’s responsibility to dispose of said material in a proper manner. **Failure to collect trash, litter, and debris prior to mowing i.e. if chopped trash is observed on newly mowed turf, a 50 percent deduction in pay per parcel (so observed with chopped trash) will be implemented.**

**IV. CUTTING HEIGHT**

**A) The INITIAL CUTTING** each season shall be to a height of 3 inches.

**B) The SPRING CUTTINGS** shall be to a height of 4 inches. Grass SHALL NOT be cut before the overall height reaches 5 inches and SHALL BE cut before reaching approximately 6 inches in height. Spring procedure shall be followed until the temperatures consistently remain above 70°F.

**C) SUMMER CUTTINGS** shall be to a height setting of 3.5 to 4 inches. The grass SHALL NOT be cut before the overall grass height reaches 5 inches and SHALL BE cut before reaching approximately 6 inches in height. Summer practices shall be followed until the first frost or early October, whichever comes first, at which time fall cutting practices shall begin.

**D) FALL CUTTING** height shall be 3 inches. The grass SHALL NOT be cut until the overall height reaches 4 inches and SHALL be cut before the overall height reaches 5 inches.

**E) The FINAL 2 CUTTINGS** each season shall be reduced to a height setting of 2.5 to 2.75 inches. The procedures listed are to be followed unless otherwise noted for individual parcels or instructed by the Public Works Director.

**F) Unless otherwise noted weekly scheduling based on calendar days only IS NOT acceptable. Scheduling SHALL BE based on the grass height. The Contractor shall be held responsible to follow these requirements.**

**V. 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. **Grass areas under 2' width shall require a maximum 21"**

**wide unit** and at no time shall the mower (or aerator) used be wider than the grass area being mowed (or aerated). **Riding mowers are prohibited in the Uptown District.(formally Architectural Preservation District).** Following advance review and approval by the City, a push or SMALL stander mower should be acceptable in the Uptown.

**B) HEIGHT** - Cutting height shall be adjusted and performed to prevent scalping. Ground speed at which mowing is performed shall allow for all grass blades to be uniformly cut and to prevent excessive bouncing of the mower deck thereby bending over grass blades and resulting in missed or uneven cutting of grass blades.

**C) DIRECTION** - Where applicable mowing direction shall change with each cutting (i.e. North - South one time, then East - West the next time).

**D) 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 from or crack the bases or hand hole covers on light poles, etc.). 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 aerating will be the contractor's responsibility to repair to the satisfaction of the City. The contractor shall be responsible for any damage to sign posts, lamp posts, etc. during the mowing process. Repeated requests by the City to the contractor to stop damage or tire ruts will result in a penalty (i.e. payment reductions) being imposed.

Before commencing the aerating process, the Contractor shall allow sufficient time for the City to locate and flag all irrigation heads and valves. The Contractor is responsible to perform aeration work so as not to damage the irrigation system(s). Should the Contractor be in doubt of irrigation system locations, it is his responsibility to clarify the locations before proceeding. The Contractor shall be held responsible for any damage to irrigation equipment caused by the aeration process once it is located by the City.

**E) 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 flower bed, 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). Repeated requests by the City to the contractor to address grass clippings will result in a penalty (i.e. payment reductions) being imposed.

**VI TRIMMING** - Trimming of grass and other vegetation shall be performed with each mowing around all upright objects (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 City to the contractor to correct improper trimming practices will result in a penalty (i.e. payment reductions) being imposed.



**VII. AERATING** – Except for the fields at Stubbs Park, all aerating work must be performed using walk behind units with hollow tines. The large, open fields at Stubbs Park may be aerated with tractor pulled aerating units outfit hollow tines. Areas within Stubbs Park around buildings, playgrounds, along paths, around landscape beds, etc. that cannot be accessed with a tractor mounted aerating unit must be aerated using a walk behind unit. The minimum plug depth for all parcels shall be three (3”) inches. Care shall be taken to avoid hitting any trees, shrubs, or other landscape features as well as any poles, fire hydrants, lamp posts, signs, etc. Aeration shall be performed in a criss-cross pattern on the City Hall, the Police Department, and the Public Works lawns as well as in the open fields at Stubbs Park. Existing irrigation lines will be flagged ahead of the aeration work. Locations with irrigation lines are noted in the Parcel descriptions. Following aerating work, the contractor shall clear all plugs from adjacent paved surfaces.

## PARCEL DESCRIPTIONS

### LAWN MOWING AND AERATING 2020-2021 (MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)

The following list describes the parcels to be bid, including the parcel number and a description of the parcel. On the bid sheets, the parcels are grouped together in five different groups. The work will be awarded by group. The City reserves the right to award or not award this work depending on bid prices received. Parcel maps are available as part of this bid document.

<b><u>Parcel Number</u></b>	<b><u>Parcel Description</u></b>
<b>1</b>	<ul style="list-style-type: none"><li>◆ <b>Rahn Road - MOWING AND AERATING</b><ul style="list-style-type: none"><li>A) <u>Center medians</u> (5) from the railroad right-of-way/ corporation line, westward to Marshall Road.</li></ul></li><li>◆ <b>Green Tree Road - MOWING AND AERATING</b><ul style="list-style-type: none"><li>A) <u>Center median</u> (1) from Red Coach Road to the end.</li></ul></li></ul>
<b>2</b>	<ul style="list-style-type: none"><li>◆ <b>East Whipp Road - MOWING AND AERATING</b><ul style="list-style-type: none"><li>A) <u>Center medians</u> (3) from Wilmington Pike westward to the corporation line near Overbrooke Road.</li><li>B) <u>Old R&amp;R Track area</u> from the Chimney's Apartments' west property line to the Church of Jesus Christ's east property line - the area between the curb and sidewalk and area approximately 6' behind the walk.</li></ul></li></ul>
<b>3</b>	<ul style="list-style-type: none"><li>◆ <b>Wilmington Pike - MOWING AND AERATING</b><ul style="list-style-type: none"><li>A) <u>Center medians</u> (4) from Clyo Road southward to Briggs Road.</li><li>B) <u>Center medians</u> (5) from Brown Road southward to I-675.</li><li>C) <u>North of I-675 - West side</u> from Bob Evans Restaurant's Wilmington Pike entrance southward to the merge sign – the area from the curbside to the drainage ditch. Also the triangular area between the two interstate entrance ramps.</li><li>D) <u>I-675 interchange and southward - West side</u> at each entrance and exit ramp corner – the area from the edge of pavement to the guardrail including the hillside at/ under the bridge and then continue southward to the end of the L/A fence near the north property line of the Miami Valley Hospital property - the area between the edge of pavement/ curb and sidewalk and the area back to the guardrail behind the sidewalk.</li></ul></li></ul>

**Parcel  
Number**

**Parcel  
Description**

**3 cont'd**

E) I-675 interchange and southward - East side from the north end of the L/A fence north of the interchange and then southward to include each entrance and exit ramp corners – the area ~50' back from the road edge and then continue southward to the end of the L/A fence near the north property line of the church property - the area between the edge of pavement including the hillside at/ under the bridge and to brush line and/ or guardrail. Also the triangular area between the two interstate entrance ramps.

**◆ Feedwire Road – MOWING AND AERATING**

A) Center medians (2) from Wilmington Pike eastward toward the I-675 overpass.

B.) North and South side of roadway just west of I-675 overpass for about 200 LF – area along the guardrail and approximately 15 feet back from the road edge

**4**

**◆ Clyo Road - MOWING AND AERATING**

A) Center medians (30) from Wilmington Pike westward and then southward to the St. Leonard's entrance south of Franklin Street/ Centerville Station Road. SEE MAPS LABELED PARCEL 4A AND 4B.

B) Center medians (2) on Clyo Road extension (east of Wilmington Pike) from corporation line to corporation line. Also on both Clyo Road and Possum Run Road the area between the sidewalk or hiker-biker path and the curb and an area approximately 5 feet back of the sidewalk or hiker-biker path. SEE MAP LABELED PARCEL 4C.

C) North side west of Thomas Paine Parkway to the east property line of the daycare – the area between the curb and sidewalk and the area approximately 4' north of the sidewalk. SEE MAP LABELED PARCEL 4A.

D) Gazebo at the northwest corner of the Clyo Road and Bigger Road intersection including the area approximately 100' and north and west from said intersection and inward 30' from the curb. SEE MAP LABELED PARCEL 4A

E.) Gazebo and open space at the southeast corner of the Clyo Road and Millerton Drive intersection extending southward to the north property line of the Professional Center and eastward from the curb to the east border bounded by the private property line (area extends roughly to backside of the mound). Care shall be taken to mow and trim this entire

<u>Parcel Number</u>	<u>Parcel Description</u>
4 cont'd	<p>area all the way to the private property line of the adjacent homes. SEE DETAILED PARCEL 4B (ZOOMED) MAP.</p> <p>◆ <b>Forest Brook Blvd - MOWING ONLY</b>  A) <u>Center medians</u> (3) from Ambridge Road southeastwardly to end – area between the curb and the top of the concrete channel lining. SEE MAP LABELED PARCEL 4B.</p> <p>◆ <b>Lockport Blvd - MOWING AND AERATING</b>  A) <u>Center median</u> (1) from Centerville Station Road northward to Millerton Drive. SEE DETAILED PARCEL 4B (ZOOMED) MAP.</p> <p>◆ <b>Mill Run Ct, Glen Arbor Ct, and Old Stone Ct- MOWING AND AERATING</b>  A) <u>Center medians</u> (3, one on each street) from Millerton Drive to end. SEE DETAILED PARCEL 4B (ZOOMED) MAP.</p>
5	<p>◆ <b>Bigger Road - MOWING AND AERATING</b>  A) <u>Center medians</u> (6) from Alex Bell northward to the corporation line.</p> <p>B) <u>I-675 overpass</u> — Guardrails southwest, northwest, and southeast of the overpass. Work to include the area between the curb and sidewalk and from the sidewalk back a distance 5 feet beyond the guardrail, just over the crest of the slope. All guardrail posts to be trimmed around with each service.</p>
6	<p>◆ <b>Alex Bell Road - MOWING AND AERATING</b>  A) <u>Center medians</u> (11) from Loop Road eastward to Bigger Road.</p> <p>B) <u>South side</u> – the triangular shaped area of City owned property just west of Whispering Oaks Condominiums including the tree lawn area (between the sidewalk and curb) at the City owned property.</p> <p>◆ <b>Olde Greenbrier Lane- MOWING AND AERATING</b>  A) <u>Center medians</u> (2) from Alex Bell Road northward to Norwich Lane.</p> <p>◆ <b>Loop Road- MOWING AND AERATING</b>  A) <u>East side</u> from Versailles Road northward to the I-675 overpass and north of the overpass to the Enterprise Property line from the curb to brush line including trimming around all guardrail posts with each service.</p>

