

**2024-2025**

**GROUNDS MAINTENANCE**

**BID PACKET**

**Pierce Township, Clermont County, Ohio**

**Allen Freeman**  
Chairperson

**Nicholas Kelly**  
Vice Chairman

**Peter Kambelos, MD**  
Trustee

**Debbie S. Schwey**  
Fiscal Officer

**LEGAL NOTICE  
REQUEST FOR BIDS  
MOWING AND LANDSCAPING SERVICES**

Pierce Township, Clermont County, Ohio is soliciting bid proposals from qualified lawn care and landscape maintenance contractors to provide contract lawn care and landscape maintenance in specified locations within Pierce Township. Specifications relating to this request for bids may be obtained from the Pierce Township Service Department, 950 Locust Corner Road, Cincinnati, Ohio. Sealed bid proposals in response to this request for bids must be submitted to the Service Department Director, 950 Locust Corner Road, Cincinnati, Ohio 45245, no later than 2:00 p.m. local time on Thursday, February 8, 2024, at which time they will be opened and read aloud. Pierce Township reserves the right to reject any and all proposals for any reason.

## **EEO/AFFIRMATIVE ACTION STATEMENT**

Pierce Township, Clermont County, Ohio pledges to provide equal opportunity without regard to race, color, creed, national origin, sex or age. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer or demotion; recruiting, advertising or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

Pierce Township, Clermont County, Ohio pledges to provide equal opportunity without regard to race, color, creed, national origin, sex or age to all interested bidders who are interested in submitting a bid for said Township.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 23, 1965, Executive Order 11375, dated October 13, 1969, and with Title I of the American with Disabilities Act of 1990.

## NOTICE TO CONTRACTOR

The 2024-2025 Pierce Township GROUNDS MAINTENANCE CONTRACT is for the following locations; Administrative Complex, Athletic Fields, Nature Park, Walking Trail Park, Pierce Township Cemetery, Ten-Mile Cemetery, Spresser Hill Cemetery, Hike-Bike Trail, Vacant Lot - Behymer Roads, Jenny Lind Road, Shank Park, Arrowhead Park, Amelia Police Station & 45 Maple Street, Groh Park & Right of Way, Park Roadway – Entrance to Quail Creek, Lewis Road Property, Sutton Way Properties, Oak Street Property and Pierce Preserve & Trails.

The contractor must provide a copy of certification issued by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The contractor must also provide the Fiscal Officer with a copy of his liability insurance holding the Pierce Township Board of Trustees harmless during the period of the contract.

The contractor must also provide an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

The contractor must provide a notarized statement that at the time renewal he was not charged with any delinquent personal property taxes on the general tax list of personal property of Clermont County, according to Revised Code Section 5719.042.

The contractor must comply with the Civil Rights Act that prohibits discrimination in hiring due to race, color, national origin, religion, or sex.

BOARD OF TRUSTEES  
PIERCE TOWNSHIP  
CLERMONT COUNTY

DEBBIE S. SCHWEY  
FISCAL OFFICER

## GENERAL NOTES

### 1.1.0 GENERAL INSTRUCTIONS

#### GROUPS MAINTENANCE CONTRACT: specifications and terms of the second contract

#### 1.1.1 Compliance with instructions

All bids submitted to the Pierce Township Board of Trustees must comply with these instructions. These instructions set forth minimum requirements as terms and conditions of the Service Contract, therefore, if any time frames or surety requirements set forth herein are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

#### 1.1.2 Prices

All prices must be firm for the entire mowing seasons of 2024-2025.

#### 1.1.3 Township tax exempt

Pierce Township is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio Sales Tax. Prices shall not include these taxes.

#### 1.1.4 Workers' Compensation

The contractor must provide the Fiscal Officer with a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The contractor must also provide the Clerk with a copy of his liability insurance holding the Board of Trustees harmless during the period of the contract.

#### 1.1.5 Insurance

The Contractor will furnish the following insurance coverage from a commercial insurance carrier satisfactory to Pierce Township.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Pierce Township's premises.
- C. Automobile Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death.

The Contractor shall furnish to Pierce Township certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least fifteen (15) days prior written notice to Pierce Township. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

Each policy shall name Pierce Township and its officers and trustees as additional assureds.

#### 1.1.6 Affidavit required - indebtedness

The contractor must also provide the Fiscal Officer with an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

#### 1.1.7 Civil Rights compliance

The contractor must comply with the U.S. Civil Rights Act that prohibits discrimination in hiring due to race, color, national origin, religion, or sex.

