



**CITY OF OBETZ
STATE OF OHIO**

Proposal, Contract Documents, and Specifications for
LAWN MAINTENANCE AND LANDSCAPING SERVICES

Project Type: Request for Bids (RFB)

Bid Opening Date and Time:
February 24, 2026, 12:00 PM.

Submit by mail or in person to:

4175 Alum Creek Drive
Obetz, Ohio 43207

Point of Contact for Written Questions:
E. Rod Davisson, Esq.
City Administrator
rdavisson@obetz.gov

TABLE OF CONTENTS

	<u>Page</u>
Legal Notice.....	4
INSTRUCTIONS TO BIDDERS	5
1. BIDDER'S PLEDGE AND AGREEMENT	5
2. EXAMINATION OF CONTRACT DOCUMENTS	5
3. CONTRACT DOCUMENTS	6
4. PREPARATION OF BIDS.....	6
5. METHOD OF AWARD	8
6. EXECUTION OF CONTRACT	10
7. ALTERNATES.....	10
8. UNIT PRICES	11
9. ADDENDA.....	11
10. INTERPRETATION.....	12
11. STATE SALES AND USE TAXES.....	12
12. CITY'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES.....	13
13. MODIFICATION/WITHDRAWAL OF BIDS.....	13
14. COMPLIANCE WITH APPLICABLE LAWS.....	14
15. FINDINGS FOR RECOVERY.....	14
16. EXTENSIONS; RENEWAL TERMS; PRICE ADJUSTMENTS	14
NOTICE REGARDING NONDISCRIMINATION AND ACCESSIBILITY	16
REQUEST FOR INFORMATION (PRE-BID)	17
DOCUMENTS TO ACCOMPANY BID FORM.....	18
BID FORM.....	19
CORPORATE AFFIDAVIT	24
NON-COLLUSION AFFIDAVIT	25
DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT	26
DETAILED STATEMENT OF QUALIFICATIONS	27
CONTRACT BOND.....	28
NOTICE REGARDING SUBCONTRACTORS	30
SUB-CONTRACTORS LIST.....	31
LAWN MAINTENANCE AND LANDSCAPING SERVICES CONTRACT	32
SPECIFICATIONS	41
SERVICE AREA MAPS	45
1. Cloverleaves (Service Level B)	45
2. Recreation Trail (Service Level A).....	46
3. Roundabouts and Broehm Road (Service level B)	47
4. Junction Park/ Veterans Park (Service level A).....	48
AFFIDAVIT OF PAYMENT AND LIEN WAIVER.....	49
NOTICE OF AWARD.....	50
NOTICE TO PROCEED.....	51
CHANGE ORDER.....	52

LAWN MAINTENANCE AND LANDSCAPING SERVICES REPORT 53

LEGAL NOTICE

Sealed bids will be received by the City of Obetz, Ohio (the "City") until 12:00 pm, local time, on Tuesday, February 24, 2026, at City Administrative Office, 4175 Alum Creek Drive, Obetz, Ohio 43207 (the "City Administrative Office") for all labor and materials necessary to perform the Lawn Maintenance and Landscaping Services Contract (the "LMLSC") as more fully described in the Contract Documents (the "Work"). Bids received after that time and date will not be accepted. Bids will be opened publicly and read immediately thereafter. Subject to the right of the City to reject any or all bids, the City will award contracts to the Bidder(s) submitting the Best Value bid(s). Direct questions about the Project to:

E. Rod Davisson, Esq.
City Administrator
City of Obetz, Ohio
(614) 491-1080

A pre-bid conference will be held on February 10, 2026, at 1:00, pm, local time, at the City Administrative Office.

Hard copies of the Contract Documents may be obtained from the City Administrative Office. Digital copies may be obtained on the City's website: <https://obetz.oh.us>.

No Bidder may withdraw its bid within sixty (60) days after the bid opening. The City reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the Best Value Bidder for each contract.

PUBLISHED: January 27, 2026

INSTRUCTIONS TO BIDDERS

1. BIDDER'S PLEDGE AND AGREEMENT

- A. Each Bidder acknowledges that this is a public project involving public funds and that the City expects and requires that each successful Bidder adhere to the highest ethical and performance standards.
- B. Each Bidder by submitting a bid pledges and agrees that (i) it will act at all times with absolute integrity and truthfulness in its dealings with the City, (ii) it will use its best efforts to cooperate with the City and at all times will act with professionalism and dignity in its dealings with the City, (iii) it will assign only competent supervisors and workers to the Work, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (iv) it has read, understands and will comply with the terms of the Contract Documents.

2. EXAMINATION OF CONTRACT DOCUMENTS

- A. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Specifications and Service Area Maps. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the City in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the City.
- B. Each Bidder shall have a competent person carefully and diligently inspect and examine the each site designated in the Service Area Maps in its entirety, and the surrounding areas, including all parts applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination

of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.

- C. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

3. CONTRACT DOCUMENTS

- A. The Contract Documents consist of all documents listed in Section 1 of the LMLSC.
- B. Bidders shall use complete sets of Contract Documents in preparing bids. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
- C. The City, in making the Contract Documents available, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

4. PREPARATION OF BIDS

- A. All bids must be submitted on the Bid Form furnished with the Contract Documents.
- B. Fill in all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words. Sign the Bid Form. The wording on the Bid Form shall be used without change, alteration, or addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected. If both numbers and words are requested for any bid item, the amount in words shall prevail if there is an inconsistency between the numbers and words written.
- C. Bidders shall note receipt of all Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the bid shall be deemed non-responsive, unless the bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not affect the price, quantity, or quality of the Work to be performed in any material manner.
- D. Each Bidder shall submit one copy of its bid to the City. The Bid Form shall be signed with the name typed or printed below the signature. A bid shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.
- E. Each bid shall be enclosed and delivered in a sealed opaque envelope with the Bidder's name and "LAWN MAINTENANCE AND LANDSCAPING SERVICES CONTRACT" printed in the upper left-hand corner, and addressed as follows:

City Administrator
City of Obetz
4175 Alum Creek Drive
Obetz, Ohio 43207

F. The Bidder shall be responsible for delivering its bid to this office and address for the bid opening before 12:00 pm. (local time) on February 24, 2026.

If the Bidder is using a third party, e.g., Federal Express, to deliver its bid, the Bidder must comply with this provision by including on the outside packing envelope the foregoing information (i.e., the Bidder's name, the title of the Work, and the following phrase: "this package contains a bid – deliver immediately").

G. The Bidder shall take the following precautions in preparing its bid:

- i. Sign the bid and check to ensure all blank spaces have been filled in with requested information. Place the bid in a sealed opaque envelope addressed as described above.
- ii. When the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- iii. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Bid Documents.

H. Bonds and Guarantees

- i. Contract Bond: The successful Bidder shall furnish a Contract Bond using the Contract Bond form included in the Contract Documents in an amount equal to 100% of the Contract Sum.

NOTE: AIA Bond forms are not acceptable.

- ii. The bond must be issued by a surety company ("Surety") authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the City. The bond must be issued by a Surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the Surety currently has an A.M. Best Company Policyholders Rating of "A-" better and has or exceeds the Best Financial Size Category of Class VI. Other Sureties may be acceptable to the City, in its sole discretion.
- iii. All bonds shall be signed by an authorized agent of an acceptable Surety and by the Bidder.
- iv. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety to do business in the State of Ohio, and a financial statement of the Surety.

- v. The name, address, and telephone and fax numbers of the Surety and the Surety's Agent should be typed or printed on each bond.

5. METHOD OF AWARD

- A. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening.
- B. The City reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the City to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
- C. Determination of the Bidder Submitting the Best Value Bid. Subject to the right of the City to reject any or all bids, the City will award a contract for the Work to the Bidder submitting the Best Value Bid (i.e., the bid that the City determines, in its sole and absolute discretion, presents the best combination of price and qualifications), taking into consideration accepted alternates. In evaluating bids, the City may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The City may also consider the qualifications and experience of subcontractors and suppliers. The City may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the City may consider in determining which Bidder submitted the Best Value Bid or which Bidders submitted the Best Value Bid include the factors set forth below. The City, in its discretion, may consider and give such weight to these criteria as it deems appropriate.
 - i. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the scope of the Work, on time and in accordance with the applicable Contract Documents, and the Bidder's claims history.
 - ii. The City may consider the Bidder's prior experience on other projects with the City, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the City as a willing, cooperative, and successful team member.
 - iii. The Bidder authorizes the City and its representatives to contact the owners of other projects on which the Bidder has worked and authorizes and requests such owners (and construction managers) to provide the City with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the

Bidder will indemnify and hold such owners (and construction managers) and the employees of any of them from any claims whether or not proven that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action.] This obligation is expressly intended for the benefit of such owners (and construction managers), and the employees of each of them.