<u>Parcel Number</u>	<u>Parcel Description</u>
6 cont'd	B) <u>West side</u> from the I-675 overpass - 50' north and south of the bridge. Work to include the area between the curb and sidewalk and from the sidewalk a distance 5 feet beyond the guardrail, just over the crest of the slope. All guardrail posts to be trimmed around with each service.
7	<p>◆ <b>Far Hills Avenue/ State Route 48 - MOWING AND AERATING</b></p> <p>A) <u>Center Medians</u> (4) – Loop Rd. north to North Village Drive</p> <p>B) <u>East side</u> – access road/ curbside green space areas between North Village Drive and southward to Fireside Drive – area between the frontage road and mainline SR 48.</p> <p>C) <u>East side</u> – frontage south of Loop Road to I-675 L/A – area between edge of pavement and ornamental fence including trimming along and around the fence.</p> <p>◆ <b>Fireside Drive – MOWING AND AERATING</b></p> <p>A) <u>Center Medians</u> (4) - SR 48 to North Village Drive</p>
8	<p>◆ <b>South Main Street/ State Route 48 - MOWING AND AERATING</b></p> <p>A) <u>Center medians</u> (12) from Edenhurst Drive southward to south of Sheehan Road.</p> <p>B) <u>Edenhurst Park area</u> at the northwest corner of South Main Street and Edenhurst Drive.</p> <p>C) Access road/ curbside green space areas.</p> <p>1) <u>West side</u> from Edenhurst Drive southward to the end of the access road just south of Bristol Road (to the rear property line of first house south of Bristol).</p> <p>2) <u>East side</u> from 174 S. Main Street southward to Loganwood Drive.</p>
9	<p>◆ <b>Yankee Trace area - MOWING AND AERATING</b></p> <p>A) <u>Center median</u> (1) Yankee Street – between Yankee Trace Drive and Heritage Lake Drive. This median has an irrigation system.</p> <p>B) <u>Center medians (2)</u> - Social Row Road – east of Yankee Street and area along north side of road across golf course frontage, just west of corporation line – between the sidewalk and curb and to tree line back of walk and approximately 400 LF. These medians have an irrigation system.</p>

**Parcel  
Number**

**Parcel  
Description**

9 cont'd

C) Center medians (2) - Paragon Road – north and south of Vintage Green Way. These medians have an irrigation system.

10

◆ **STUBBS PARK** – South Section - MOWING AND AERATING

A) Southern Park area includes approximately 40 total acres with roadway frontage on West Spring Valley Road and Virginia Avenue. This south section includes the area bounded by Virginia Avenue and the Police Department to the east, West Spring Valley and the Police Department to the south, the Park property line to the west, and a line extending from Peachcreek Drive eastward across the north side of the rollerblade/ in-line skating rink and back to Virginia Ave. to the north. **Care shall be taken to trim around all trees and landscape features with each mowing.** Additionally edging is to be done at the walkways and around the Amphitheater, Veteran’s Memorial and the Fire Fighter’s Memorial with each mowing. This parcel shall also include the tree lawn areas (area between the sidewalk and curb) on both West Spring Valley Road and Virginia Avenue.

B) South and southeast side of the amphitheater hill trimming including the area around all trees and bushes. This trimming shall be done four (4) times each calendar year – mid-May, mid-June, late July and mid-September.

**Special Note:** Mowing and aerating will be prohibited in Stubbs Park on weekends and holidays due to scheduled events unless extenuating circumstances dictate otherwise and said work is approved in advance by the City.

11

◆ **STUBBS PARK** – North Section - MOWING AND AERATING

A) Northern Park area includes approximately 22 total acres with future roadway frontage along Virginia Avenue to the east. This parcel is mainly undeveloped. This northern section of Stubbs Park is bounded to the east by the Virginia Avenue extended right of way and the Park’s property lines across the north and west. Its southern boundary shall be a line extending from Peachcreek Drive eastward across the north side of the rollerblade/ in-line skating rink and back to Virginia Avenue extended. Care shall be taken to trim around all trees and landscape features with each mowing. Edging along the Virginia Avenue connector sidewalk is required with each mowing.

<u>Parcel Number</u>	<u>Parcel Description</u>
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11 cont'd

Please note that this north section of the Park includes walking paths, a Cricket field and a disc golf course. Trimming and edging is required along and around all features of these amenities with each service. This includes the concrete pad for the Cricket field as well as all of the tee pads, goal baskets, and signs on the disc golf course. There are also benches and refuse containers that must be trimmed around with each mowing.

**Special Note:** Mowing and aerating will be prohibited in Stubbs Park on weekends due to scheduled events unless extenuating circumstances dictate otherwise and said work is approved in advance by the City.

12     ♦ **CITY OWNED PROPERTIES – AERATING ONLY**

- A)     City Hall, 100 West Spring Valley Road. (Irrigated property)
- B)     Public Works, 7970 South Suburban Road
- C)     Centerville Police Department, 155 West Spring Valley Road and including the median on Virginia Avenue north of West Spring Valley Road.
- D)     Pocket Park, Southeast corner of SR 48 and Alex-Bell Road.

13     ♦ **UPTOWN (FORMALLY ARCHITECTURAL PRESERVATION DISTRICT) – MOWING AND AERATING. Unless otherwise approved this parcel must be scheduled for MONDAY service.**

- **Special Note:** Many of the tree lawn areas in this parcel are typically about 2' wide and require equipment no larger than a 21 inch wide walk behind unit. The unit can be no wider than any of the tree lawn areas. **Riding units are not permitted in any tree lawn area of the APD.** As there are trees, decorative street lights, and signs located in the narrow tree lawn it is required that the unit be of an appropriate size to accommodate the narrow tree lawn and be able to be operated so as to NOT bump into and subsequently damage these features. Additionally all of the features shall be trimmed around with each mowing. Care shall be taken to blow all clippings from the street and the sidewalk with each mowing.
- A) South Main Street - tree lawn between curb and sidewalk
  - 1) West side from Franklin St southward to Edenhurst Park
  - 2) East side from Franklin Street southward to the South Main Street access road.
  - 3) Cranston Court - off of the west side of South Main – grass strip along north side of road approximately 8 - 10 feet back of curb.

**Parcel  
Number**

**Parcel  
Description**

**13 cont'd**

- B) North Main Street - tree lawn between curb and sidewalk
- 1) East side from the Wright House northward to 298 North Main.
  - 2) West side from Franklin Street northward to the corporation line.
  - 3) 39 North Main (Vacant Lots North of Town Hall)
  - 4) **Ridgeway Drive and Davis Drive**
    - A) Triangular shaped green space area.
    - B) 32 West Ridgeway (Residential Lawn)
- C) West Franklin Street - tree lawn between curb and sidewalk.
- 1) North side from Main Street westward to Normandy Lane
  - 2) South side from Main Street westward to Virginia Ave and from Gershwin to the corporation line.
  - 3) Vacant lot between 101 and 133 West Franklin and across from Virginia Avenue.
  - 4) Westerfield Drive – grass strip along public parking stalls on west side of the road.
- D) East Franklin Street – tree lawn between curb and sidewalk
- 1) South side from 18 E. Franklin Street eastward to 102 E. Franklin.
  - 2) North side from Main Street eastward to Cemetery Drive.
- E) Gazebo at the northeast corner of West Franklin Street and Normandy Lane including the area along the north side of West Franklin Street from Normandy Lane eastward to the bordering property line and approximately 16' in from the curb. Also the area on the east side of Normandy Lane around the gazebo and northward from the gazebo to the property line – approximately 16' in from the street edge. This area contains an irrigation system.

◆ **West Franklin Street**

- A) Center median (1) near Normandy Lane and north and south tree lawn areas. These areas contain an irrigation system.

◆ **UPTOWN PUBLIC PARKING** – MOWING AND AERATING

- A.) NW quadrant parking lot - grass areas within parking lot.  
B.) NE quadrant - grass area along walk connection between church and business parking lots. SEE DETAILED PARCEL 13C MAP.

Please refer to the attached maps (included as a separate attachment) for parcel boundaries. Bidders are invited to contact the Centerville Public Works Department for a tour of the area and an explanation of what is required.



(SAMPLE)

# CONSTRUCTION CONTRACT

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the **CITY OF CENTERVILLE**, an Ohio municipal corporation, 100 West Spring Valley Road, Centerville, Ohio 45458-3759 ("Owner") and COMPANY NAME; COMPANY ADDRESS.

## WITNESSETH:

**WHEREAS**, pursuant to the requirements of Centerville Municipal Code, bids for the construction of the City of Centerville **LAWN MOWING AND AERATING 2020-2021 (MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)** ("Project") were solicited through the duly advertised bidding process; and

**WHEREAS**, Contractor was found to be the lowest and best bidder for the tasks and location detailed by the City Council of the Owner; and

**WHEREAS**, the parties now wish to enter into a contract for the performance of said Project.

**NOW, THEREFORE**, in consideration of the foregoing recitations and the benefits to them mutually accruing, the parties agree as follows:

## SECTION 1 EFFECTIVE DATE

This Agreement shall be effective on the date the Notice to Proceed is issued by the Owner.

## SECTION 2 CONTRACT DOCUMENTS

The following documents pertaining to the above mentioned project shall be considered to be part of this Agreement and are hereby incorporated herein: the Legal Notice, Instructions to Bidders, Conditions of the Contract (General, Supplementary and Other Conditions), Drawings, Specifications, addenda issued prior to execution of this Construction Contract, any other documents listed in this Agreement and any modifications issued after execution. The Contract Documents represent the entire agreement between the parties hereto and supersede any prior negotiations, representations or agreements, either written or oral.