### 1.1.8 Non-Assignability

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township.

### 1.1.9 Mechanics Lien Law (ORC 1311.25 to 311.32):

Every sub-contractor, material men or laborer who is performing or has performed labor or work or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

### 1.1.10 References

The contractor shall furnish a reference listing of five (5) similar contracts within sixty (60) miles of Pierce Township, Clermont County, within the two prior calendar years, plus the present calendar year. This list shall include the name and telephone number of a contact person representing the accepting agency.

### 1.1.11 Submissions

Contractor is required to submit a completed copy of: Certificate of Interest; EEO Affidavit. Any exception must be detailed on the EXCEPTION page. Contractor failing to meet these requirements will not be accepted.

### 1.1.12 Default on service

Every effort shall be made by the contractor to deliver services as designated in the contract. Any delinquency in such delivery without a satisfactory written explanation directed to the Pierce Township Trustees may result in cancellation of the contract. The defaulting contractor shall be liable for any increased costs or expenses incurred as a result of such default.

### 1.1.13 Failure to perform

Pierce Township reserves the right to cancel the contract if the contractor fails to perform any of the provisions in the contract.

### 1.1.14 Procuring Other Services

In case of default by the contractor, Pierce Township may procure the services from other sources without further advertising and shall hold the contractor responsible for any excess costs occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

## 1.2.0 ACCEPTANCE AND FINAL PAYMENT

### 1.2.1 Payment due date

Payment schedule shall be submitted each month after completion of the work, provided the work be then full completed.

### 1.2.2 Satisfaction of Lien Law

Before the final payment is made (the last month payment) the Contractor will satisfy the requirements of Paragraph 1.1.13 Mechanics Lien Law, of this contract.

### 1.2.3 Subcontractors

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Pierce Township's request shall furnish Pierce Township with a bond, satisfactory to Pierce Township, indemnifying Pierce Township against the claim or any lien, or Pierce Township at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Pierce Townships property at any time and, if within 30 days after notice if the filing has been given by Pierce Township to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Pierce Township, Pierce Township shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Pierce Township for the amount so expended.

### 1.2.4 Indemnification

Contractor shall indemnify and hold harmless Pierce Township from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of the work performed or material supplied to the project.

### 1.2.5 Documents provided

Contractor agrees to furnish Pierce Township any reasonable documentation, including, without limitation, payroll records, and invoices or canceled checks, which Pierce Township may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

### 1.2.6 Contractor non-payment of subcontractor(s)

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Pierce Township in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such subcontractor or material man and in an amount for which the subcontractor or material supplier is due based upon the reasonable judgment of Pierce Township. Payment by such a joint check shall constitute payment of the Contract Sum.

### 1.2.7 Payment

Any payment not made to a sub-contractor, material man or laborer by the Contractor within one hundred twenty (120) days from the date that work was last performed shall be deducted from the Contractor's final payment.

Payment for lawn maintenance services will be made within 30 days after receipt of invoice (in triplicate) by Pierce Township, Clermont County, Ohio. The invoice shall be itemized as to the type of service and location of facility and will be paid per area mowed as stated in the Agreement between Contractor and Pierce Township, Paragraph 3.

### 1.3.0 EXCEPTIONS PAGE

If the contractor has any additions, alteration or corrections to make to this proposal or specifications, he is asked to list them on the attached exceptions page or on a plain white sheet of 8-1/2" x 11" paper and affix them firmly to this proposal.

Exceptions may be allowed where it is demonstrated that such an exception is equal to or superior to the purchaser's stated specification. Total exception to the specifications is not permitted.

## 1.4.0 SPECIFICATIONS

### 1.4.1 Scope of Work

The contractor shall furnish all labor, equipment, and supplies necessary for performing the work specified. The Township shall not provide any equipment or supplies during the performance of this contract. Grass mowing proposals should be based on approximately (28) weeks of mowing and additional five (5) weeks at the discretion of the Township.

### 1.4.2 Frequency of Mowing

Mowing shall be performed weekly Monday through Friday between 7:30 A.M. and 6:30 P.M., or less frequently as directed by the Pierce Township representative. The contractor may perform mowing services outside the time specified through written permission from Pierce Township. Notice of cutting is to be provided by the contractor 24 hours in advance. A telephone message can be left 24 hours a day at 513-947-2021.