- iv. The Bidder's financial ability to complete the LMLSC successfully and on time without resort to its Surety.
- v. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing and having claims filed against it.
- vi. The Bidder's equipment.
- vii. The adequacy, in numbers and experience, of the Bidder's work force to complete the LMLSC successfully and on time.
- viii. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
- ix. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Work.
- x. The Bidder's participation in a drug-free workplace program acceptable to the City, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- xi. The Bidder's interest in the Work as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- xii. The Bidder's ability to self-perform the Work with the Bidder's own forces.
- xiii. Other essential factors, as the City may determine and as are included in the Specifications.

D. Within three (3) business days after the City's identification of the apparent Best Value Bidder, if requested, the apparent Best Value Bidder will provide the City with such additional information as the City may request regarding the Bidder's qualifications.

E. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the Best Value Bidder.

F. By submitting its bid, the Bidder agrees that the City's determination of which Bidder is the Best Value Bidder shall be final and conclusive, and that if the Bidder or any person or association on its behalf challenges such determination in any legal proceeding, the

Bidder shall indemnify and hold the City and its employees and agents harmless from any claims included in or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the City, its employees, or agents that arise out of or are related to such challenge.

- G. After approval by the City of the list of proposed Subcontractors, Suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the City.
- H. No Bidder may withdraw its bid within sixty (60) days after the date bids are opened. The City reserves the right to waive any formalities or irregularities or to reject any or all bids.
- I. The City reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.
- J. Award of Contract. The award of the LMLSC, when required, will only be made pursuant to a duly adopted ordinance of the City.

6. EXECUTION OF CONTRACT

- A. Within 10 days after award of the LMLSC, the successful Bidder shall execute and deliver to the City the a fully executed copy of the LMLSC, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The award of Contract notwithstanding, the successful Bidder shall have no property interest or rights under the LMLSC until such time as the LMLSC is executed by the successful bidder and the City.

7. ALTERNATES

- A. The City may request bids on alternates. If the City requests bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.
- B. At the time of awarding the contract, the City will select or reject alternates as it determines is in its best interest. A Bidder's failure to include on its Bid Form the cost of an alternate selected by the City and applicable to the Bidder's work shall render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.
- C. The Bidder understands that the City may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to complete the Work with the funds available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the service industry in the State of Ohio. The Bidder also acknowledges that the City will not make a decision about the alternates on which to base the award of contracts until the bids are received, and the City can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the Bidder

submitting the Best Value Bid will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

- D. If, during the progress of the Work, the City desires to reinstate any alternate not included in the LMLSC, the City reserves the right to reinstate the alternate at the price bid by the Provider as long as such action is taken in sufficient time so as not to delay the progress of the Work or cause the Provider additional expense.

8. UNIT PRICES

- A. Where unit prices are requested in the Bid Form for a Prime Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Bid Documents, such unit prices shall include all labor, materials, and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the LMLSC, unless the City determines that the use of such unit prices will cause substantial inequity to either the Provider or the City.

9. ADDENDA

- A. The City reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The City will issue the Addenda to clarify Bidders' questions and/or to change, alter, or supplement the Contract Documents.
- B. Any explanation, interpretation, correction, or modification of the Contract Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
- C. Bidders shall submit written questions to the City in sufficient time in advance of the bid opening to allow sufficient time for the City to respond. The City shall, in its sole discretion, determine whether an Addendum will be issued. All Addenda will be issued, except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Work, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required unless otherwise noted in the Addendum.
- D. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the City prior to the bid opening to verify the number of Addenda issued.

- E. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the City any error, omission, inconsistency, or ambiguity therein.
- F. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the City on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - i. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - ii. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

10. INTERPRETATION

- A. If a Bidder contemplating submitting a bid for the proposed Work is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to the City. Any interpretation of the proposed documents will be made by Addendum only, duly signed by the City Administrator, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The City will not be responsible for any other explanation or interpretation of the proposed documents.
- B. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
- C. Bidders are responsible for notifying the City in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

11. STATE SALES AND USE TAXES

- A. The City is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. Materials that the successful Bidder purchases for incorporation into the Work will be exempt from state sales and use taxes if the successful Bidder provides a properly completed Ohio Department of Taxation Exemption Certificate to the vendors or suppliers when the materials are acquired. The City will execute properly completed certificates on request.

12. CITY'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

- A. The City reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

13. MODIFICATION/WITHDRAWAL OF BIDS

- A. Modification. A Bidder may modify its bid by written communication to the City addressed to the City Administrator at any time prior to the scheduled opening time for receipt of bids, provided such written communication is received by the City Administrator prior to the bid deadline. The written communication shall not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.
- B. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids established in the Legal Notice. The request to withdraw shall be made in writing to and received by the City Administrator prior to the time of the bid opening.
- C. Withdrawal after Bid Deadline.
 - i. All bids shall remain valid and open for acceptance for a period of at least sixty (60) days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 1. The price bid was substantially lower than the other bids;
 2. The reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
 3. The bid was submitted in good faith; and
 4. The Bidder provides written notice to the City, to the attention of the City Administrator, within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - D. If a bid is withdrawn under this provision, the City may award the LMLSC to another Bidder determined by the City to be the Best Value Bidder or the City may reject all bids and advertise for other bids. In the event the City advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the City, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the City finds that such costs would not have been incurred but for such withdrawal.

14. COMPLIANCE WITH APPLICABLE LAWS

- A. By submitting a bid for Work, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - B. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the Work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - C. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

15. FINDINGS FOR RECOVERY

- A. By submitting its bid, each Bidder certifies for reliance of the City that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

16. EXTENSIONS; RENEWAL TERMS; PRICE ADJUSTMENTS

- A. The City may, in its sole discretion and subject to the approval of City Council by ordinance, extend this Contract for up to two (2) additional one-year renewal terms (each, a "Renewal Term"). No Renewal Term shall be effective unless and until authorized by City Council and accepted in writing by the Provider.
- B. Notice of Intent to Renew. The City may provide written notice of its intent to renew the Contract no later than thirty (30) days prior to the expiration of the then-current Term. Failure to provide such notice shall not obligate the City to renew the Contract.
- C. Pricing During Renewal Terms. If the City elects to renew the Contract, pricing for each Renewal Term shall be as follows:
 - i. Base Rule. Prices shall remain the same as the prices in effect during the immediately preceding Term, unless adjusted pursuant to this Section.

- ii. Permitted Adjustment. At the City's option, and subject to Council approval, prices may be increased by no more than three percent (3%) for a Renewal Term.
- iii. No Automatic Increase. There shall be no automatic or guaranteed price increase for any Renewal Term. Any adjustment is discretionary and must be expressly approved by the City.
- iv. No Other Increases. In no event shall prices be increased due to inflation, fuel costs, labor costs, materials costs, or other market conditions except as expressly approved under this Section.

D. Conditions to Renewal. As a condition precedent to any Renewal Term:

- i. The Provider must be in good standing with the City and not in default under the Contract;
- ii. The Provider must have demonstrated satisfactory performance, as determined by the City in its reasonable discretion; and
- iii. The Provider must submit updated insurance certificates, workers' compensation documentation, and any other compliance documentation reasonably requested by the City.

E. Partial Renewals; Multiple Providers. The City reserves the right to renew the Contract in whole or in part, including renewal for only certain service areas, locations, or scopes of work, and to renew with one or more Providers, without obligation to renew the entire Contract or all service areas.

F. No Obligation to Renew. Nothing in this Section shall be construed to create any right, expectancy, or entitlement on the part of the Provider to a Renewal Term. The City may elect not to renew the Contract for any reason or no reason.

NOTICE REGARDING NONDISCRIMINATION AND ACCESSIBILITY

The City of Obetz, Ohio, does not discriminate on the basis of disability in the admission to, access to, treatment of, or employment in its programs, services, or activities. The City complies with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), as amended, and Section 504 of the Rehabilitation Act of 1973, as amended.

The City of Obetz is committed to ensuring that its programs, services, and activities are accessible to individuals with disabilities.