## SECTION 3 CONSTRUCTION WORK

The Contractor shall undertake and execute all necessary work described in the Contract Documents and to complete same within the time stipulated therein.

## SECTION 4 CONTRACT AMOUNT

At the times hereinafter called for, Owner shall pay the Contractor for the Contractor's performance under this Agreement the total contract amount of \$ \_\_\_\_\_ subject to any change orders, additions and deductions as provided in the Contract Documents.

## **SECTION 5 SCHEDULE OF PAYMENT**

If satisfactory progress is being made, the Contractor will receive monthly payments of the amount of value of work completed. The monthly payments shall be based upon certification by the Owner's Public Works Director and said payment may be approximate only in which event all partial estimates and payments shall be subject to correction in the final estimate and payment.

No estimate will be paid until the Contractor has presented to the Owner's Public Works Director certificates from the Industrial Commission of Ohio that the Contractor has complied with every condition of Sections 4123.01 and 4123.94 of the Ohio Revised Code and, further, that Contractor has fully complied with the provisions of Chapter 1311, Ohio Revised Code with respect to liens on public funds.

The Contractor shall submit requests for partial payments to the Owner's Public Works Director on a monthly basis on a schedule to be agreed upon at the preconstruction conference.

Should any defective work or material or acceptable work that has been damaged by the Contractor's operations be discovered previous to the final acceptance as to the integrity of any part of the completed work, the estimate and payment for such defective or questioned work shall not be allowed until the defect has been remedied and cause for doubt removed.

## **SECTIONS 6 FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the two contract amount, shall be made by the Owner to the Contractor (including any disbursements from the escrow account provided pursuant to Chapter 153, Ohio Revised Code) when (1) the contract has been fully performed by the Contractor except for Contractor's responsibility to correct nonconforming work as provided in the General Conditions and to satisfy other requirements, if any, which necessarily survive final payment; and (2) a final certificate for payment has been issued by the Public Works Director; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Public Works Director's final certificate for payment.

## **SECTION 7 CHANGE ORDERS**

In addition to any other provisions relating to Change Orders, any change of the scope of work to be performed will be requested in the form of a written Change Order. Included in the Change Order will be item description, unit price and total.

## **SECTION 8 INDEMNIFICATION**

The Contractor agrees to indemnify and hold the Owner harmless and free from damages of any kind or nature due to or arising out of the work to be performed pursuant to this Contract of any kind or nature except damages, if any, due to the fault or negligence of the Owner, its Public Works Director, or its agents or employees and the Contractor agrees to reimburse the Owner for any and every reasonable expense incurred as a result of any such claim for damages.

**SECTION 9            NONDISCRIMINATION**

The Contractor agrees that in the hiring of employees for the performance of work under this Contract or for any subcontract related thereto, the Contractor or subcontractors shall not, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen in the employment of any person qualified and available to perform work to which this Agreement relates; and the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin or ancestry.

**SECTION 10          TERMINATION OR SUSPENSION**

The Contract may be terminated by the Owner or the Contractor as provided in the General Conditions. The work may be suspended by the Owner as provided in the General Conditions.

Attached hereto and incorporated herein is a listing of all contract documents.

**SECTION 11          GOVERNING LAW**

The provisions of this Contract shall be governed by the laws of the State of Ohio.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date first above written.

Witness:

CITY OF CENTERVILLE

\_\_\_\_\_

By \_\_\_\_\_  
Wayne S. Davis, City Manager

OWNER

\_\_\_\_\_

\_\_\_\_\_  
Contractor

\_\_\_\_\_

By \_\_\_\_\_  
Signature

**CERTIFICATION OF FISCAL OFFICER**

The undersigned, as Director of Finance of the City of Centerville hereby certifies that funds sufficient to meet the requirements of this Contract have been lawfully appropriated for such purpose and are in the treasury, or in the process of collection.

\_\_\_\_\_  
Director of Finance

The following pages are to be included with your bid

**PROPOSAL FORM  
OFFER**

\_\_\_\_\_, as a Contractor authorized to do business in the State of Ohio,  
proposes to perform the work identified as:

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City of Centerville, \_\_\_\_\_, 20\_\_\_\_\_.

To the City of Centerville, Ohio

GENTLEMEN:

The undersigned hereby declares, as bidder, that he has personally examined the site of the herein proposed work, that the only persons or parties interested in this proposals are those named herein, that this bid is made without any connection with any other person, or making a bid for the same purpose, that he has read the Invitation to Bid, including Instructions to Bidders, General Conditions, Agreement, Bond forms, Specifications, plans and drawings, and the amendments thereto, that he agrees to all of the stipulations therein contained, and he proposes and agrees that if his bid, as submitted in the attached schedule is accepted, he will contract in the form specified in the Invitation to Bid, perform all the work mentioned in the Invitation to Bid and complete the same within the time therein specified after the date of notification by the City to proceed with the work, and will furnish the required bonds all within ten days after date of mailing Notice of Acceptance to him at his address as given below, and that he will accept in full payment therefore the prices named in the attached schedule. Said prices are to include and cover the furnishing of all material, labor, tools, equipment and all other things necessary to complete the entire work in a proper and workmanlike manner according to the plans identified in the Invitation to Bid and upon the terms and conditions and in the manner set forth in the Invitation to Bid, and under penalty of bond hereto attached, and to the full satisfaction and acceptance by the City Council of Centerville.

The following is the name and place of the surety company which will sign the bonds each in the amount of 100% of the bid as surety if the work is awarded to the undersigned.

of \_\_\_\_\_

Local Agent \_\_\_\_\_

Address \_\_\_\_\_

It is hereby agreed that the City of Centerville has the right to reject this proposal, or to award the above described work to the undersigned at the prices stipulated. If the proposal is rejected then the enclosed check for 10% of the amount of the bid, (if a bid bond is not included), which is made payable to the City of Centerville shall be returned to the undersigned as provided in Instruction to Bidders. If the proposal is accepted and the work is awarded and the Undersigned shall fail to enter into a contract in the form and terms set out in the invitation to Bid within ten days after the award shall have been made, then the said check shall be cashed and the amount thereof paid into the Treasury of the City of Centerville as liquidation damages for the failure of the undersigned to comply with the terms of this proposal.

Name of Corporation Submitting Bid \_\_\_\_\_

Name of Partnership Submitting Bid \_\_\_\_\_

If Partnership, Name of Partners \_\_\_\_\_

Name of Individual Submitting Bid \_\_\_\_\_

If Individual, Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

**BID BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That we, Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto City of Centerville, State of Ohio, hereinafter call the City, in the penal sum of dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the principal has submitted the accompanying bid, date \_\_\_\_\_, 20 \_\_\_\_\_, for satisfactory Bid Bond submitted as per attached copy, covering the following project: **Lawn Mowing and Aerating 2020-2021 (Maintenance of Certain Specified City Properties).**

NOW, THEREFORE, if the principal shall not withdraw said bid within the period specified therein after the opening of the same, or if no period be specified, within sixty (60) days after said opening, and shall within the period specified therefore, or, if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, or in the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bond within the time specified, if the principal shall pay the City the difference or failure to enter into such contract and give such bond within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and/or supplies if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument.

Under their several seals this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, and name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, Two Witnesses (if individual).

By \_\_\_\_\_  
Principal

ATTEST: (If corporation)

Corporate Seal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Surety





**BIDDER’S PROPOSED SUBCONTRACTORS**

The Bidder is requested to provide a list of proposed subcontractors for use by the owner in evaluation of the bids:

Subcontractor Name

Trade

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The Owner understands this listing may change based on actual Subcontractor agreements.

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General Contractor's Company Name

**BIDDER’S PROPOSAL SHEETS**

**LAWN MOWING AND AERATING 2020-2021  
(MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

Submitted by: \_\_\_\_\_

Having read the specifications and examined the information contained herein:

**Lawn Mowing and Aerating 2020-2021  
(Maintenance of Certain Specified City Properties)  
City of Centerville**

for the performance of said work in Centerville, Ohio, and having also taken into account all addenda issued, the undersigned hereby proposes to furnish all equipment and material and to perform all labor as specified and described in the said Specifications and as shown in the Plans for the said work, for the period of time specified, for the following sums. The signer further understands that they may bid each task (mowing and aerating), one or all groups, and that the City may award one, or all tasks and/ or groups to a bidder or bidders, depending upon the result of the bid tabulation. Furthermore the signer understands that unit prices are required for each task and each parcel within each group bid. Failure to submit prices for individual parcels will result in the bid being rejected.

**A. STATEMENT BY ALL BIDDERS**

The receipt of the following Addenda to the Contract Document is hereafter acknowledged.

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

**B. BID INFORMATION**

Bidders shall provide prices for each task and each parcel within each group bid upon. Contract awards will be made by group. Payment will be made by parcel.

**UNIT PRICE SHEETS** (see Sheets 1 of 2 and 2 of 2)

**C. COMPLETION DATE INFORMATION**

The bid price reflected above represents performance of the work between approximately April 1<sup>st</sup> and December 15<sup>th</sup> annually, depending on actual weather conditions.

**The actual contract will be for a two year period (2020 and 2021).**

**CERTIFICATE OF NON-COLLUSION**

**LAWN MOWING AND AERATING 2020-2021  
(MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

**CITY OF CENTERVILLE  
STATE OF OHIO**

**A F F I D A V I T**

The undersigned of lawful age, being first duly sworn, deposes and says:

That the condition precedent to the award of the City of Centerville project as above captioned. I

\_\_\_\_\_

(owner)

(partner)

(officer or delegate)

of \_\_\_\_\_

(firm)

do solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company have either directly or indirectly restrained free and competitive bidding on this project by entering into any agreement, participating in any collusion, or otherwise taking any action unauthorized by City of Centerville.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

Seal Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF NON-DISCRIMINATION**

**LAWN MOWING AND AERATING 2020-2021  
(MAINTENANCE OF CERTAIN SPECIFIED CITY PROPERTIES)**

**CITY OF CENTERVILLE  
STATE OF OHIO**

**A F F I D A V I T**

The undersigned of lawful age, being first duly sworn, deposes and says:

That as a condition precedent to the award of the City of Centerville Project as above captioned, I,  
\_\_\_\_\_ of \_\_\_\_\_

(owner) (partner) (officer or delegate) (firm)

do solemnly swear that neither I, nor to the best of my knowledge any member or members of my firm or company will not discriminate against any employee or applicant for employment because of race, religion, color, sex, ancestry, age handicap or national origin. I will take affirmative action to assure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, ancestry, age, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. I agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this non-discrimination clause.