### 1.4.3 Grass Cutting

Grass shall be cut before the grass reaches the height of 4" from the ground and shall be cut no shorter than 2 1/2" from the ground. Mowing equipment shall be kept in good working condition. Mower blades must be sharpened, and deck cleaned frequently. Under no circumstances will cut grass be clumped together and left piled on top of the grounds. The contractor will remove clumped piles of grass. Cutting shall be accomplished in such a manner as to prevent clippings from being blown onto or left on: air-conditioning condensers landscape areas, mulched trees, flower beds, head stones, cars, streets, parking lots and sidewalks. Contractor shall be responsible for cleaning up all cut grass.

### 1.4.4 Rutting

Contractor shall maintain all areas so as to be rut free regardless of conditions while mowing. Contractor shall own various sizes of equipment to facilitate grass cutting in all weather conditions. Contractor will repair ruts within 7 working days by rolling or filling area with soil, seed and straw.

### 1.4.5 Litter collection

All litter including loose adornments shall be picked up prior to each mowing. Litter must be taken from the area and properly disposed of. Removed cemetery adornments shall be placed in flower box at the Pierce Township Service Department when mowing is completed.

### 1.4.6 Trimming

Trimming of grass and other vegetation shall be performed at each mowing. All trimming shall be accomplished to present a uniform height with surrounding areas. Trimming shall be done around all trees, fences, light posts, wayfinding signs, walkways, roadways, and headstones (Damage to trees, fences and headstones by string trimmers is not acceptable. This item will be inspected on a regular basis.)

### 1.4.7 Hand weeding

All mulched or landscaped areas will be weeded by hand and shall be performed at least every two weeks during the growing season. String trimming of these areas is not acceptable. Preen or Roundup may be applied to reduce labor. (This item will be inspected on a regular basis. Weeds will not be tolerated)

### 1.4.8 Bumper guards on mower decks

All mower decks and outside hard surfaces of any mower performing work in the cemeteries shall have rubber bumper guards installed to protect the headstones from accidental contact. Damage to the headstones will be billed to the contractor. Bumping and shoving of headstones will not be tolerated.



#### 1.4.9 Head Stones

Maintenance around headstones will be accomplished with string trimmers. **Herbicides will not be permitted.**

#### 1.4.10 Hourly Rate

Contractor shall provide an hourly rate for performing additional landscaping services such as tree replacement, improving, or constructing additional landscape areas. Any project will be performed as a change order at the hourly rate bid.

#### 1.4.11 Inspection of Work

The Township will check all areas on a regular basis. Should the Township identify service or maintenance levels that do not meet the specifications of this contract, the Township shall notified the contractor in writing to notify of any deficiencies, Contractor shall make corrections to deficiencies within no less than 7 days or within a sooner period if deemed necessary by the Township. Failure to correct deficiencies may be grounds for the Township to void the remaining period of the Contract.

All work reported will be inspected on the next normal working day and will be matched against submitted invoices. Any invoices for work performed must match inspection requests in order to be paid.

#### 1.4.12 Pesticide Certification

Contractor is required to submit a copy of their Commercial Applicator's License for the application of pesticides as issued by the Ohio Department of Agriculture. Certification must remain in effect for the duration of the 2025 Ground Maintenance Contract.

Grounds Maintenance Contract – specifications and terms of the second contract

Areas included are:

<b>LOCATION</b>	<b>ACREAGE</b>	<b>ADDRESS</b>
Administrative Complex	Approx. 4.7	950 Locust Corner Road
Athletic Fields along with Hike Bike Trail (up to Legendary Run Golf Course Garage with two passes)	Approx. 9.5	950 Locust Corner Road (Runs in front of 952 – 956 Locust Corner Road up to 1062 Locust Corner Road)
Nature Park	Approx. 2.5	879 Locust Corner Road
Walking Trail Path	Approx. 6.8	961 Locust Corner Road
Ten Mile Cemetery	Approx. 1.5	997 Bristol Road
Spresser Hill Cemetery	Approx. 18	3026 Spresser Hill Road
Vacant Lot – Behymer Road	Approx. 1.28	Behymer Road & Locust Corner Road
Pierce Township Cemetery	Approx. 10.15	956 Locust Corner Road
Jenny Lind Road	Approx. .275	3420 Jenny Lind Road
Sutton Way Properties	Approx. .36	8,9,10 & 12 Sutton Way
Shank Park	Approx. 15	70 Robin Way
Arrowhead Park	Approx. .229	End of Arrowhead @ Grouse Drive
Amelia Police Station & 45 Maple Street Property	Approx. 1.193	44 Main Street & 45 Maple Street
Oak Street Property	Approx. 2.587	19 Oak Street
Groh Park & Right of Way (right side)	Approx. 2.78	3390 Huntsman Trace
Lewis Road Property & Adjacent Property	Approx. 2	3657 Lewis Road & Adjacent Property
Pierce Preserve & Trails	Approx. 3.5	3131 Pond Run Road