The City of Obetz has designated the following individual as its ADA Coordinator to coordinate compliance efforts and to receive inquiries, complaints, or requests for reasonable accommodations related to disability access:

E. Rod Davisson, Esq., City Administrator
4175 Alum Creek Drive
Obetz, Ohio 43207
(614) 409-4415
Monday – Friday 8:30 am to 5:00 pm

REQUEST FOR INFORMATION (PRE-BID)

The person, firm, or corporation submitting a request for information shall be responsible for its prompt delivery and do so in a manner that will allow a sufficient period of time for the issuance and delivery of an Addendum under the Instructions to Bidders prior to the receipt of bids. Please submit all pre-bid questions in writing to:

E. Rod Davisson, Esq.
City Administrator
City of Obetz, Ohio
(614) 491-1080

Name:	Phone:
Company:	Fax:
<u>Requested Information:</u>	

DOCUMENTS TO ACCOMPANY BID FORM

By signing below, the Bidder and other persons with a financial interest (the "Other Interested Persons") in the bid certify that the following fully executed documents have been attached in order for the bid to be considered:

- A. Bid Form
- B. Corporate Affidavit (if applicable)
- C. Non-Collusion Affidavit
- D. Delinquent Personal Property Tax Affidavit
- E. Detailed Statement of Qualifications
- F. Subcontractors List (if applicable)
- G. Proof of Custom Applicators license from the state of Ohio
- H. Proof of Current Liability Insurance, current Worker's Compensation Compliance documentation, Federal and State Tax Identification Numbers and W-9 forms, and current Unemployment Compensation Compliance Certificate

The Bidder and Other Interested Persons further certify that they have fully reviewed these Contract Documents and the site where the project will take place. Bidder and Other Interested Persons further certify that, if selected, they will enter into the LMLSC attached herein with the City and will accept in full payment therefore for the duration of the Contract period the lump sum or unit price applicable to each item of work in the bid.

Signature of Bidder

Date _____ Firm Name _____

Official Address _____

By: _____

Title: _____

Other Interested Persons

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

BID FORM

TO: E. Rod Davisson, Esq.
City Administrator
City of Obetz, Ohio

1. BID SUBMITTED BY:

(Provider)

Date of Submission: _____

2. Having carefully reviewed all Contract Documents, and having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the sites and the conditions affecting and governing the Work and confirmed the location of the site utilities and all existing structures, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in said Contract Documents.

3. Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Legal Notice, Instructions to Bidders, Corporate Affidavit, Delinquent Personal Property Tax Affidavit, Notice Regarding Nondiscrimination and Accessibility, Contract Bond, LMLSC, Specifications, Service Area Maps, Documents to Accompany Bid Forms, Detailed Statement of Qualifications, Notice Regarding Subcontractors, Non-Collusion Affidavit, Forms and Reports, Affidavit of Payment and Lien Waiver, Change Order, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.
4. Bonds and Contract. If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Instructions to Bidders.
5. Completion of Work. In submitting a bid, the undersigned agrees to execute the LMLSC in the form included in the Contract Documents and to substantially complete its Work as required by the Contract Documents.
6. Bid. An electronic Bid document will be provided by the City. When filling out the Bid, include the cost of all labor and material for the components of the Work listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. If there is difference between

the total bid amount and the total of the individual amounts for labor and materials stated under a bid package, the total of the individual amounts shall be the amount deemed to be inserted in the blank for the total labor and materials for each bid package.

Each price given is the final to the City and includes all taxes, overhead, and profit of the Bidder. By submission of this Bid, each bidder certifies that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other bidder or with any competitor. An executed Non-Collusion Affidavit must be submitted with the bid.

7. Instructions for Signing

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

8. Bidder Certifications. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

- A. The Bidder acknowledges that this is a public project involving public funds, and that the City expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (i) it will act at all times with absolute integrity and truthfulness in its dealings with the City, (ii) it will use its best efforts to cooperate with the City and at all times will act with professionalism and dignity in its dealings with the City, (c) it will assign only competent supervisors and workers to the Work, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
- B. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the City in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder

(i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to the City.

C. Each Bidder shall have a competent person carefully and diligently inspect and examine the each site designated in the Service Area Maps in its entirety, and the surrounding areas, including all parts applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.

D. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (i) the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices, Lump Sum Items, or Alternate bids with any other Bidder; (ii) unless otherwise required by law, the Base Bid, any Unit Prices, Lump Sum Items, and any Alternate bids in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, Lump Sum Items, or Alternate bids; (iii) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (iv) the statements made in this Bid Form are true and correct.

E. The Bidder will execute the form of LMLSC in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the City.

F. The Bidder certifies that the upon the award of a Contract, the Bidder will ensure that all of the Bidder's employees, while working on City property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

G. The Bidder agrees to furnish any information requested by the City to evaluate that the Bidder is the best bidder and that the bid is responsive to the specifications.

H. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.

I. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one):

sole proprietor partnership corporation other legal entity

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

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____
	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

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

Name _____
Address _____

Name

Address

Name

Address

CORPORATE AFFIDAVIT

(To be completed if the Bidder is a Corporation)

State of _____
County of _____ ss:

_____, being duly sworn, deposes and says that he
(Name of Person Completing)

or she is Secretary of _____, a
(Name of Corporation)

Corporation organized and existing under and by virtue of the laws of the State of

_____, and having its principal office at:
(State of Incorporation)

_____, _____
(Address) (City)

_____, _____.
(County) (State)

Affiant further says that he is familiar with the records, minute books and by laws
of _____.
(Name of Corporation)

Affiant further says that _____, _____ of the
Corporation

(Name) (Title)

is duly authorized to sign the Contract for the _____ for said
(Project Name)

Corporation by virtue of _____
(State whether a provision of by-laws or a resolution of the Board of Directors)

_____.
(If by resolution, give date of adoption)

(Signature)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF FRANKLIN

Bid: _____

Contractor: _____

The aforementioned Contractor, being duly sworn, deposes and says that he is the sole owner, partner, president, or secretary of _____.

The aforementioned Contractor further affirms that the foregoing BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a false or sham BID and has not directly or indirectly colluded, conspired connived or agreed with any other BIDDER or anyone else to put in a sham BID, or that anyone shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly sought by agreement, communication or conference with anyone to fix any overhead, profit or cost element of such BID price or of that any other BIDDER, or to secure any advantage against the CITY awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that such BIDDER has not directly or indirectly submitted his BID price or any breakdown thereof, of the contents thereof, or divulged information or data relative thereto, or paid or will not pay any fee in connection therewith, or any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

Subscribed and sworn to, by and before me this _____ day
of _____, 2026

NOTARY PUBLIC: _____

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO

BIDDER SS:

COUNTY OF FRANKLIN

_____, being first duly sworn, deposes and says that he/she is (sole City, a partner, president, secretary, etc.) _____ of _____ the Contractor on the attached contract with the City of Obetz for (describe or identify contract) _____ for the purpose of complying with Section 5719.042 of the Ohio Revised Code, states that at the time the bid for said contract was submitted, said bidder was not charged with delinquent personal property taxes on the General Tax Lists of Personal Property taxes of Franklin County;

-or-

At the time the bid for said contract was submitted, the Bidder was charged with delinquent personal property taxes on the General Tax Lists of Personal Property Franklin County and that the amount of such due and unpaid delinquent taxes, penalties and interest thereon is as follows:

<u>TAXES</u>	<u>PENALTIES AND INTEREST</u>	<u>COUNTY</u>
\$	\$	
\$	\$	
\$	\$	
\$	\$	
\$	\$	

SIGNATURE OF AFFIANT

PRINTED NAME OF AFFIANT

Sworn to, by and before me this _____ day of _____, 2026

NOTARY PUBLIC

DETAILED STATEMENT OF QUALIFICATIONS

A detailed statement of qualifications must be attached to each bid submission addressing separately each of the following criteria. Ensure that each criteria is addressed by clearly marking the response with the number that corresponds to the criteria.

1. Describe generally your availability to perform the work and number of staff available to perform work on this contract and additional work, if needed.
2. Describe your experience and list specific examples of other similar contracts you have worked that are at least 50% of the price of this contract and were within the last three (3) years. Describe the similarities between each contract and the project for which this bid is being submitted. List contact references for each contract.
3. Submit audited financial statements for your company covering the last three (3) years.
4. List other contracts of a similar nature to this contract where you failed to perform properly or to complete on time.
5. Have you habitually, and without just cause, neglected the payment of bills, or otherwise disregarded your obligations to subcontractors, material suppliers, or employees?
6. Describe how you customarily employ supervisory personnel of the type qualified to oversee on a regular basis the kind of work called for in the contract.
7. List equipment of the type customarily required in the performance of the contract work that you own or possess and describe whether such equipment, if needed, is available for this contract.
8. List suppliers who customarily sell products for similar projects from whom you have purchased products or materials in the past three years.
9. List other public entities on prior state, municipal, or other projects with whom you have contracted in the past three years. For each entity listed, provide a point of contact.
10. Cite examples to demonstrate an excellent record of accomplishment of past performance on state, and/or municipal projects as concerns the quantity, quality, timeliness, cost, cooperation, and harmonious working relationship.
11. List all violations of OSHA, or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, which violations were cited in accordance with the provisions of any state occupational safety and health act or the occupation safety and health act of 1970 and which were not abated within the time fixed by the citation; which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction.