I will, in all solicitations or advertisements for employees placed by or on behalf of myself, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, ancestry, age, handicap or national origin.

In the event of my noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be terminated in whole or in part as set forth in the clause entitled Termination for Default.

\_\_\_\_\_  
Contractor By \_\_\_\_\_ Title

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_  
Notary Public

Residing in \_\_\_\_\_

**DELINQUENT PERSONAL PROPERTY TAXES**

The successful bidder will be required to complete & sign this document.

TO: Director of Finance, City of Centerville, Ohio

I submitted a bid to the City of Centerville on \_\_\_\_\_, 20\_\_\_\_, and having been awarded the contract described as "**Lawn Mowing and Aerating 2020-2021 (Maintenance of Certain Specified City Properties)**" (insert contract number, or a brief description of the work or service to be performed) submit statement to comply with the requirement of Section 5719.042, Ohio Revised Code.

NOTE: If paragraph No. 1 below is applicable, the bidder should sign in the space provided at the end of the paragraph, and then cross out paragraph No. 2.

If paragraph No. 2 below is applicable, the bidder should insert the requested information, and then cross out paragraph No. 1.

No. 1. At the time I submitted by bid I was not charged with any delinquent personal property taxes on the general tax list of Montgomery County, Ohio.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Officer (Title)

No. 2. At the time I submitted my bid I was charged with delinquent personal property taxes, penalties and interest as follows:

\$ \_\_\_\_\_ Delinquent Taxes

\$ \_\_\_\_\_ Penalties

\$ \_\_\_\_\_ Interest

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Signature of Officer (Title)

State of Ohio )  
County of Montgomery) SS.

\_\_\_\_\_, being first duly sworn, says that the statements made above are true and he/she verily believes.

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

BIDDER LIST  
**Lawn Mowing and Aerating**  
**2020-2021**

**Bid Opening – Thursday, March 19, 2020 at 11:00 A.M.**  
**\$10.00 non-refundable fee**

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Company Representative

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Company Name

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Company Address

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Phone

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Fax

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Email

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Company Representative

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Company Name

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Company Address

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Phone

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Fax

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Company Representative

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Company Representative

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Company Name

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Company Address

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Phone

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Fax

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Email

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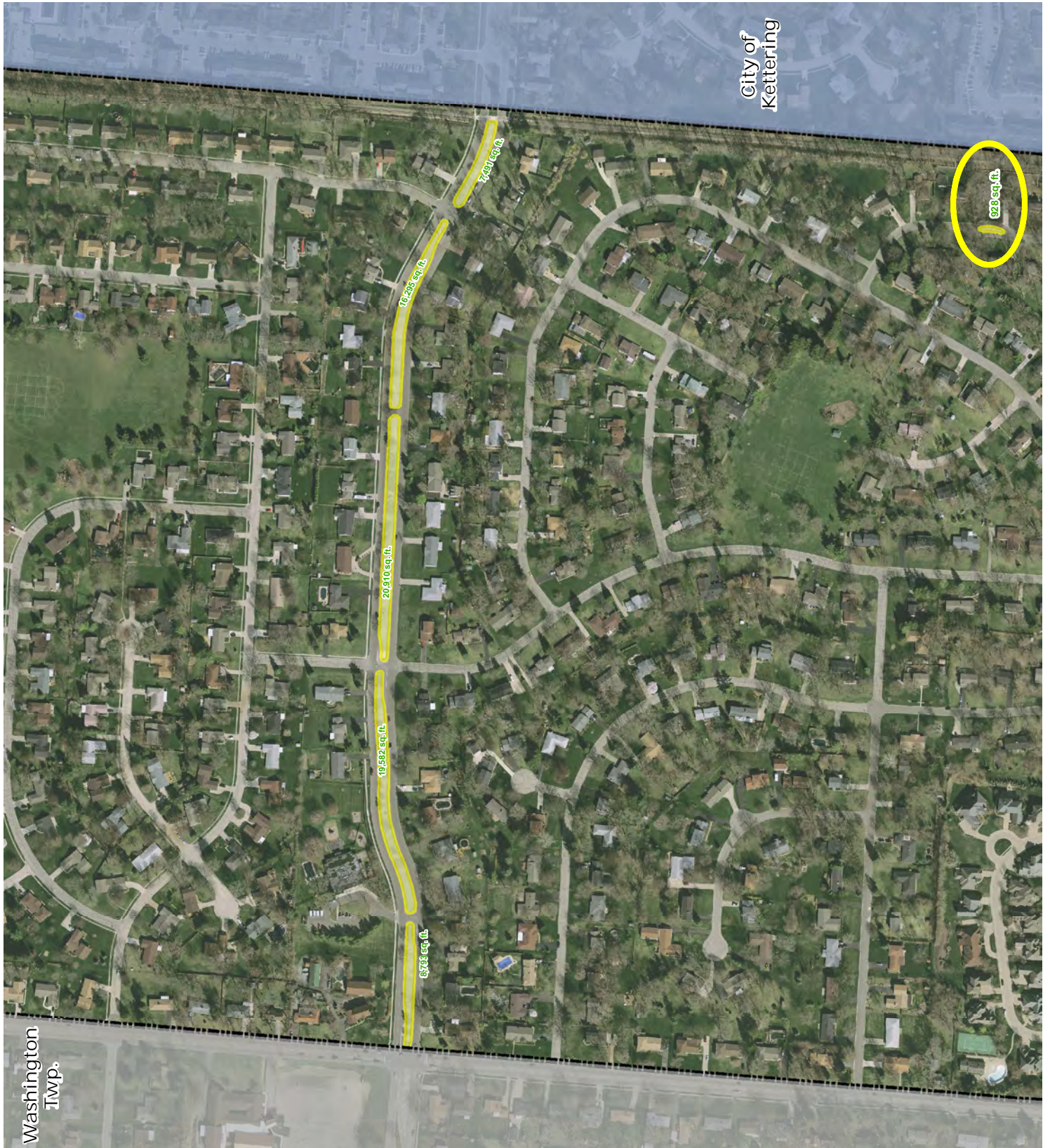
2020-2021 Parcel  
 # 4C  
 Clyo Road - East  
 Mowing & Aerating  
 35,573 sq. ft.



CITY OF CENTERVILLE, OH

Public Works Department  
 7970 South Suburban Rd  
 Centerville, OH 45458  
 Phone: (937) 428-4782  
 Fax: (937) 433-0286





City of  
Kettering

928 sq. ft.

1,421 sq. ft.

16,235 sq. ft.

20,910 sq. ft.

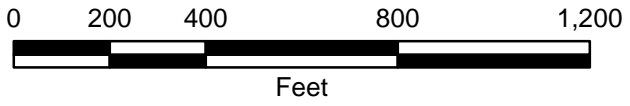
19,582 sq. ft.

6,785 sq. ft.

Washington  
Twp.



2020-2021 Parcel  
# 1  
Rahn Road  
Mowing & Aerating  
74,001 sq. ft.