If any property is sold during this contract, Pierce Township will not be liable for the remaining cuts. The acreage as presented above is only an approximation. Contractor is responsible for measuring the areas listed above prior to submitting their proposal. Contractor will be granted access to all areas listed by calling (513) 947-2021. Should you have any questions concerning the specifications please call the Service Department Director at (513) 947-2021.

### 1.5.1 Certificate of Interest

The undersigned proposes to furnish the services as outlined on the preceding pages of this proposal for Pierce Township.

The detailed specifications are hereby made a part of the proposal, and the contractor hereby acknowledges that he/she has read and understands them.

The contractor or his/her duly authorized agent will sign this page in the space provided below signifying that he/she has read the proposal and specifications and understands them.

If the contractor has any additions, alterations, or correction to make to this proposal or specifications, he/she is asked to list them on the EXCEPTION page.

COMPANY: \_\_\_\_\_

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

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

CITY/ZIP: \_\_\_\_\_

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

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

DATE: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

**CLERMONT COUNTY, OHIO**

\_\_\_\_\_  
(PLEASE TYPE OR PRINT FULL NAME) (TITLE/POSITION)

being duly sworn, do depose and say the following:

1. He/She is \_\_\_\_\_ ,  
(OWNER/AGENT) (TITLE/POSITION)  
the bidder that has submitted the attached Bid or Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid (Proposal);
3. Such Bid (Proposal) is genuine and is not a collusive or sham Bid (Proposal);
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham Bid (Proposal) in connection with the Contract for which the attached Bid (Proposal) has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person, to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid Price or Bid Price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Pierce Township Board of Trustees or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid (Proposal) are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the Part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(TITLE/POSITION)

Sworn to me this \_\_\_\_\_, day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(NOTARY PUBLIC)

My Commission expires on \_\_\_\_\_, 2024.

**(SEAL)**

EEO AFFIDAVIT

State of \_\_\_\_\_)

SS:

County of \_\_\_\_\_)

I, \_\_\_\_\_, being duly sworn hereby states that I am  
(Affiant)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

and that said Company pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff. This statement is made in accordance with Title VI of the Civil Rights Act of 1963.

Affiant

Sworn to before me subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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

County of \_\_\_\_\_, State of \_\_\_\_\_

My commission expires:

2024-2025 GROUNDS MAINTENANCE CONTRACT

AGREEMENT BETWEEN CONTRACTOR AND PIERCE TOWNSHIP

This agreement (hereinafter called "Contract") made the \_\_\_\_\_ of \_\_\_\_\_, 2024  
Between \_\_\_\_\_ "Contractor" and Pierce Township  
(hereinafter called "Owner").

Witnesseth, that the contractor, and the owner for the consideration hereinafter named, agree as follows:

1. SCOPE OF WORK

The Contractor shall furnish all of the materials, labor, equipment, tools and supervision, and shall do everything necessary to perform grounds maintenance at designated Pierce Township properties. The work shall be in accordance with the bid submitted by the Contractor, which is incorporated by reference herein. Work shall include but not be limited to: Weekly grass mowing, trimming, hand weeding, and spring cleanup. Work shall be performed in accordance with specifications furnished by the Owner.

2. TIME FOR COMPLETION

The work to be performed by the contractor under this contract shall be started within one (1) week after the contract is signed and shall continue weekly for 28 weeks, as outlined in the specifications. (The duration of this Contract may be adjusted due to the growing season. Payments will be made based on the actual number of mowing's performed.)

3. PURCHASE PRICE OF PAYMENT

In consideration for the services set forth in the scope of work, including meetings with the Township Service Department Director, Contractor will charge, and the Township will pay. Based on 28 mowing's.