CONTRACT BOND

(O.R.C. § 153.57)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ("Provider"), as principal, and _____,

as surety, are hereby held and firmly bound unto the City of Obetz, Ohio (the "City") as obligee, in the penal sum of _____ Dollars (\$_____), for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above-named principal did on the _____ day of _____, 20_____, enter into a contract with the City for _____ related to _____ (the "Work"), which said contract is made a part of this bond the same as though set forth herein:

Now, if the said Provider shall well and faithfully do and perform the things agreed by the Provider to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20_____.

(PRINCIPAL)

(SURETY)

By: _____
Printed Name & Title: _____

By: _____
Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____
Surety's Fax Number: _____

NAME OF SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____

NOTICE REGARDING SUBCONTRACTORS

The Provider shall not, without written permission and approval of the City, assign or sublet any part of the work to be done under the LMLSC.

In the event that the Provider desires to sublet any part of the Work, the Provider shall first submit to the City a statement showing the character of the work to be sub-let and the party or parties to whom it is proposed and the party's or parties' experience, financial ability, technical and other qualifications, financial ability, experience and competency shall be final and binding upon both parties. Each subcontractor shall be subject to the same conditions and prerequisites as the Provider and must comply with all requirements applicable to the Provider.

It is further understood and agreed that such subletting, although approved by the City, shall not directly or indirectly release or modify the responsibility of the Provider for the satisfactory and entire completion of the work under the LMLSC and each and every part and position thereof.

In case any party or parties to whom any work under this contract shall have been sublet should disregard the Facilities Manager or her duly authorized representative or should furnish any unsatisfactory work or should fail or refuse in any way to conform to any conditions of the LMLSC, then upon written order from the City, the Provider shall require said party or parties in default and to discontinue work under the contract.

Any defective work done by any subcontractor shall be removed and replaced with work that is satisfying to the City and without cost to the City.

If work on the project will be performed by subcontractors, the Bidder shall state, in detail, on an attached sheet, the name, address, experience and the work to be performed by subcontractors in this Contract.

If no subcontractors are to be used, so state.

SUB-CONTRACTORS LIST

The bidder is required to state, in detail, in the space provided below, the name, address, experience and the work to be performed by sub-contractors in this Contract, including approximate percentage of the contract cost by sub-contractor.

If no sub-contractors are to be used, so state.

LAWN MAINTENANCE AND LANDSCAPING SERVICES CONTRACT

This Lawn Maintenance and Landscaping Services Contract ("Contract") is made, entered into, and effective as of the [REDACTED] day of [REDACTED], 2026 (the "Effective Date"), by and between the City of Obetz, Ohio ("Obetz"), an Ohio municipal corporation, with offices located at 4175 Alum Creek Drive, Obetz, Ohio 43207, and [REDACTED] ("Provider"), with an office and principal place of business located at [REDACTED]. Obetz and Provider may be referred to individually as a "Party" and collectively as the "Parties."

Recitals

WHEREAS, Obetz desires to retain Provider to perform lawn maintenance services as more particularly described in the Scope of Services and in accordance with the Specifications attached hereto and incorporated herein (collectively, the "Work"); and

WHEREAS, Provider represents that it is properly licensed (if applicable), experienced, and qualified to perform the Work and desires to perform such Work under the terms and conditions set forth in this Contract;

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated into this Contract, and the mutual covenants and agreements contained herein, and intending to be legally bound, the Parties agree as follows:

1. **Incorporated Documents:** This Contract shall include and incorporate all of the following "Contract Documents":

Legal Notice	Instructions to Bidders
Notice Regarding Nondiscrimination and Accessibility	Request for Information (Pre-Bid)
Documents to Accompany Bid Form	Bid Form
Corporate Affidavit	Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit	Detailed Statement of Qualifications
Contract Bond	Notice Regarding Subcontractors
Subcontractors List	This Contract
Specifications	Service Area Maps
Affidavit of Payment and Lien Waiver	Notice of Award
Notice to Proceed	Change Order

Lawn Maintenance and Landscaping Services
Report

2. **Scope of Work:** Provider, at its sole cost and expense, shall furnish all labor, materials, equipment, tools, supervision, and services necessary to perform and complete the Work. The Work shall be performed strictly in accordance with this Contract and the Contract Documents, including, without limitation, the Scope of Services and Specifications incorporated herein by reference. Provider shall conduct the Work in a manner that minimizes disruption to the public and avoids unnecessary obstruction of access to City facilities, consistent with safe and efficient performance of the Work.

Provider shall assign a competent supervisor to oversee the performance of the Work. At the City's request, Provider shall replace the assigned supervisor. Provider shall be solely responsible for the acts and omissions of its supervisor and all personnel performing the Work, and nothing herein shall be construed to impose responsibility on the City for such acts or omissions.

All Work shall be fully performed and completed to the reasonable satisfaction of the City, in a good and workmanlike manner, and in full compliance with all applicable federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, those relating to health, safety, and environmental requirements.

The City reserves the right to determine the order, priority, scheduling, and sequencing of the Work and to increase, decrease, or delete portions of the Work, in whole or in part, as operational needs require. Any material change to the scope of the Work affecting compensation shall be subject to an authorized Change Order in accordance with the Contract Documents.

3. **Payment:** The City shall pay Provider, from lawfully appropriated funds, for the satisfactory performance of the Work, subject to additions and deductions authorized by Change Order in accordance with the Contract Documents, a total contract sum not to exceed \$ _____ (the "Contract Sum").

Payment shall be made only for Work that is satisfactorily performed in full compliance with this Contract and accepted by the City. No payment shall be due or owing for any Work that is defective, deficient, incomplete, or otherwise not in conformity with the Contract Documents. Payment shall further be subject to the prior written approval of the City's Facilities Manager, or the Facilities Manager's designee.

The City shall remit payment within forty-five (45) days following such approval and receipt of a proper invoice. Provider shall submit invoices no more frequently than once per calendar month for Work performed during the immediately preceding month. All invoices shall be submitted in a form acceptable to the City and shall be subject to review, approval, and acceptance by the City in accordance with this Section.

4. **Conflict and Interpretation:** In the event of any conflict or inconsistency between the provisions of this Contract and any of the Contract Documents, the provisions of this Contract shall control. In the event of any ambiguity or question regarding the interpretation or application of this Contract or the Contract Documents, such ambiguity or question shall be resolved by the City. Any such interpretation shall be reasonable, made in good faith, and binding upon the Provider.

5. **Term and Performance Period:** This Contract shall commence on the Effective Date and shall remain in full force and effect through December 31, 2026 (the "Term"), unless earlier terminated in accordance with this Contract.

Unless otherwise directed in writing by the City, Provider's performance of the Work shall commence during the week of April 1, 2026 and shall conclude during the week ending November 30, 2026 (the "Performance Period").

The City reserves the right, in its sole discretion, to modify, extend, shorten, or suspend the Performance Period, in whole or in part, based upon weather conditions, field conditions, operational needs, or other factors affecting the City's facilities, without such modification constituting a change in the Contract Sum unless expressly authorized by Change Order.

6. **Termination for Cause:** The City may terminate this Contract, in whole or in part, immediately upon written notice to Provider in the event of Provider's default or breach of this Contract, including, without limitation:

- Failure to perform the Work in accordance with this Contract or the Contract Documents;
- Failure to comply with applicable federal, state, or local laws, ordinances, or regulations;
- Failure to maintain insurance required under this Contract;
- Unsafe, negligent, deficient, or unsatisfactory performance, as determined by the City in its reasonable discretion; or
- Any other material breach of this Contract.

The City may, but shall not be obligated to, provide Provider with an opportunity to cure any default prior to termination.

7. **Termination for Convenience:** The City may, at any time and in its discretion, terminate this Contract, in whole or in part, for the City's convenience and without cause, upon written notice to Provider.