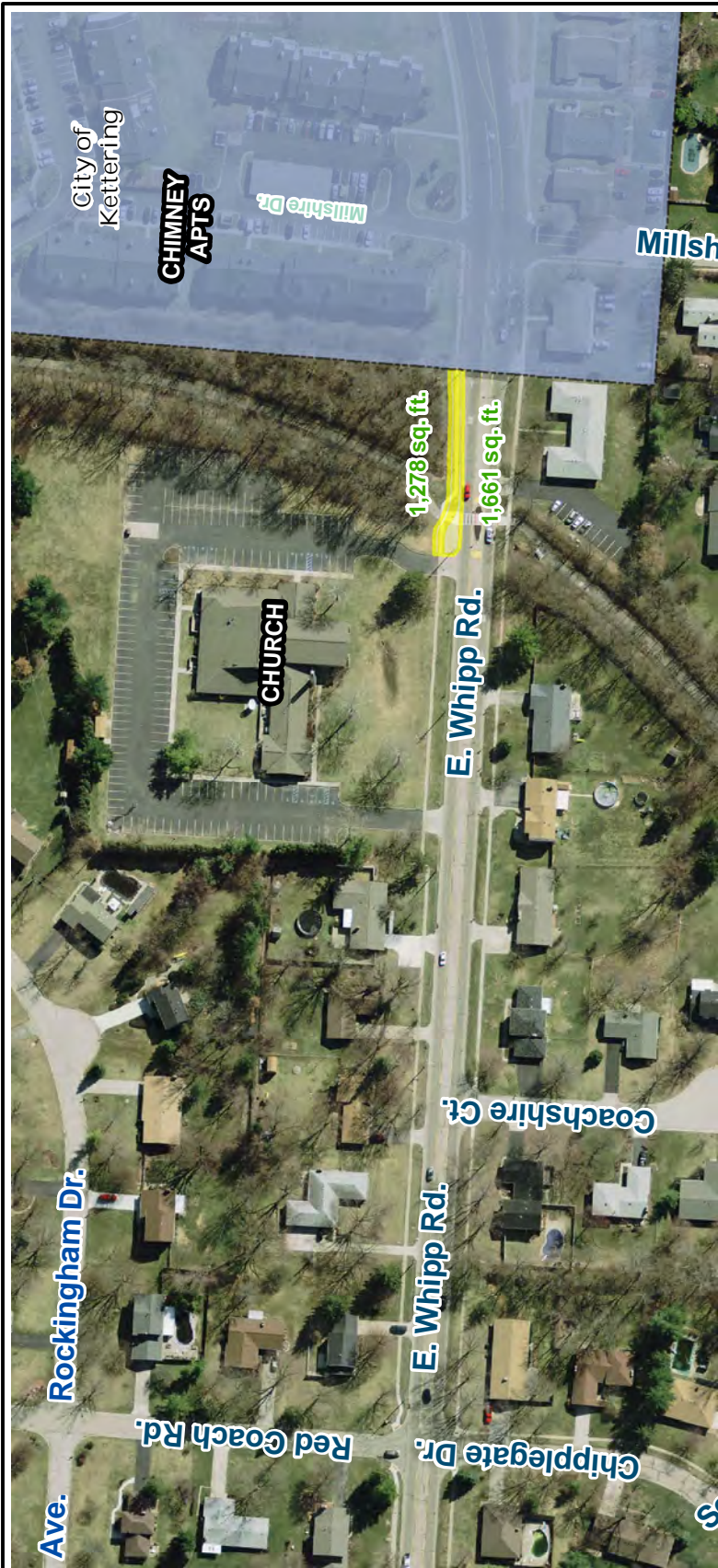


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See Parcel 3



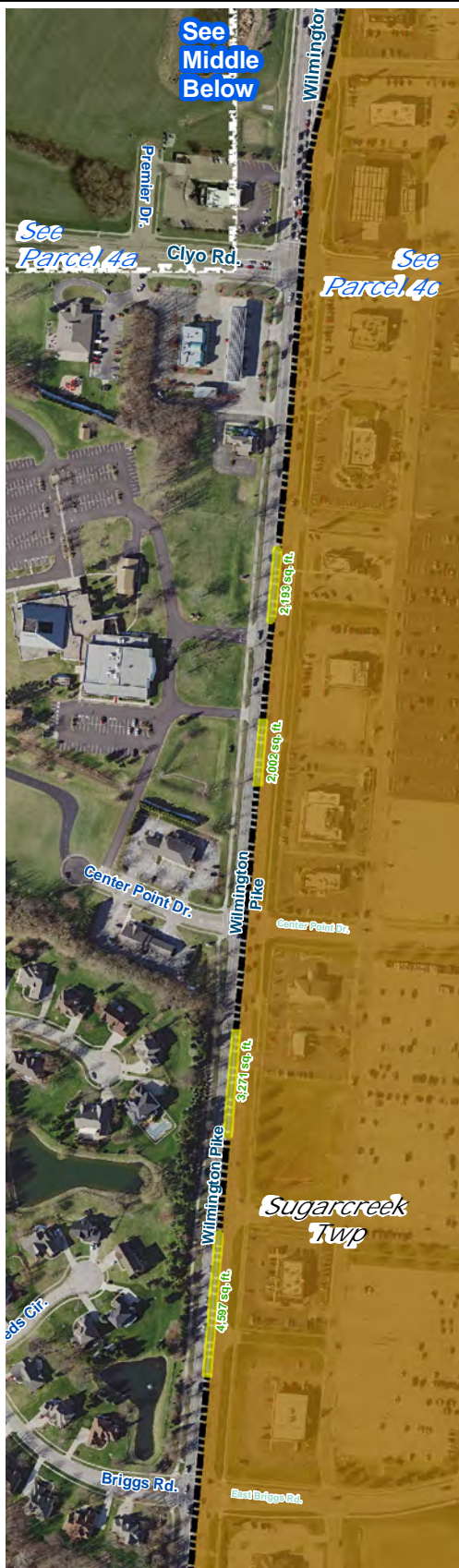
2020-2021 Parcel  
# 2  
E. Whipp Road  
Mowing & Aerating  
6,986 sq. ft.



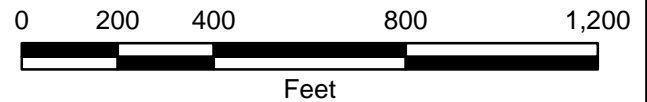
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Centerville, OH 45458  
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Fax: (937) 433-0286





2020-2021 Parcel  
 # 3 Wilmington  
 Pike Mowing &  
 Aerating 177,214  
 sq. ft.



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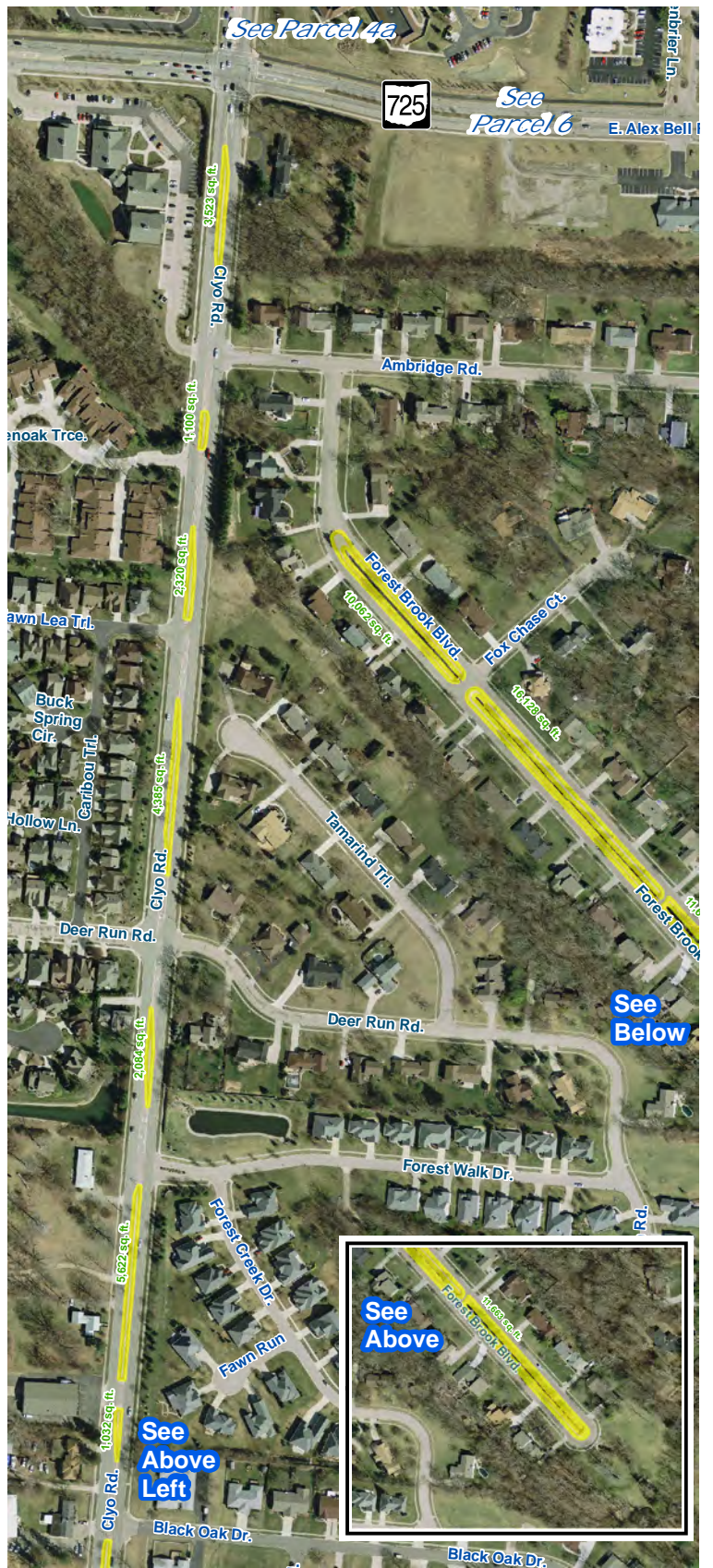
2020-2021 Parcel  
 # 4A  
 Clio Rd - North  
 Mowing & Aerating  
 66,295 sq. ft.



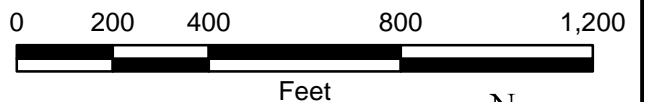
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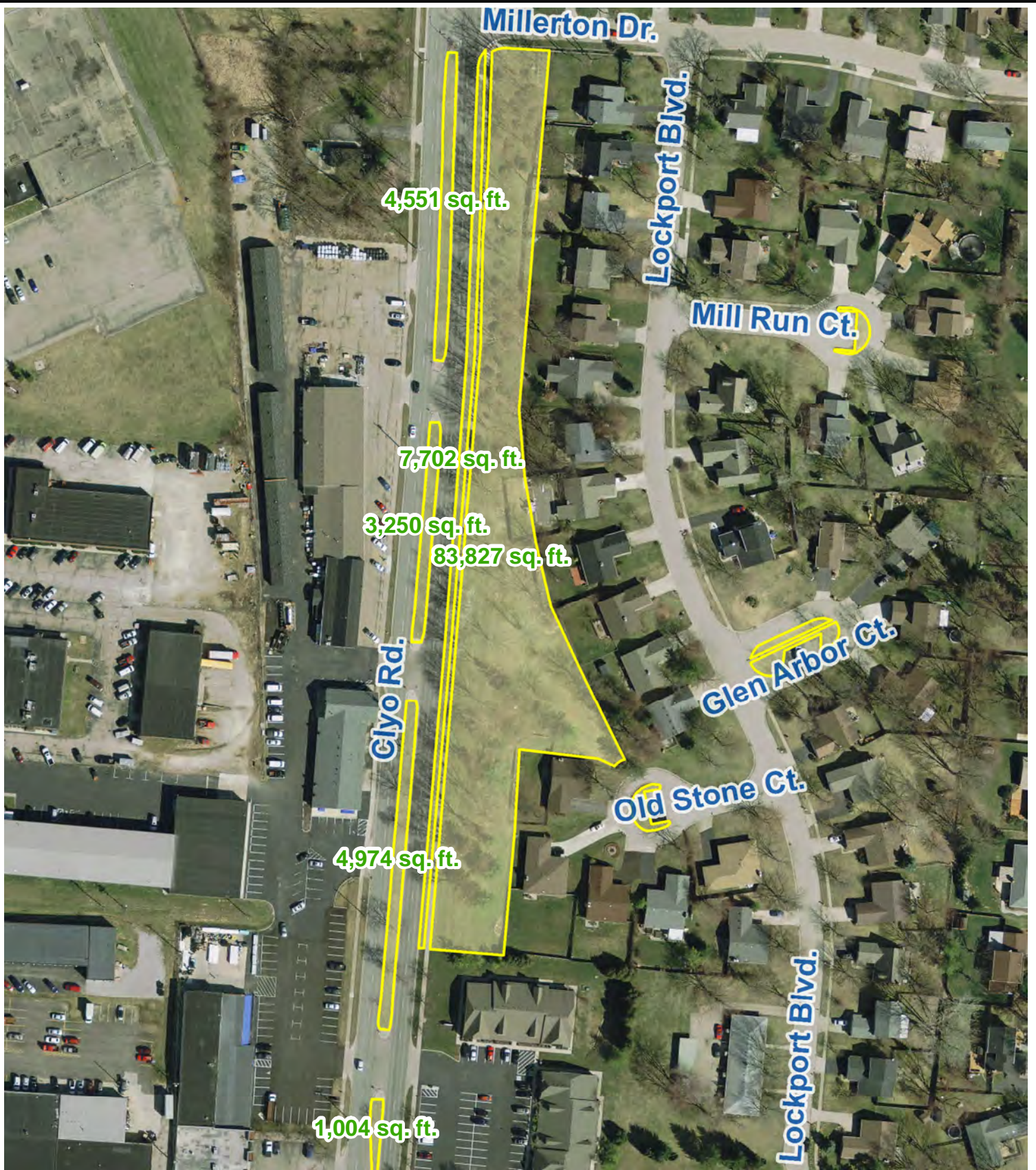
2020-2021 Parcel  
# 4B  
Clio Rd - South  
Mowing & Aerating  
178,258 sq. ft.