**2024 Pricing**

- Administrative Complex \$ \_\_\_\_\_per mowing
- Athletic Fields & Hike Bike Trail \$ \_\_\_\_\_per mowing
- Nature Park \$ \_\_\_\_\_per mowing
- Walking Trail Park \$ \_\_\_\_\_per mowing
- Ten-Mile Cemetery \$ \_\_\_\_\_per mowing
- Spresser Hill Cemetery \$ \_\_\_\_\_per mowing
- Vacant Lot – Behymer Road Property \$ \_\_\_\_\_per mowing
- Pierce Township Cemetery \$ \_\_\_\_\_per mowing
- Jenny Lind Road \$ \_\_\_\_\_per mowing
- Shank Park \$ \_\_\_\_\_per mowing
- Arrowhead Park \$ \_\_\_\_\_per mowing
- Amelia Police Station & 45 Maple Street \$ \_\_\_\_\_per mowing
- Groh Park & Right of Way \$ \_\_\_\_\_per mowing
- Lewis Road & Adjacent Property \$ \_\_\_\_\_per mowing
- Pierce Preserve & Trails \$ \_\_\_\_\_per mowing

- Sutton Way Properties \$ \_\_\_\_\_ per mowing
- Oak Street Property \$ \_\_\_\_\_ per mowing

The total sum of this Contract based on 28-week duration shall not exceed \$ \_\_\_\_\_ and shall be paid as set forth in Paragraph 11 of this Agreement between Contractor and Owner.

4. SPRING CLEAN UP

**Labor & Materials Total**

- |  |  |          |
|--|--|----------|
| • Administrative Complex                 | 33 yards @ \$ _____ per yard installed | \$ _____ |
| • Cemetery                               | 50 yards @ \$ _____ per yard installed | \$ _____ |
| • Playground Complex                     | 56 yards @ \$ _____ per yard installed | \$ _____ |
| • Groh Park                              |  | \$ _____ |
| • Park Roadway – Entrance to Quail Creek |  | \$ _____ |

The total sum of Spring Clean Up shall not exceed \_\_\_\_\_ and shall be paid as set forth in Paragraph 11 of this Agreement between Contractor and Owner.

**Additional Mow Pricing**

- Administrative Complex \$ \_\_\_\_\_ per mowing
- Athletic Fields & Hike Bike Trail \$ \_\_\_\_\_ per mowing
- Nature Park \$ \_\_\_\_\_ per mowing
- Walking Trail Park \$ \_\_\_\_\_ per mowing
- Ten-Mile Cemetery \$ \_\_\_\_\_ per mowing
- Spresser Hill Cemetery \$ \_\_\_\_\_ per mowing
- Vacant Lot – Behymer Road Property \$ \_\_\_\_\_ per mowing
- Pierce Township Cemetery \$ \_\_\_\_\_ per mowing
- Jenny Lind Road \$ \_\_\_\_\_ per mowing
- Shank Park \$ \_\_\_\_\_ per mowing
- Arrowhead Park \$ \_\_\_\_\_ per mowing
- Amelia Police Station & 45 Maple Street \$ \_\_\_\_\_ per mowing
- Groh Park \$ \_\_\_\_\_ per mowing
- Lewis Road & Adjacent Property \$ \_\_\_\_\_ per mowing
- Pierce Preserve & Trails \$ \_\_\_\_\_ per mowing
- Sutton Way Properties \$ \_\_\_\_\_ per mowing
- Oak Street Property \$ \_\_\_\_\_ per mowing



**2025 Pricing**

- Administrative Complex \$ \_\_\_\_\_per mowing
- Athletic Fields & Hike Bike Trail \$ \_\_\_\_\_per mowing
- Nature Park \$ \_\_\_\_\_per mowing
- Walking Trail Park \$ \_\_\_\_\_per mowing
- Ten-Mile Cemetery \$ \_\_\_\_\_per mowing
- Spresser Hill Cemetery \$ \_\_\_\_\_per mowing
- Vacant Lot – Behymer Road Property \$ \_\_\_\_\_per mowing
- Pierce Township Cemetery \$ \_\_\_\_\_per mowing
- Jenny Lind Road \$ \_\_\_\_\_per mowing
- Shank Park \$ \_\_\_\_\_per mowing
- Arrowhead Park \$ \_\_\_\_\_per mowing
- Amelia Police Station & 45 Maple Street \$ \_\_\_\_\_per mowing
- Groh Park & Right of Way \$ \_\_\_\_\_per mowing
- Lewis Road & Adjacent Property \$ \_\_\_\_\_per mowing
- Pierce Preserve & Trails \$ \_\_\_\_\_per mowing
- Sutton Way Properties \$ \_\_\_\_\_per mowing
- Oak Street Property \$ \_\_\_\_\_per mowing

The total sum of this Contract based on 28-week duration shall not exceed \$ \_\_\_\_\_ and shall be paid as set forth in Paragraph 11 of this Agreement between Contractor and Owner.