Upon receipt of a notice of termination for convenience, Provider shall:

- Immediately cease performing the Work, unless otherwise directed in writing by the City;
- Take all reasonable and necessary actions to protect and preserve the Work; and
- Unless otherwise directed by the City, terminate all subcontracts and supplier agreements related to the Work.

The City may terminate this Contract, or any portion of the Work, with respect to one or more facilities or locations, without affecting the validity of this Contract as to the remaining Work.

8. **Effect of Termination:** Upon termination for convenience, Provider shall be entitled to payment only for Work actually performed, properly documented, authorized, and accepted by the City as of the effective date of termination, in accordance with the payment provisions of this Contract.

Under no circumstances shall Provider be entitled to anticipated or lost profits, compensation for unperformed Work, or indirect, incidental, consequential, or special damages arising out of or related to such termination.

Upon termination for cause, Provider shall be entitled to payment only for Work actually performed and accepted by the City prior to termination, less any damages, costs, or expenses incurred by the City as a result of Provider's default, including, without limitation, costs incurred to complete, correct, or re-procure the Work. The City's rights and remedies under this Section are cumulative and not exclusive.

9. **Independent Contractor:** The City and Provider are independent parties, and nothing contained in this Contract shall be deemed or construed to create any relationship of principal and agent, partnership, joint venture, employer and employee, or any other relationship other than that of independent contracting parties.

Provider acknowledges and agrees that neither Provider nor any of its officers, employees, agents, or subcontractors shall be deemed employees of the City for any purpose. Provider further acknowledges that it and its employees are not entitled to any wages, benefits, or protections provided by the City to its employees, including, without limitation, retirement benefits, health insurance, unemployment compensation, or disability benefits.

Provider shall have no authority to bind or obligate the City in any manner whatsoever, nor to make any representation on behalf of the City.

Provider shall be solely responsible for the payment of all federal, state, and local taxes, assessments, contributions, and other charges imposed or required with respect to compensation paid to Provider or its officers, employees, agents, or subcontractors, including, without limitation, income taxes, payroll taxes, and workers' compensation insurance premiums.

10. **Taxes, Licenses, and Fees:** Provider shall be solely responsible for obtaining and paying for all licenses, permits, approvals, and fees necessary to perform the Work. Provider shall be responsible for the payment of all federal, state, and local taxes arising from or related to the performance of this Contract.

Provider agrees to withhold and remit all municipal income taxes required under Chapter 181 of the Codified Ordinances of the City of Obetz for qualifying wages, salaries, and compensation paid to its employees for services performed under this Contract and shall require any subcontractors to do the same.

11. **Damage to Property:** Provider shall be fully responsible for any and all loss of or damage to real or personal property, including land, buildings, improvements, and contents, caused by Provider, its officers, employees, agents, or subcontractors in connection with the performance of the Work.

Provider shall conduct all Work in a careful, safe, and workmanlike manner and shall confine its activities to those areas reasonably necessary to perform the Work. Provider shall take all reasonable precautions to prevent damage to adjacent property, improvements, utilities, landscaping, and surfaces.

Any property damaged as a result of the Work shall be promptly repaired or replaced by Provider, at Provider's sole cost and expense, to the reasonable satisfaction of the City. Such obligation shall be independent of, and in addition to, Provider's insurance and indemnification obligations under this Contract.

12. **Insurance:** Provider shall procure and maintain, at its sole cost and expense, the following insurance coverages throughout the Term of this Contract and any period during which the Work is being performed:

- a. Workers' Compensation and Employer's Liability.**

Workers' Compensation insurance in compliance with Ohio law and Employer's Liability insurance with limits of not less than \$100,000 per accident, \$500,000 disease policy limit, and \$100,000 disease per employee. If Provider is self-insured, Provider may submit a valid Certificate of Solvency issued by the Ohio Bureau of Workers' Compensation. Provider shall require all subcontractors to maintain equivalent coverage unless covered under Provider's policy.

- b. Commercial General Liability.**

Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, personal injury, and property damage.

- c. Automobile Liability.**

Automobile Liability insurance covering owned, hired, and non-owned vehicles with a combined single limit of not less than \$1,000,000 per accident.

The City of Obetz, Ohio, its elected officials, officers, employees, and agents shall be named as Additional Insureds on a primary and non-contributory basis under the Commercial General Liability and Automobile Liability policies.

Provider shall furnish certificates of insurance acceptable to the City prior to commencement of the Work and upon request thereafter. All policies shall provide that the City shall receive not less than thirty (30) days' prior written notice of cancellation or material modification.

If any required coverage is written on a claims-made basis, the retroactive date shall be no later than the Effective Date of this Contract, and coverage shall be maintained for the duration of the applicable statute of limitations.

13. **Indemnification:** To the fullest extent permitted by law, Provider shall indemnify, defend, and hold harmless the City of Obetz, Ohio, and its elected officials, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from the acts or omissions of Provider, its officers, employees, agents, or subcontractors in connection with the performance of the Work, but only to the extent caused by the negligent or wrongful acts or omissions of such persons.

The City shall not be required to assume the defense of any such claim, and nothing herein shall be construed to limit the City's right, in its sole discretion, to participate in or control the defense of any matter for which indemnification is sought.

Provider's obligations under this Section shall not be limited by the amount or type of insurance maintained by Provider and shall survive the expiration or termination of this Contract.

14. **Employees and Workforce Compliance:** Provider shall employ only competent, qualified, and responsible personnel to perform the Work and shall be solely responsible for the conduct, supervision, and actions of its officers, employees, agents, and subcontractors while performing services under this Contract.

The City reserves the right to require the removal from City property or City work sites of any Provider personnel who, in the reasonable judgment of the City, are incompetent, careless, insubordinate, unsafe, or otherwise objectionable. Such removal shall not relieve Provider of its obligations under this Contract.

Upon written request by the City and to the extent permitted by law, Provider shall verify that personnel assigned to perform Work on City property have successfully completed a criminal background check meeting minimum standards established by the City. Any such background check shall be obtained at Provider's sole cost and expense, and documentation of compliance (excluding personally identifiable information unless legally required) shall be provided to the City's Facilities Manager or designee in a form acceptable to the City.

Provider represents and warrants that all individuals performing services under this Contract are legally authorized to work in the United States. Upon request, Provider shall provide verification of such authorization in compliance with applicable federal law, including completion of Form I-9.

Any claim, loss, liability, or expense arising from Provider's failure to comply with applicable employment eligibility or immigration laws shall be subject to Provider's indemnification obligations under Section 13 of this Contract.

15. **Assignment and Subcontracting:** Provider shall not assign, transfer, or convey this Contract, in whole or in part, nor subcontract, delegate, or otherwise cause the Work or any portion thereof to be performed by any other person or entity, without the prior written consent of the City, which consent may be granted or withheld in the City's discretion.

Approval of any assignment or subcontract shall not relieve Provider of any obligation, duty, or liability under this Contract. Provider shall remain fully responsible for the acts, omissions, performance, and compliance of any approved subcontractors and their personnel.

If any subcontractor fails to perform the Work in accordance with this Contract or the Contract Documents, or engages in unsafe or unsatisfactory conduct, the City may require Provider to remove such subcontractor from the Work, and Provider shall promptly comply with such direction at no additional cost to the City.

16. **Equal Employment Opportunity:** Provider shall comply with all applicable federal and state equal employment opportunity laws, regulations, and executive orders, including, without limitation,

Executive Order 11246, as amended, and applicable executive orders of the Governor of the State of Ohio. Provider represents and warrants that it is an equal employment opportunity employer and does not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, age, military status, or any other status protected by law.

17. **Amendments:** This Contract may be amended or modified only by a written instrument executed by authorized representatives of both Parties.
18. **Entire Contract:** This Contract, together with the Contract Documents, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, representations, understandings, or agreements, whether written or oral. No representations, warranties, promises, or inducements not expressly set forth in this Contract or the Contract Documents shall be binding upon either Party.
19. **Severability:** If any provision of this Contract is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed, and the remaining provisions shall remain in full force and effect, provided that the essential purposes of this Contract can still be accomplished.
20. **Governing Law and Venue:** This Contract shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict-of-laws principles. Any legal action or proceeding arising out of or relating to this Contract shall be brought exclusively in the Court of Common Pleas for Franklin County, Ohio, and the Parties hereby irrevocably consent to the jurisdiction and venue of such court.
21. **Public Records:** Provider acknowledges that the City is subject to the Ohio Public Records Act, Ohio Revised Code Section 149.43. All records created, received, or maintained by the City in connection with this Contract are public records unless an exemption applies.