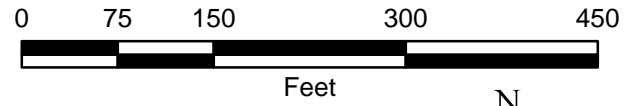
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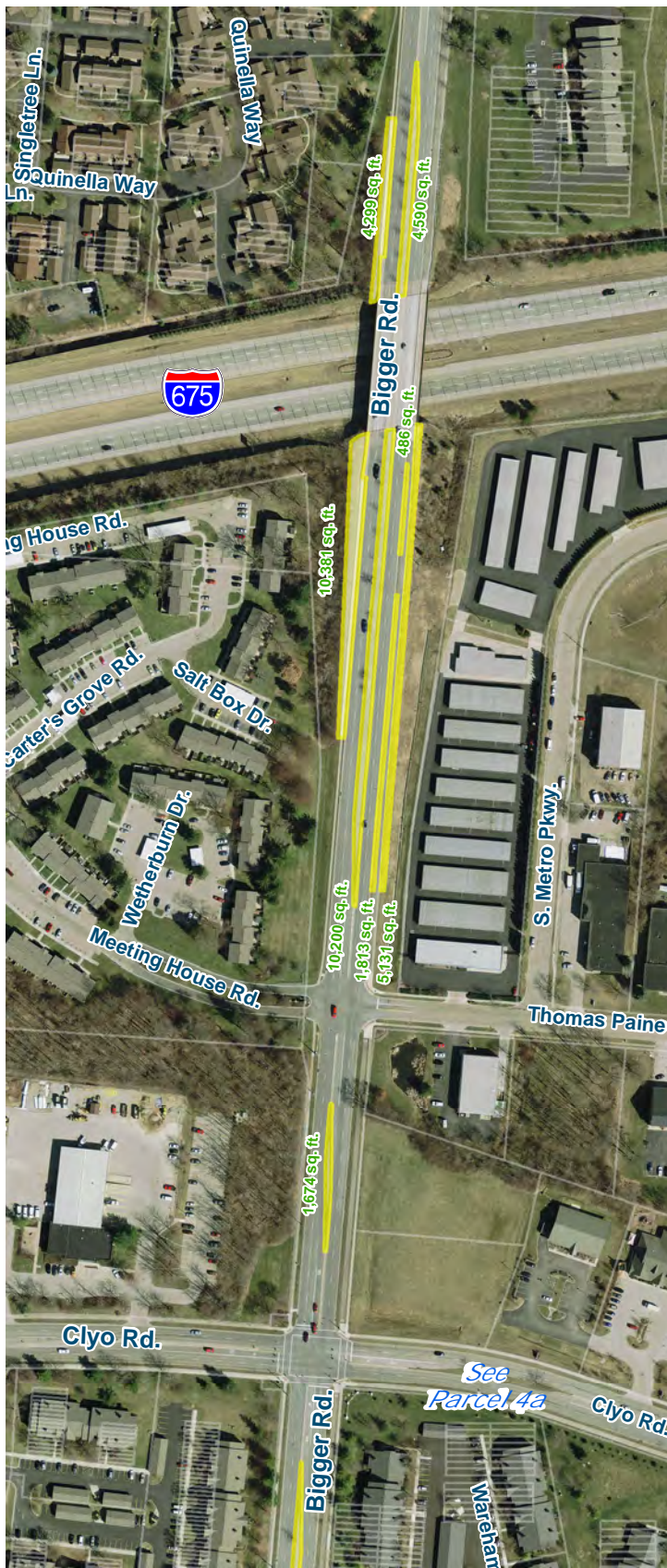
2020-2021  
 Parcel # 4B (Zoomed)  
 Cloyo Rd - South  
 Mowing & Aerating



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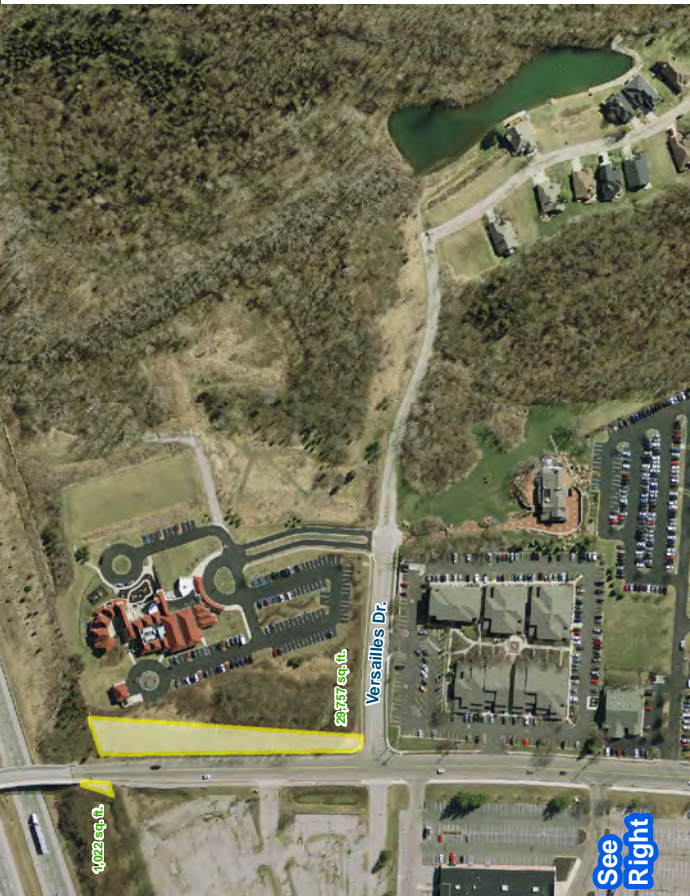
2020-2021 Parcel  
# 5 Bigger Road  
Mowing & Aerating  
53,481 sq. ft.



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2020-2021 Parcel  
# 6  
E. Alex Bell Rd.  
Mowing & Aerating  
93,175 sq. ft.



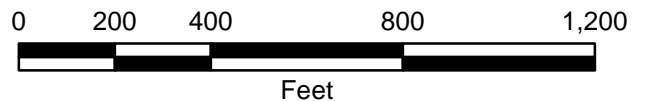
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2020-2021  
 Parcel # 7  
 Far Hills Ave / S.R. 48  
 Mowing & Aerating  
 52,906 sq. ft.