4. **SPRING CLEAN UP**

		<b>Labor &amp; Materials Total</b>
• Administrative Complex	33 yards @ \$ _____per yard installed	\$ _____
• Cemetery	50 yards @ \$ _____per yard installed	\$ _____
• Playground Complex	56 yards @ \$ _____per yard installed	\$ _____
• Groh Park		\$ _____
• Park Roadway – Entrance to Quail Creek		\$ _____

The total sum of Spring Clean Up shall not exceed \_\_\_\_\_ and shall be paid as set forth in Paragraph 11 of this Agreement between Contractor and Owner.

**Additional Mow Pricing**

- Administrative Complex \$ \_\_\_\_\_per mowing
- Athletic Fields & Hike Bike Trail \$ \_\_\_\_\_per mowing
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- Groh Park & Right of Way \$ \_\_\_\_\_per mowing
- Lewis Road & Adjacent Property \$ \_\_\_\_\_per mowing
- Pierce Preserve & Trails \$ \_\_\_\_\_per mowing
- Sutton Way Properties \$ \_\_\_\_\_per mowing
- Oak Street Property \$ \_\_\_\_\_per mowing

6. **WORKMANSHIP**

The workmanship called for by the specifications shall be of the highest quality in every respect, as usually recognized in the lawn maintenance industry.

7. **INSURANCE**

The Contractor shall procure and maintain during the term of this Contract, at its sole expense, the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

- C. Automobile liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death.

The Contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be canceled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00.

Each policy shall name Owner and its officers and trustees as additional assureds.

8. LAWS, ORDINANCES, RULES AND REGULATIONS

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing on the project. If the Contractor furnishes any work which is not in conformance with such laws, ordinances, rules, and regulations, and without written notice to the Owner, he shall bear all costs arising from the correction thereof.

9. PERFORMANCE BONDS

Performance Bonds are not required.

10. NON-ASSIGNABILITY

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Township. In the event work is assigned to subcontractors' final payment shall not be made without a release signed by the subcontractor or assignee.

11. OWNERS RIGHT TO TERMINATE CONTRACT

If the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials to keep the project on schedule, or for material or labor, or disregard laws, ordinances, rules, regulations or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, or fail to provide or maintain the insurance herein required, then the Owner may, without prejudice to any other right or remedy and after giving the Contractor three (3) days' notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon and finish the project by whatever method the Owner may deem expedient. In such case the Contractor shall not be entitled to receive any further payment except as provided below.

If the unpaid balance of the Contract Price shall exceed the expense of finishing the project, including compensation for the Owner's additional services, such excess shall be paid to the Contractor. If such expense of finishing the project shall exceed such unpaid balance, the Contractor shall pay such excess to the Owner.

12. MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)

Every sub-contractor, material men or laborer who is performing or has performed labor or work or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

13. ACCEPTANCE AND FINAL PAYMENT

Payment schedule shall be each month after completion of the work, provided the work be then fully completed.

Upon receipt of written notice from the contractor that the work is ready for final inspection and acceptance, the Owner shall promptly make such an inspection. When the Owner finds the work acceptable under the contract and the contract fully performed, the entire balance due to the Contractor shall thereupon be payable.

Before the final payment is made, the Contractor will satisfy the requirements of Paragraph 10 Mechanics Lien Law, of this contract.

If any subcontractor or material supplier refuses to furnish Contractor with a final lien waiver, Contractor upon Owner's request shall furnish Owner with a bond, satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within 30 days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bonded satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the cost thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended.

14. THE CONTRACT DOCUMENTS

Included in this contract are the Contractor's rates and the Pierce Township Specifications for Grounds Maintenance/Landscaping Contract, signed and dated \_\_\_\_\_, 2024.

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written.

Contractor:

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Witness (for Contractor)

Owner: Pierce Township

By \_\_\_\_\_

Title \_\_\_\_\_

Pursuant to Authorization by the  
Board of Trustees

\_\_\_\_\_  
Witness (for Owner)

CERTIFICATION OF FUNDS

I hereby certify that the funds necessary to pay this contract are available within the treasury of Pierce Township or are in the process of collection.

Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Debbie S. Schwey  
Fiscal Officer, Pierce Township