To the extent Provider creates, receives, or maintains records on behalf of the City in the performance of this Contract, such records shall be deemed public records and shall be promptly provided to the City upon request, in a format acceptable to the City, to permit the City to comply with its public records obligations.

Provider shall not assert any claim of confidentiality, proprietary interest, or trade secret with respect to such records unless expressly authorized by law, and any such assertion shall be clearly identified in writing. Provider agrees to indemnify and hold harmless the City from any claims, damages, or liabilities arising from Provider's failure to comply with this Section.

22. **Waiver:** The failure of the City at any time to require performance by Provider of any provision of this Contract shall not affect the City's right to require such performance at any later time. Any waiver of a breach must be in writing and shall not be deemed a waiver of any subsequent breach or a waiver of the provision itself.
23. **Notices:** All notices required or permitted under this Contract shall be in writing and shall be deemed given when delivered personally, sent by a nationally recognized overnight courier, or deposited in the United States mail, certified mail, return receipt requested, postage prepaid, to

the addresses of the Parties set forth herein, or to such other address as a Party may designate by written notice.

24. **Execution; Counterparts:** This Contract may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted electronically, including by PDF or other electronic means, shall be deemed effective for all purposes.
25. **Authority to Sign:** Each individual executing this Contract on behalf of a Party represents and warrants that he or she has full power and authority to enter into this Contract and to bind such Party to the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Contract as of the _____ day of _____, 2026.

CITY OF OBETZ, OHIO

BY: _____

E. Rod Davisson, Esq.
City Administrator

PROVIDER

BY: _____

Name of Provider

Approved as to Form:

Gene Holins, Esq. Law Director

CERTIFICATION OF FUNDS

It is certified by the Fiscal Officer of the City of Obetz that the amount required to meet the obligations of the City under this Contract has been lawfully appropriated and is in the City treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances. This Contract is valid and binding upon the City only upon execution of this certification by the City's Fiscal Officer in accordance with Ohio Revised Code Section 5705.41(D).

M. Matthew Cramblit, Director of Finance

Date

SPECIFICATIONS

1. Service Level Classifications

For purposes of these Specifications, landscaped areas maintained under this Contract shall be classified by the City into the following Service Levels. The applicable Service Level for each location shall be identified in the Scope of Services or as otherwise designated by the City.

- Service Level A – Parks, Civic Spaces, and High-Visibility Areas. Areas intended to present a high-quality aesthetic appearance due to public use, prominence, or special events.
- Service Level B – Facilities, Streetscape, and Right-of-Way Areas. Areas intended to be maintained in a clean, orderly, and functional condition without a park-grade aesthetic standard.

The areas to be maintained under this Contract are identified on the Service Area Maps attached to these Specifications. The maps are provided for reference and administrative purposes and depict the general location and extent of service areas. Minor variations in boundaries, access points, or site conditions shall not relieve Provider of its obligation to perform the Work, nor shall such variations constitute a change in the Work or Contract Sum unless expressly authorized by Change Order.

The City reserves the right to reclassify areas between Service Levels based upon usage, site conditions, or operational needs. Any reclassification that materially affects compensation shall be subject to an authorized Change Order.

2. Turfgrass Management – General Standards

2.1 Growing Season

The growing season is defined as April through November, subject to adjustment based on weather conditions.

2.2 Turfgrass Height Standards

Turfgrass shall be maintained within the following height ranges:

<u>Turfgrass Species</u>	<u>Spring & Fall</u>	<u>Summer Stress Periods</u>
Kentucky Bluegrass	2.0 – 2.5 inches	2.5 – 3.0 inches
Perennial Ryegrass	2.0 – 2.5 inches	2.5 – 3.0 inches
Fine Fescues	2.0 – 2.5 inches	2.5 – 3.0 inches
Tall Fescue	2.5 – 3.0 inches	2.5 – 3.0 inches

No more than one-third (1/3) of the leaf blade length shall be removed during any single mowing event unless conditions require corrective mowing.

2.3 Seasonal Adjustments

During cooler or moist conditions, turf shall be maintained toward the lower end of the applicable height range. During periods of heat or drought stress, turf shall be maintained toward the upper end of the applicable height range to reduce stress and preserve turf health.

3. Mowing, Trimming, and Edging

3.1 Mowing Frequency

Mowing shall occur as frequently as necessary to maintain turf within the specified height ranges.

- Service Level A: Turf shall be maintained at a consistently uniform appearance throughout the growing season.
- Service Level B: Turf shall be maintained to control growth and prevent overgrowth, weed dominance, or unsafe conditions.

No minimum number of mowings is guaranteed.

3.2 Mowing Practices

Provider shall utilize equipment and techniques appropriate to achieve the required results without causing damage to turf, improvements, or adjacent property.

- Directional mowing patterns and multiple passes may be used as necessary in Service Level A areas to maintain turf quality.
- Weed trimming shall be performed in areas inaccessible to mowers, including fence lines, building perimeters, signposts, and utility structures.

3.3 Edging

- Service Level A: Power edging of hard surfaces (sidewalks, curbs, paved edges) shall occur at least once per month, with additional trimming as needed.
- Service Level B: Edging or trimming shall occur as needed to maintain clean edges and prevent encroachment.

4. Site Cleanliness and Debris Removal

- Grass clippings shall be cleared from sidewalks, curbs, paved surfaces, and plant beds during each mowing cycle.
- Clippings shall not be left on turf in a manner that creates clumping, smothering, or an unsightly appearance.
- Litter and debris shall be collected and removed from maintained areas at least weekly in Service Level A areas and as part of routine mowing cycles in Service Level B areas.

5. Shrub, Plant, and Bed Care

5.1 Pruning

- Shrubs shall be pruned in a manner appropriate to the species and intended design form.
- All shrubs shall be pruned at least twice per year, once in spring and once in fall.
- Individual shrubs shall be hand-pruned; hedge material may be mechanically sheared.
- All clippings shall be removed from the site on the day work is performed.

5.2 Integrated Pest Management (IPM)

An Integrated Pest Management approach shall be utilized throughout the growing season to limit unnecessary chemical use. Trees and shrubs shall be inspected monthly, and treatments shall be targeted to active infestations only.

6. Landscape Bed Maintenance

- Debris (leaves, sticks, litter) shall be removed from beds and landscaped areas on a regular basis sufficient to maintain a clean appearance.
- Weeds shall be removed through hand-weeding where feasible. Persistent weeds may be treated with post-emergent herbicides as needed.
- Pre-emergent herbicide shall be applied in spring to minimize weed germination.
- Bed edges shall be defined in spring and maintained throughout the season.
- Mulch shall be installed in spring to a depth of approximately two (2) inches, not to exceed three (3) inches.

7. Fertilization and Chemical Applications

- Trees and shrubs shall be fertilized in spring using slow-release fertilizer appropriate for the plant material.
- Fertilizer shall not be applied directly against trunks or stems.
- Provider shall utilize only products approved for the intended use and shall comply with all applicable laws and regulations.
- Provider shall maintain a valid Ohio Department of Agriculture Custom Applicator License in the applicable categories and shall provide documentation of all chemical applications to the City upon request.

8. Damage, Repairs, and Special Maintenance

- Any irrigation or landscape infrastructure damaged as a result of Provider's negligence shall be promptly repaired at Provider's expense.
- Provider shall notify the City of any observed damage, safety issue, or condition requiring special maintenance within twenty-four (24) hours.
- Special maintenance activities outside routine mowing and care shall be reported to the City.

9. Inspection and Correction

- The City may inspect the Work at any time. If Work is found to be deficient or non-conforming, Provider shall promptly correct such deficiencies at no additional cost to the City.
- Repeated failure to meet the standards set forth in these Specifications may constitute a default under the Contract.

10. Communication and Coordination

Provider shall designate a competent supervisor who shall be the primary point of contact for the City and who shall be authorized to receive and act upon City directives. Provider shall coordinate scheduling and performance of the Work with the City's Facilities Manager or designee.

Provider shall provide advance notice of scheduled Work and shall furnish, upon request, location information sufficient to allow the City to monitor Work performed. Failure to reasonably coordinate with the City may constitute nonconforming performance.

11. Traffic Control and Safety

Provider shall be responsible for implementing all traffic control and safety measures necessary for the safe performance of the Work in accordance with applicable federal, state,

and local laws, including the Ohio Manual of Uniform Traffic Control Devices (OMUTCD), as applicable.

Provider shall provide all necessary signage, barricades, warning devices, and personnel to protect workers, pedestrians, and vehicular traffic. Closure of public streets or lanes shall not occur without prior approval from the City and coordination with the Obetz Police Department.