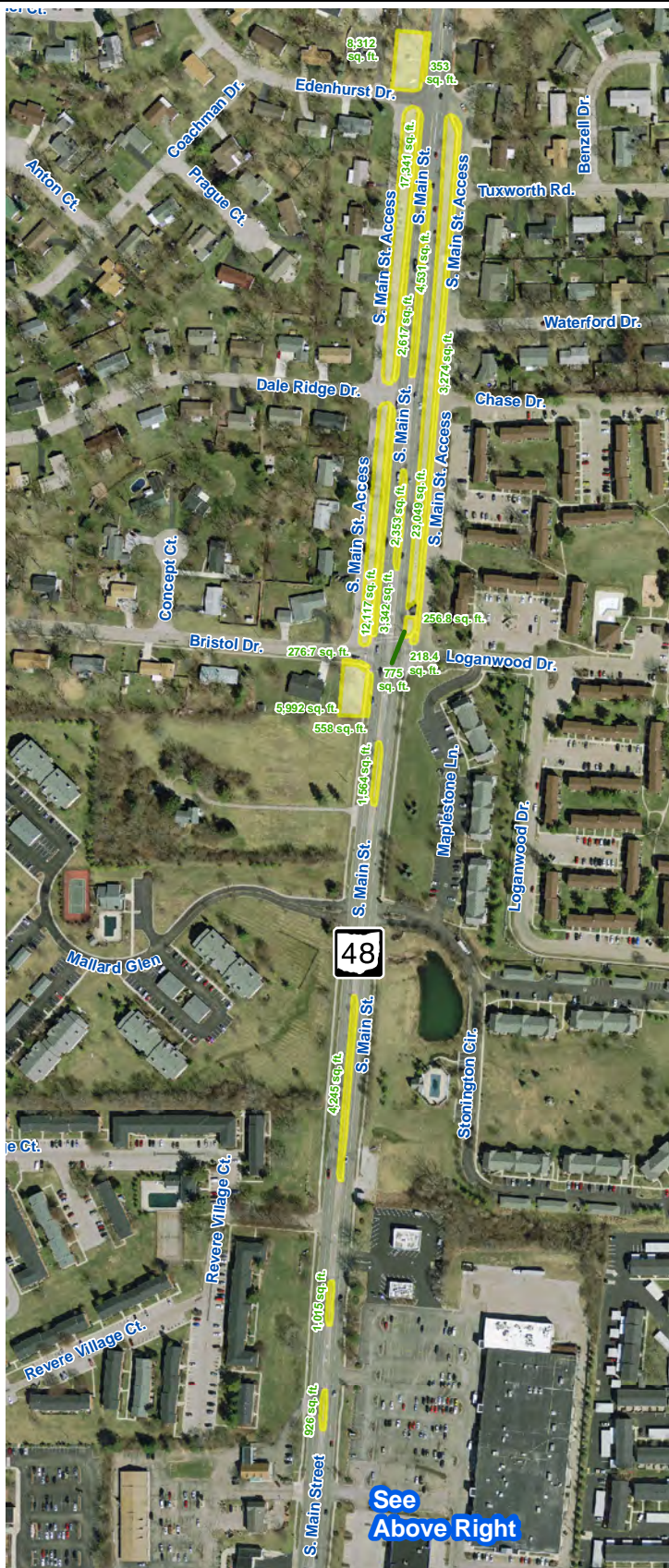


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2020-2021  
 Parcel # 8  
 S. Main Street/ S.R. 48  
 Mowing & Aerating  
 104,890 sq. ft.



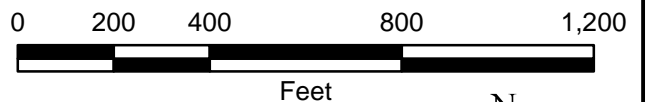
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2020-2021 Parcel #  
9 Yankee Trace  
Area Mowing &  
Aerating 27,526 sq.  
ft.



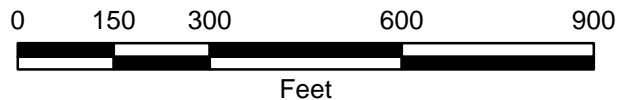
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2020-2021 Parcel  
 # 10 Stubbs Park  
 (South Section)  
 Mowing & Aerating  
 1,455,695 sq. ft.



CITY OF CENTERVILLE, OH

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2020-2021 Parcel  
 # 11 Stubbs Park  
 (North Section)  
 Mowing & Aerating  
 913,543 sq. ft.



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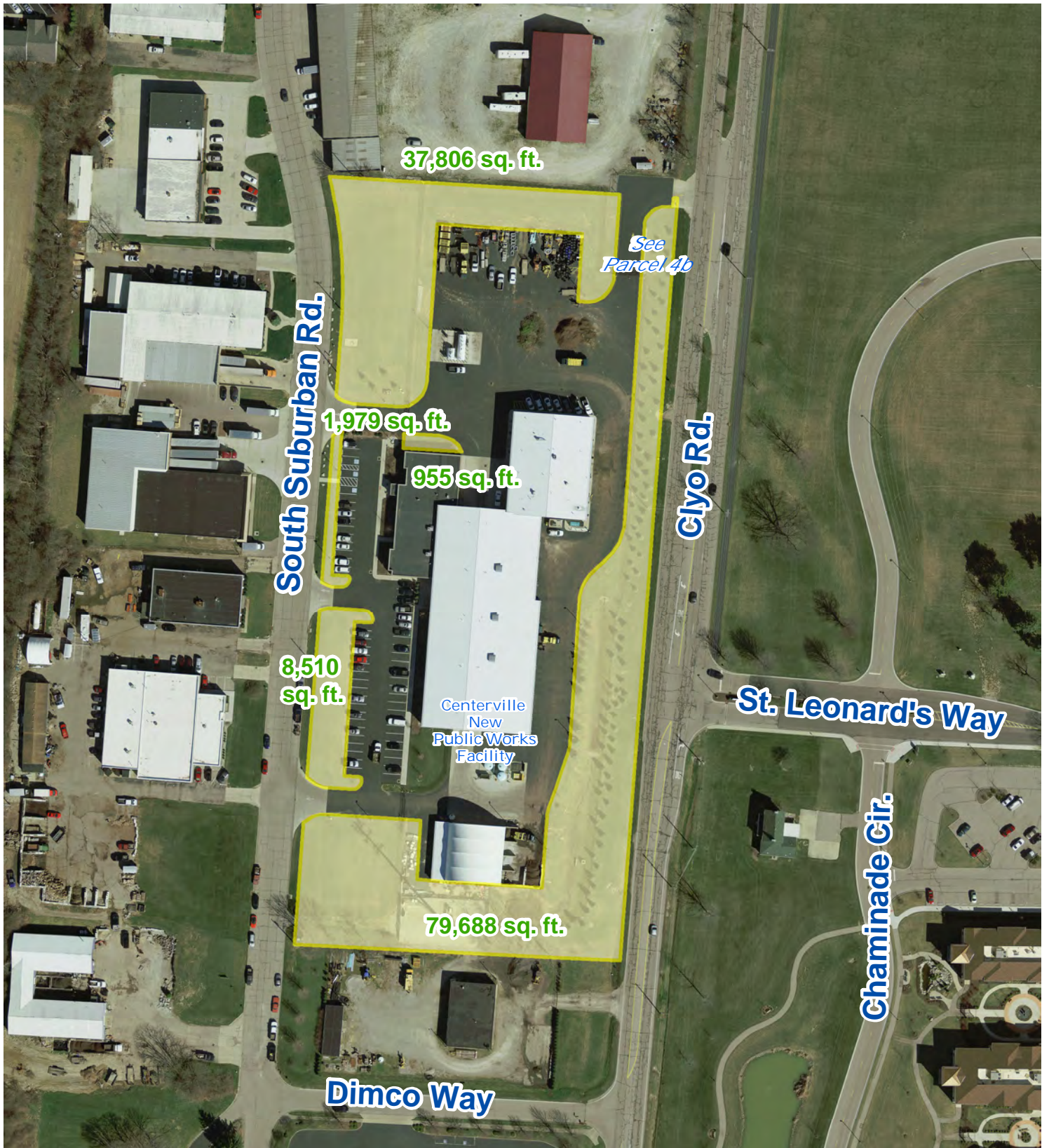
2020-2021  
 Parcel # 12A  
 City Hall  
 Building Complex  
 Aerating Only  
 45,343 sq. ft.



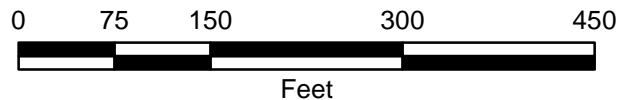
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2020-2021 Parcel  
# 12B Centerville  
Public  
Works Complex  
Aerating Only  
128,940 sq. ft.



CITY OF CENTERVILLE, OH

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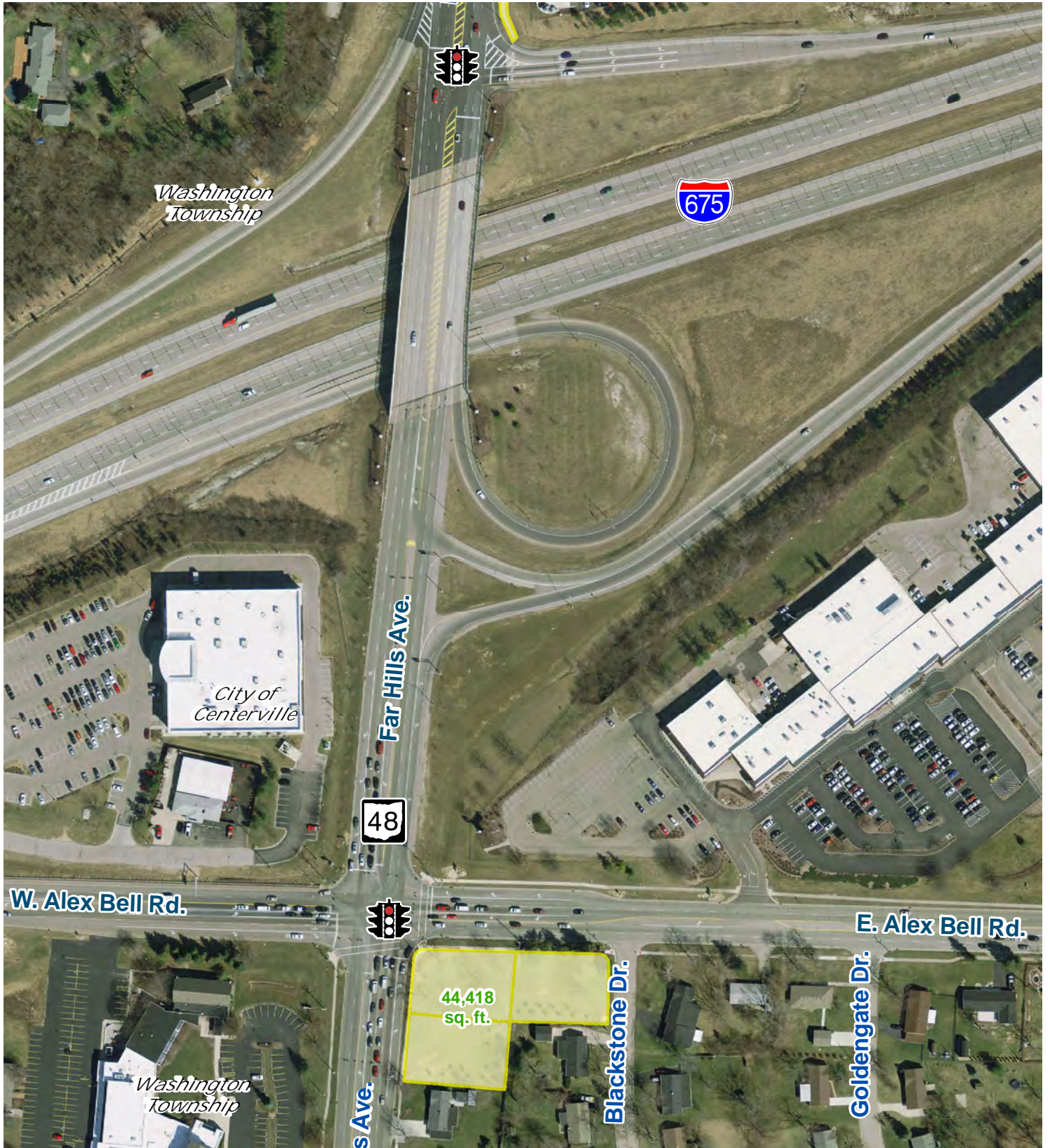
2020-2021  
 Parcel # 12C  
 Centerville Police  
 Department Complex  
 Aerating Only  
 119,475 sq. ft.



CITY OF CENTERVILLE, OH

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 Centerville, OH 45458  
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2020-2021  
 Parcel # 12D  
 Pocket Park  
 S.R. 48 @ I-675  
 Aerating Only  
 44,418 sq. ft.



CITY OF CENTERVILLE, OH

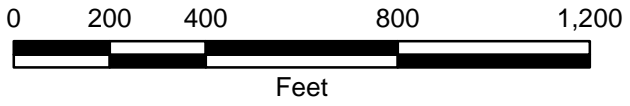
Public Works Department  
 7970 South Suburban Rd  
 Centerville, OH 45458  
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 Fax: (937) 433-0286







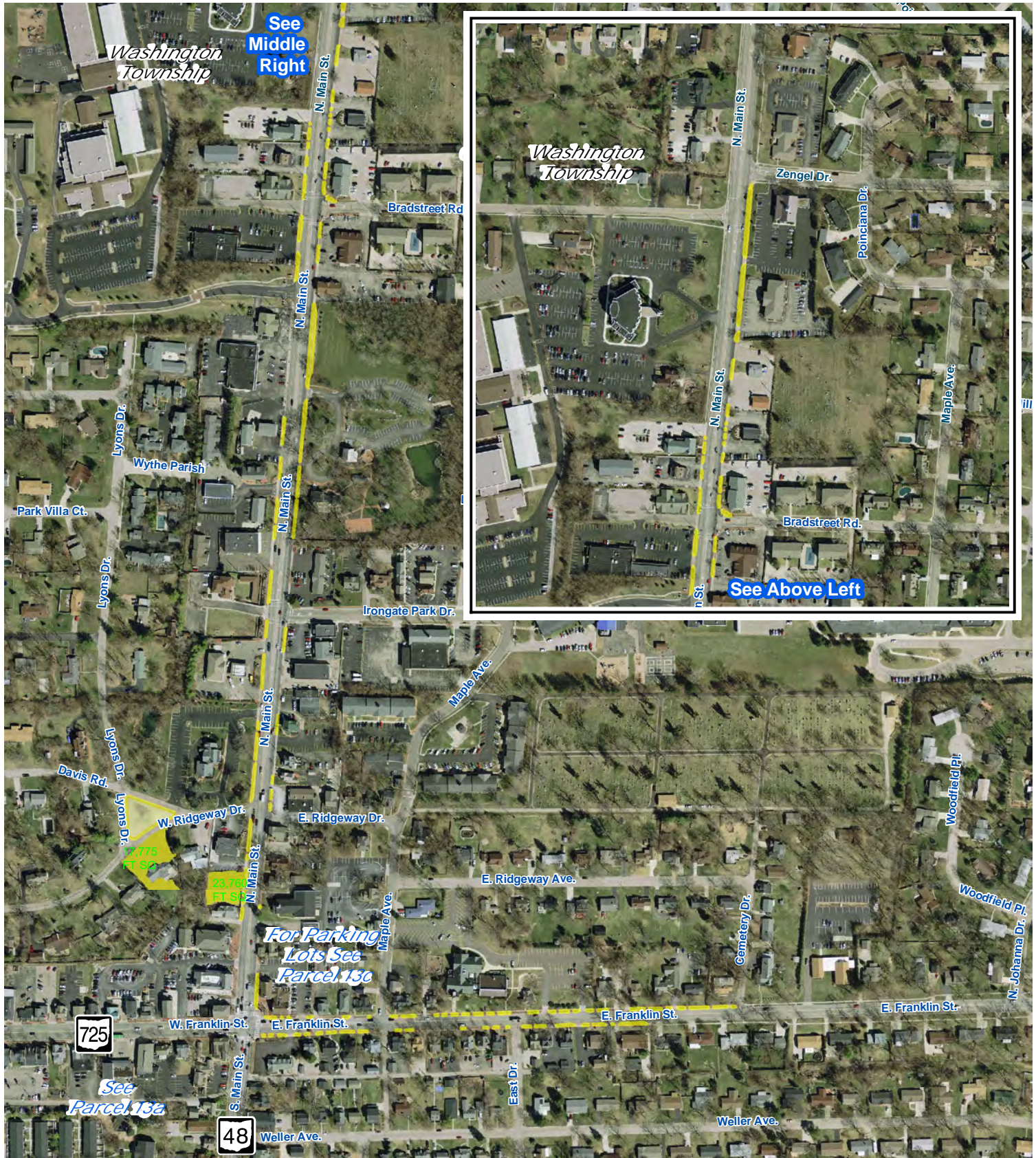
2020-2021 Parcel  
 # 13A  
 S. Main Street/  
 W. Franklin St.  
 Mowing & Aerating  
 37,999 sq. ft.



CITY OF CENTERVILLE, OH

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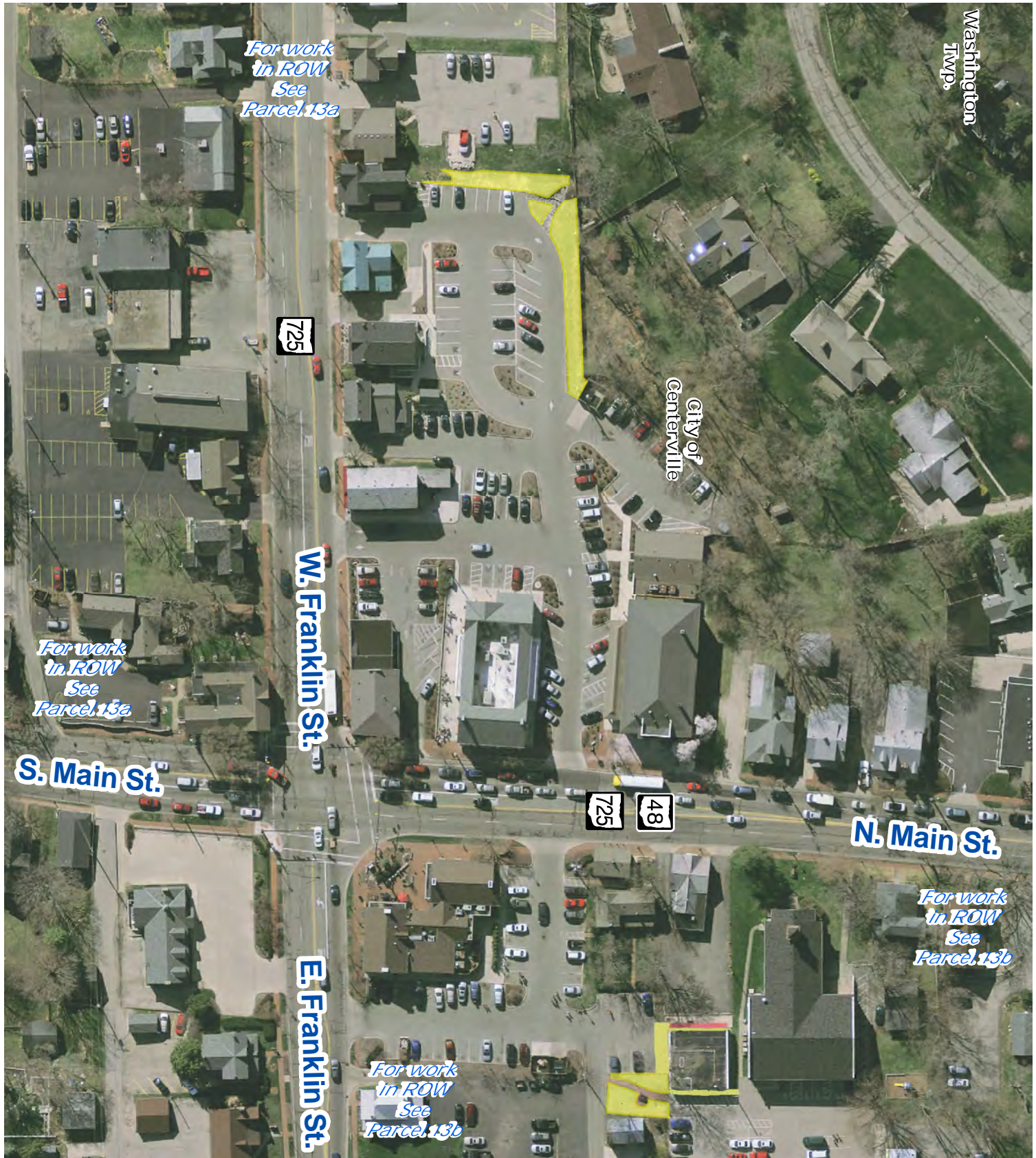
2020-2021  
 Parcel # 13B  
 N. Main Street/  
 E. Franklin St.  
 Mowing  
 67,570 sq. ft.



CITY OF CENTERVILLE, OH

Public Works Department  
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 Centerville, OH 45458  
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 Fax: (937) 433-0286





Washington  
Twp.

*For work  
in ROW  
See  
Parcel 13a*

725

City of  
Centerville

*For work  
in ROW  
See  
Parcel 13a*

W. Franklin St.

S. Main St.

725

48

N. Main St.

*For work  
in ROW  
See  
Parcel 13b*

E. Franklin St.

*For work  
in ROW  
See  
Parcel 13b*



2020-2021 Parcel  
# 13c APD Public  
Parking Lots  
Mowing &  
Aerating 4,500  
sq. ft.



CITY OF CENTERVILLE, OH

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