Provider shall conduct the Work in a manner that prioritizes public safety and minimizes interference with normal use of City facilities and rights-of-way.

12. Equipment and Safety Devices

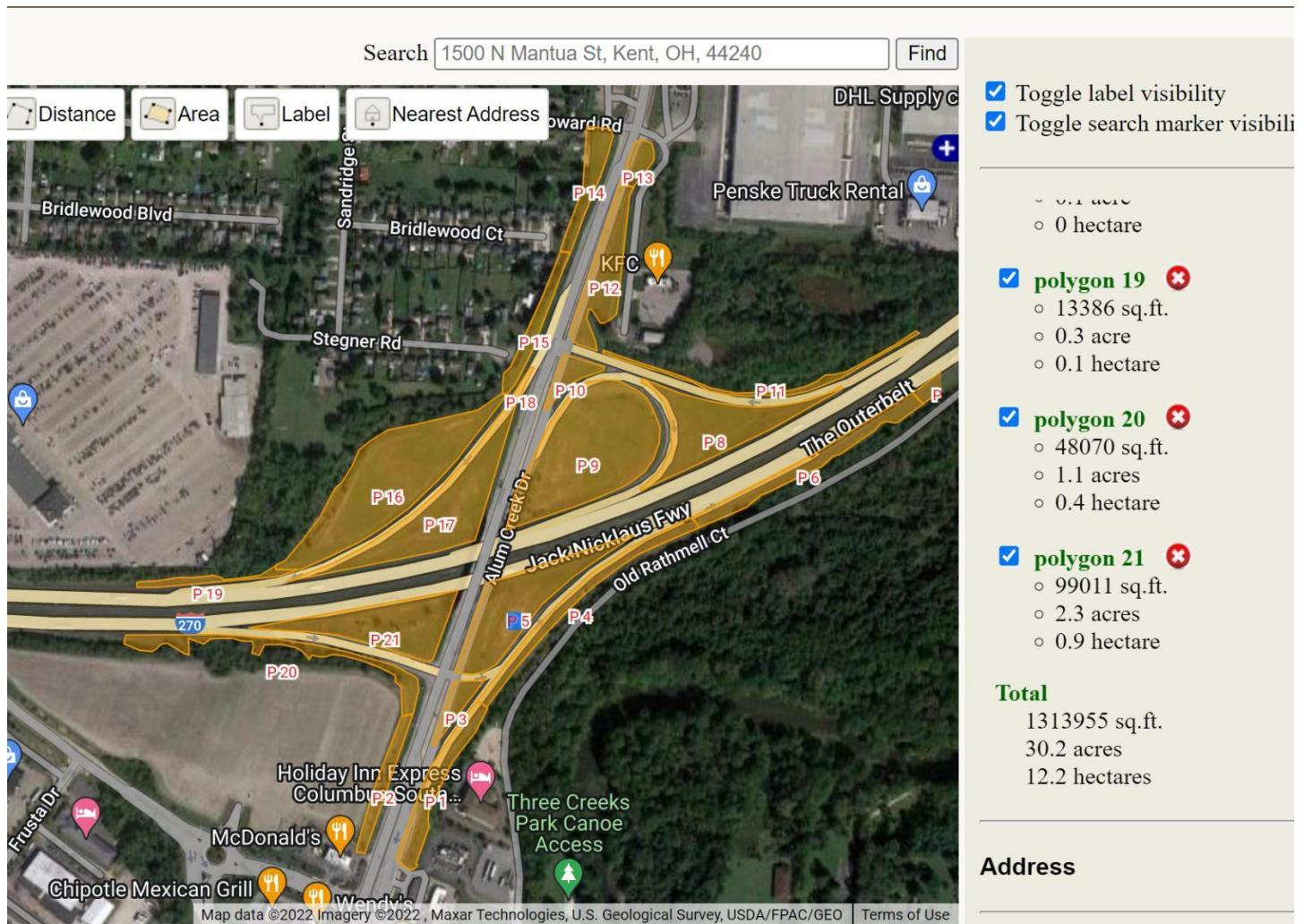
All equipment used in the performance of the Work shall be maintained in safe, good working condition and shall comply with applicable safety standards.

Discharge guards and protective devices shall be properly installed and functioning when mowing in rights-of-way, medians, and other high-traffic areas. The City reserves the right to stop the use of any equipment deemed unsafe or noncompliant until corrective action is taken.

SERVICE AREA MAPS

1. Cloverleaves (Service Level B)

Mow and trim all turf areas on the east and west sides of Alum Creek Dr. and along entrance and exit ramps from the intersection of Alum Creek Dr. to I-270



2. Recreation Trail (Service Level A)

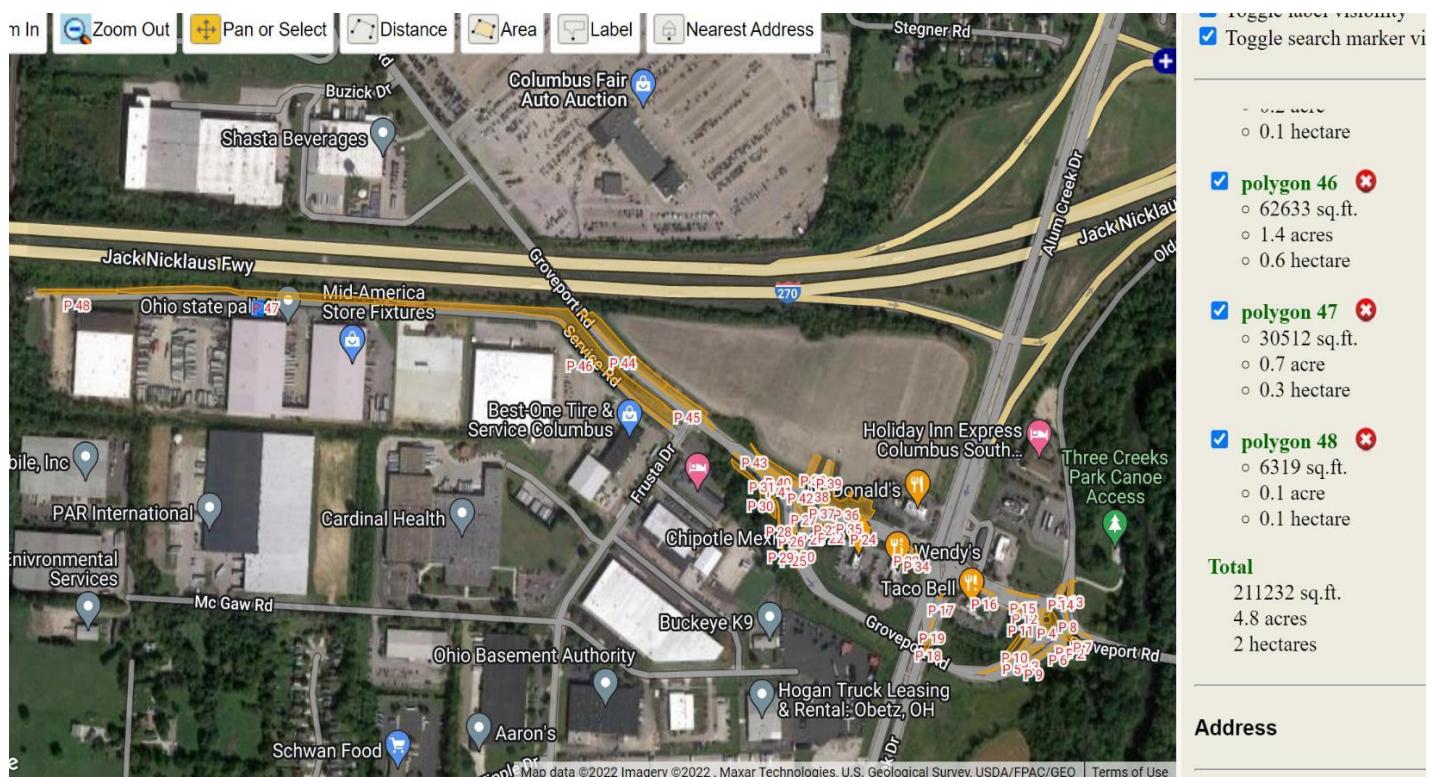
Mow and trim all turf areas within the property boundaries from Alum Creek west to Pine Drive. P1-P71



3. Roundabouts and Broehm Road (Service level B)

Mow and trim all right of way turf areas east and west Groveport Rd Round Abouts (P1-P43)

Mow and trim all right of way on Broehm Road (P44-P48)

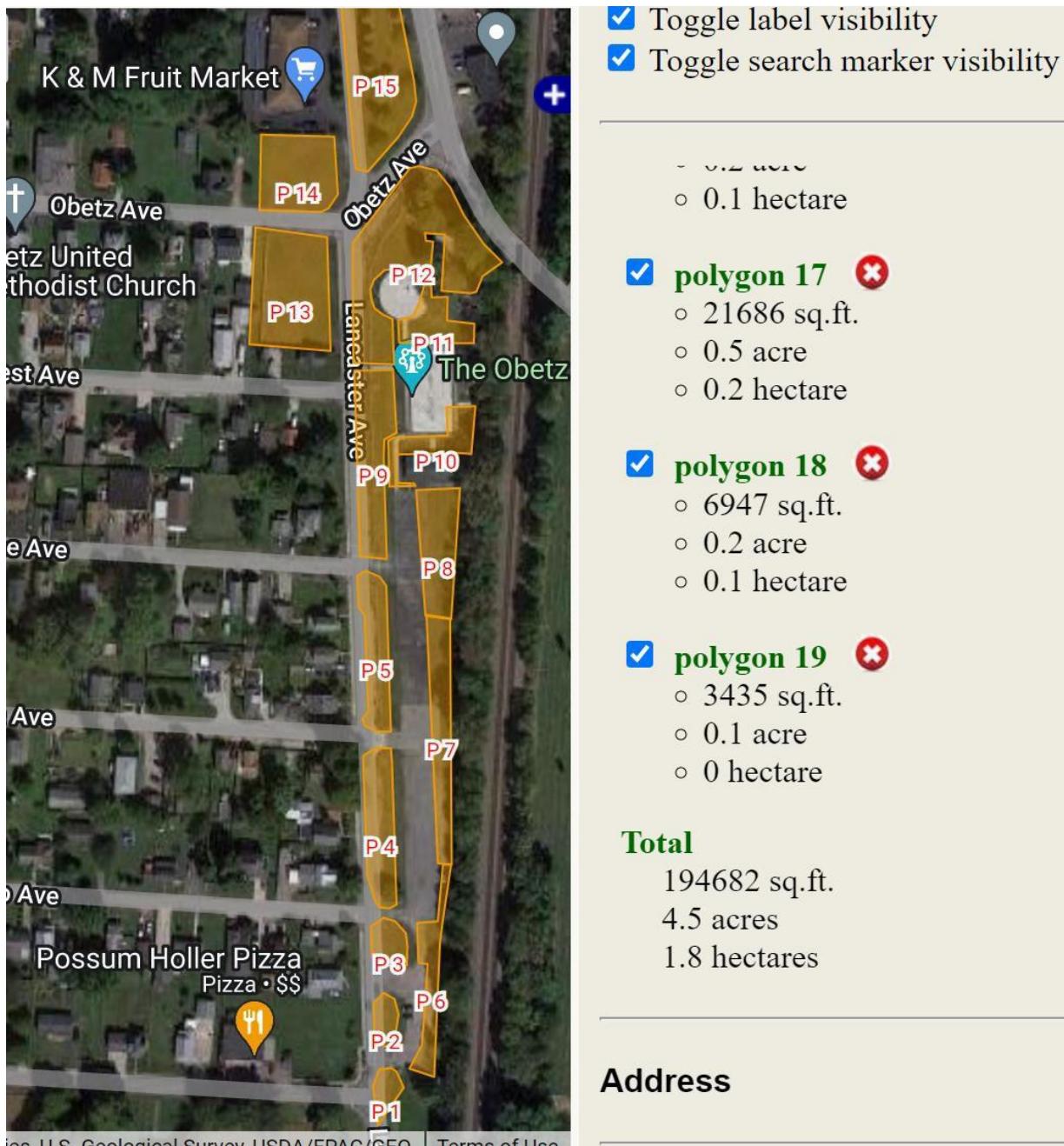


4. Junction Park/ Veterans Park (Service level A)

Mow and trim all turf areas within the fence plus the right of way outside the fence (P1-P12)

Mow and trim all turf areas north of Obetz Ave. in Veterans Park (P15)

Mow and trim vacant lots west of Lancaster Ave (P13 and P14)



AFFIDAVIT OF PAYMENT AND LIEN WAIVER

_____, being duly sworn, says that he is the _____

Title _____ of _____
Contractor
who has a contract with _____

_____ who has a contract with

City of Obetz or Primary Contractor

For: **LAWN MAINTENANCE AND LANDSCAPING SERVICES**

Sub-Contractors

Affiant further says that the following shows the names of every sub-contractor in the employ of: _____

General Contractor

Giving the amount, if any, which is due, or to become due, to them, or any of them, for work done or material or machinery or fuel furnished to date hereof under said Contract.

Note: This statement must be accompanied by a similar sworn statement by each of the sub-contractors.

NAME	ADDRESS	TRADE	AMOUNT
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NOTICE OF AWARD

TO: _____

Project Description: LAWN MAINTENANCE AND LANDSCAPING SERVICES

The City has considered the bid submitted by you on **XXXXX XX, 2026** for the above-described work in response to its advertisement for Bids.

You are hereby notified that your bid has been accepted for said items in the amount of:

\$ _____

(_____)

You are required to execute the Contract and, if not already provided, to furnish the required Contract Bond, Certificate of Insurance and Personal Property Tax Affidavit within ten (10) calendar days from the date of this notice to you.

If you fail to execute said Contract within ten (10) days of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your bid as abandoned. The City will be entitled to such other rights as may be granted by law.

The City reserves the right to rescind the award of the work at anytime before the execution of the Contract by all parties without incurring any liability. Therefore, if you change your position, economically or otherwise, after receiving a verbal or written notice of award and in reliance upon the City executing the Contract, you agree to do so solely at your own risk and the City will not incur any liability from your change of position.

You are required to return an acknowledged copy of the Notice of Award to the City.

Dated this _____ day of **XXXXX**, 2026

BY: _____

E. Rod Davisson, Esq.
City Administrator
City of Obetz

NOTICE TO PROCEED

TO: _____

Date: _____

Project Description: **LAWN MAINTENANCE AND LANDSCAPING SERVICES**

You are hereby notified to commence work in accordance with the Contract dated _____, 2026.

You are required to return an acknowledged copy of this Notice to Proceed to the City.

Dated: _____, 2026.

CITY OF OBETZ

BY: _____
E. Rod Davission, Esq.
City Administrator

Acceptance of Notice

Receipt of the above Notice to Proceed is hereby acknowledged by _____
on this _____ day of _____, 2026.

By: _____

Name: _____

Title: _____

CHANGE ORDER

Order #: _____

Date: _____

Contract Date: _____

Name of Project: **LAWN MAINTENANCE AND LANDSCAPING SERVICES**

City: **CITY OF OBETZ**

Contractor: _____

The following changes are hereby made to the Contract documents:

Change to Contract Prices:

Original Contract Price \$ _____

Current Contract Price adjusted by previous Change order: \$ _____

The Contract Price due to this Change Order will be increased/decreased by:

\$ _____

The new Contract Price is \$ _____

Change to Contract Time: _____

The Contract Time will be increased/decreased by _____ calendar days.

The new date for completion of all work will be: _____.

Contractor agrees that this Change Order shall constitute a final settlement of all matters relating to the change in the work that is the subject of this Change Order, including, but not limited to, all direct, indirect, and cumulative costs associated with such change and all adjustment to the contract sum and the date for completion.

Requested by: _____

Name and Title

Recommended by: _____

Name and Title

Approved by: _____

Name and Title

LAWN MAINTENANCE AND LANDSCAPING SERVICES REPORT

Company/Contractor Name: _____

Address: _____

Company/Contractor Representative: _____

Phone: _____ **Fax:** _____

Location: [REDACTED]

Date: _____

WORK PERFORMED: CHECK ALL THAT APPLY

- Mowing
- Mulching
- Weeding
- Spring Irrigation Startup
- Irrigation Repair
- Fall Irrigation Shutdown
- Bed Edging
- Turf/Bed Fertilization
- Litter Collection
- Perennial Plant Bed Maintenance
- Annual Plant Bed Maintenance
- Tree Pruning/Maintenance
- Shrub Maintenance/Pruning
- Annual Plant Bed Installation

Contractor Comments: _____

This form must be faxed to the Facilities Manager of the City of Obetz for inspection and approval of work performed. (614) 491-7507.

Inspector's Name

Date of Inspection

APPROVED

DISAPPROVED

Comments on Inspection: