



REQUEST FOR PROPOSALS (“RFP”) FOR 2025 ARMCO PARK MOWING

INSTRUCTIONS TO RESPONDENTS CONTRACT EXHIBIT A

1. Proposals are being requested pursuant to Ohio Revised Code (ORC) section 307.862 for mowing of turf areas at Warren County Armco Park during the 2025 season. Proposals will be accepted by Warren County Park District (“Park District”) until **noon, local time, on February 10, 2025**, via email to parks@co.warren.oh.us. Responses should be submitted in the form of a single PDF file. The email subject line shall read "RFP RESPONSE FOR ARMCO PARK MOWING" to ensure proper routing.
2. The work site is Warren County Armco Park, 1223 North State Route 741, Lebanon, OH 45036. The Park is approximately 311 acres in size with approximately 100 acres of mowed areas. Mowing of the Golf Course or inside the fences of the Softball Complex are specifically **excluded** from the Contract. Respondents shall base their proposal on their own assessment of the area to be mowed and shall not rely solely on these stated quantities in preparing their proposals. No claim for additional payment will be entertained based on Respondent’s failure to independently verify the quantity of work or area to be mowed.
3. The Park can be viewed in person daily during park hours, which are published on the Park District website www.warrencountyparks.com. The attached maps (**Exhibit D**) can be used as a general guideline for mowing locations within the park. The Park District strongly recommends visiting the site in person to correlate the map images with on-the-ground conditions. The areas to be mowed shall be the areas that have been previously mowed at the park, unless otherwise noted herein or directed by the Park Supervisor.
4. Responses shall be submitted on the forms provided herein, and all forms shall be completely filled out and signed where required to be considered responsive. Also, any other requested documentation as hereinafter described must be included for the submittal to be considered responsive.
5. Award of Contract will be to the single Respondent who submits the proposal that the Park District deems to be the most advantageous based on the criteria described herein.
6. Respondents shall be familiar with the complete scope of the Contract and are strongly encouraged to visit the Park to become fully acquainted with the existing conditions relating to the work and to the difficulties and restrictions attending to the performance of the Contract. Respondents shall thoroughly examine and familiarize themselves with the Specifications and attachments pertinent to the work, which will be incorporated into the Contract.
7. Questions regarding this RFP shall be submitted in writing no later than ten days prior to the submission deadline via email to Bryan Billhimer, Park Supervisor, at parks@co.warren.oh.us with "ARMCO PARK MOWING RFP QUESTION" included in the subject line. Answers will be provided to all who provided their contact information via the online form when downloading the RFP, no later than one week prior to the RFP submission deadline. Inquiries received after the deadline for questions will not be answered. Verbal answers to questions shall not be relied upon unless followed up by a written response that is issued to all registered proposers.

8. The performance of an awarded Contract shall be secured by either of the following:
 - Furnishing a performance bond of one hundred percent (100%) of the Contract price, or
 - An agreement between the successful Respondent and the Park District whereby payment for the first three mowings is deferred by the Park District until full completion of the Contract. If the Contract is not completed, the deferred payment is forfeited by the Contractor.
9. The price quoted in the RFP response form shall include all costs required to comply with the provisions of these Instructions and Specifications and shall be the actual price to be paid by the Park District, including all discounts, allowances, etc. so that each RFP response can be evaluated on a firm, fair, and equitable basis.
10. All RFP responses shall be valid for a time of 45 days from the date submitted. The Park District reserves the right to review and evaluate all proposals for a period of 45 days.
11. Respondents must submit a firm, fixed price RFP response using the form provided. The Park District reserves the right to reject any proposal in which the respondent takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the Park District considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the Park District allocated for this purpose.
12. The Park District reserves the right to reject, in whole or in part, any proposal that the Park District has determined, using the factors and criteria contained herein, would not be in the best interests of the Park District.
13. The Park District may conduct discussions with respondents who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.
14. The Park District reserves the right to reject any or all RFP responses, and to waive any non-material error not affecting the outcome of the RFP process.
15. Responses received after the closing date and time specified will not be considered.
16. The Park District reserves the right to add or withdraw any acreage from the mowing Contract without penalty during the term of the Contract. The per acre cost provided by the respondent will be utilized to revise the unit price per mowing.
17. During the term of the Contract, the successful awarded Contractor shall maintain such insurance as will protect his/her company from claims under the Workers' Compensation Act and other employee benefits acts, from claims for damages because of bodily injury, including death, to his/her employees and all others, and from claims for damages to property resulting from the Contractor's operations under the Contract. Such insurance protection shall cover the Contractor's operations or those by any sub-Contractor or anyone directly or indirectly employed by either while on the property of the Park District during the performance of the Contract work.
18. The Contractor shall also furnish proof of insurance coverage to the Park District in the form of a copy of the Certificate of Premium Payment issued by the Industrial Commission of Ohio for Workers' Compensation coverage, and certificates of insurance executed by the Contractor's insurance company, the Contractor shall maintain insurance coverage for bodily injury/property damage and liability coverage and shall list the Park District as an additional insured. The minimum limit of liability for such insurance coverage shall be \$2,000,000 per occurrence.

Failure to maintain insurance shall constitute grounds for termination of the Contract. The Contractor's insurance carrier may not be changed during the Contract unless the Park District is notified in writing not less than ten (10) days prior to such change.

19. Respondents must have a Drug-Free Workplace policy in place to be eligible for the Contract and shall provide evidence of said policy to the Park District prior to Contract execution. The Park District reserves the right to cancel the award and award the Contract to the next highest-ranked respondent, or terminate the Contract, in the absence of a Drug-Free Workplace policy that is reasonably satisfactory to the Park District.
20. No contract will be awarded to any company that is subject to an unresolved finding for recovery per ORC 9.24.
21. Respondent shall submit a list of references (minimum of three) detailing experience similar in nature to that covered by this Contract. The list of references shall include the name, address, email, and telephone number of a contact person at each place of previous work experience or job and a brief description of each said experience or job listed.
22. Respondent shall submit an equipment list denoting quantity, type, age, and condition of each piece of equipment which will be used to carry out the work herein specified. In awarding the Contract for this work, the type, age, and condition of the Contractor's equipment will be carefully considered by the Park District, to ensure that the equipment is adequate for carrying out the work of the Contract. Since mowing in certain park areas may require specialized equipment to complete the work in a satisfactory manner, the type, age, and condition of each Contractor's equipment becomes an important factor in determining to whom a Contract will be awarded.
23. Respondent shall submit information detailing the company's staffing levels, the number of staff to be assigned to the Contract, experience of said staff, and evidence of Respondent's ability to consistently hire and retain staff adequate to serve the needs of the Contract.
24. Respondents shall familiarize themselves with the terrain, improvements, and all other features of the Park. Respondents must understand that certain park features within designated mowing areas could be altered or upgraded throughout the period of this Contract. It is expected that the Contractor will apply these specifications in adjusting the mowing to meet any changes in park features. For example, new signs or benches may be installed or landscaping features may be added. The park features areas that vary widely in size, character, terrain, natural and manmade features. The Contractor shall be expected to mow all areas as directed. No pleas of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work as the result of failure to make such examination and investigation will be accepted as an excuse for any failure on the part of the successful Contractor to fulfill in every respect all the requirements of the Contract, nor will the same be accepted as a basis for any claim whatsoever for extra compensation.
25. Any subcontractor that the respondent wishes to use to assist in performing the Contract shall be listed in the proposal. A subcontractor may not be added after award of the Contract without specific written approval of the Park District, which may be granted or withheld at the Park District's sole discretion.
26. The Park District regards customer service and the appearance of its facilities as a high priority; it is imperative that all Contractors share this philosophy. The Park District may terminate the Contract without penalty with 14 days prior written notice if the Contractor fails to provide the level of service required by these Specifications in the sole determination of the Park District.

Selection Criteria

The selection criteria for the RFP will be a point system adding up to 1000. The price for the services will be a percentage of available points and the price offers will be “normalized” meaning that the lowest price proposal will receive 100% of the points available and all other higher proposals receive a percentage of available points based on their price. The selection criteria and points are defined below.

<u>Selection Criteria</u> (adds up to 1,000)	<u>Points</u>
1. Pricing Schedule	700
2. Company History	150
3. Equipment Inventory and Age/Condition	50
4. Staffing Plan	100

Criteria 1: Pricing Schedule: Maximum points in this category 700. (Note: Renewal pricing is not factored into scoring.)

Sample Price Normalization:

Lowest offer at \$60	700
Next lowest offer at \$65 gets 92% of points (60 divided by 65 = 92% X 600 = 644)	644
Next lowest offer at \$68 gets 88% of points (60 divided by 68 = 88% X 600 = 616)	616

Criteria 2: History of Performance: Maximum points in this category 150

The following will be given preference (in priority order):

- Satisfactorily performed a park agency mowing contract recently.
- Satisfactorily performed similar jobs with other public agencies or corporations recently.
- Satisfactorily performed similar jobs with private clients recently.

Criteria 3: Equipment Inventory and Age/Condition: Maximum points in this category 50

Evaluators will review the following to determine adequacy of equipment to perform the Contract: Number, type, and condition of zero-turn mowers, walk behind mowers, weed eaters, backpack/ handheld blowers, and/or other applicable equipment proposed to be used by Respondent.

Criteria 4: Staffing Plan: Maximum points in this category 100

Evaluators will look for the following as it relates to Respondent’s ability to carry out the Contract:

- Number, position, and experience of staff in the company.
- Number, position, and experience of staff proposed to be assigned to the Contract.
- Evidence of consistent successful hiring/retention of staff.

MOWING SPECIFICATIONS CONTRACT EXHIBIT B

1. Term of Contract

The Contract will cover the mowing of turf areas in the Park, as herein described, for the general period of April 1, 2025, through November 1, 2025, with the option to renew as defined below.

2. Renewal

Owner and Contractor may mutually agree to up to two extensions of the Contract, each extension covering one additional mowing season, at pricing not to exceed the renewal pricing quoted in the Proposal Form, through a written amendment signed by both parties. Each party must indicate in writing to the other its intent to exercise the renewal option no later than the January 15 preceding the next mowing season. If written notification is not received by January 15, the option to extend the contract is no longer available and the contract will be re-bid.

3. Mowing Schedule

The total Contract price shall be based on mowing the park 28 times during the period stated above. **The Contractor shall mow the Park no more than 28 times as defined by the Contract and shall not mow any park area before or after the Contract period without specific written permission from the Park Supervisor.** The maximum number of mowings in the Contract is 28; however, because of weather, growth rate, and other conditions it may not be necessary to complete all mowings. The Contractor will be paid only for mowings that were actually performed. It is expected that the Park will be mowed once every 7-10 days, although the Park District reserves the right to adjust this schedule due to turf growth rate, weather conditions, public use of particular areas, special events, or other factors. The Contractor shall work with the Park Supervisor to determine when mowing frequencies need to be increased or decreased. **Please note that the Contract period is more than 28 weeks and, therefore, mowing must be performed at intervals of greater than 7 days on several occasions so as to stay within the maximum 28 mowings provided for in the Contract.** A mowing schedule will be arranged with the successful Contractor after the Contract is awarded. The Park District may require that some areas be cut on an as-needed basis. The Park District reserves the right to increase or decrease the number of mowings based on a determination by the Park Supervisor in writing. Any increase or decrease in the number of mowings shall not affect the per-unit pricing for mowing as proposed. Should the number of mowings be increased or decreased, the Contract price will be adjusted accordingly, based on the unit price proposed.

4. Mowing Requirements

The Contractor shall furnish all labor, supervision, supplies, materials, tools, and equipment needed for the performance of the services described herein. The Park District will not provide supplies, labor, materials, tools, fuel, or equipment to the Contractor, nor will it be responsible for any damages to the Contractor's tools or equipment including, but not limited to, damage caused by theft, vandalism, or site conditions.

Mowing of turf areas shall be defined to include the following:

- A. Litter, Debris, Etc., Collection: **Without exception, litter, small limbs or branches from trees, debris, etc., shall be picked up off the ground in the area to be mowed prior to each mowing.** Litter shall be disposed of in the containers on site provided by the Park District. Small limbs or tree branches, etc., shall be disposed of in an area designated by the Park District. The Park District will make a reasonable effort to remove any unusually large accumulations of litter which may result from heavy visitation to a particular location which may be scheduled for mowing immediately following said period of visitation. The Contractor shall

contact the Park District for the removal of any trees, large limbs or branches which might fall into designated mowing areas due to storm or weather activity or for the removal of any other unusual refuse items.

- B. **Mowing:** Turf shall be cut **before it reaches 6 inches** in height from the ground and **shall not be cut shorter than 3 inches** in height from the ground unless otherwise directed by the Park Supervisor. Turf is defined as vegetation including lawn grasses which may also include a mixture of wildflowers, weeds or similar growth normally cut as part of the turf. Turf shall be cut at a constant height that will encourage healthy growth and neatly exhibit the beauty of the lawn. In order to avoid damage to turf areas, mowing shall be suspended during any rainfall event (beyond a light drizzle) or when standing water conditions are present. The Contractor is required to immediately repair, to the Park District's satisfaction; any turf damage caused by their equipment. To avoid negatively impacting the experience of visitors using the parks, mowing should be done at the earliest practicable time of the day.

No mowing will be permitted on Saturdays or Sundays, or before 8:00 a.m. or after 8:00 p.m. on weekdays unless authorized in advance in writing by the Park Supervisor. If possible, the Contractor shall avoid mowing in particular areas being used by visitors.

Please note: Cemetery grounds around gravestones and monuments shall be mowed with walk-behind mowers only.

- C. **Trimming:** At each mowing, turf shall be neatly **trimmed such that no growth directly touches any concrete or asphalt surfaces, under all fences,** play equipment, picnic tables, benches, signs or other improvements. **Turf around trees and shrubs shall be trimmed to the same height as that mowed in adjoining areas.** Care is to be taken by the Contractor so as not to damage or de-bark trees or shrubs when trimming. **Please note: It is not the intention of the Park District to limb up all trees in the landscape to facilitate trimming by the Contractor, nor is it the intention to mulch all ground surface beneath trees which are to be trimmed. The Contractor, nevertheless, is expected to trim around trees and shrubs as directed. Upon consultation with the Park District,** the Contractor may be permitted to utilize approved chemical treatment(s), e.g., Roundup, on a limited basis to supplement manual trimming work as approved by the Park District in writing. The Contractor shall not be permitted to utilize chemical treatment(s) to eliminate areas viewed as difficult to mow and/or trim. The Contractor, if utilizing such chemical treatment(s), shall be required to hold all required licenses or certifications as needed for such applications and to provide evidence of the same.
- D. **Park Amenities:** The Contractor shall return any tables, trash containers, etc., to their original locations after mowing. When it becomes necessary for the Contractor to move picnic tables or other site amenities, it is expected that these items shall be moved in a manner so as not to damage them. Any damage to signs, gates, tables, etc., by the Contractor shall be reported to the Park District personnel immediately.
- E. **Clean Up:** All clippings and other debris produced from mowing and Contractor's equipment clean up shall be removed from surfaces of roads, walkways, paths, picnic shelter slabs, restroom entries, landscape beds, mulched areas, and similar surfaces immediately following completion of the mowing at each site. **The Contractor shall direct clippings produced from mowing away from landscape beds and other mulched areas while mowing.**

5. Personnel and Supervision

The Contractor shall provide sufficiently qualified on-site personnel to execute the work covered by the Contract. An on-site supervisor shall be present at all times with Contractor's mowing

personnel. All personnel shall perform the work in a safe and professional manner. Contractor's personnel shall dress and conduct themselves appropriately on the job site. Shirts are to be worn at all times. It is expected that Contractors will adhere to all applicable laws pertaining to hiring practices, and that all personnel employed by the Contractor are legally eligible to work in the United States pursuant to federal and state law.

6. Safety Requirements

All tools and equipment used by the Contractor shall be in proper working order and shall be operated in a manner consistent with commonly accepted safety standards and all applicable local, state, or federal laws and regulations. Any violation of laws, regulations, or safety standards may be deemed cause for termination of the Contract. Safety features on mowing equipment shall not be altered, and mowing equipment shall always be operated at safe and appropriate speeds.

7. Mowing Completion Reporting

Within 12 hours of mowing the Park, the Contractor shall email the Park Supervisor the following information:

- Park area that was mowed
- Time and date that mowing was completed
- Explanation of any areas within the park that were skipped or not completed
- Confirmation that all areas were also trimmed, and hard surfaces blown off
- Any additional information that may be helpful to the Park Manager

Failure to report may result in denial of payment for the mowing. Within 24 hours of receiving this message, the Park Supervisor will respond via email with either an approval of the mowing or a list of items that need to be addressed before payment can be made.

8. Payment Procedure

Contractor shall submit invoices to the Park District monthly for mowings performed during the preceding month. The invoice shall contain a complete breakdown of costs, including dates mowed, unit price per mowing, and total monthly cost, per the Proposal pricing.

Upon submission of an invoice, an inspection of the mowed areas will be made by the Park District, and providing no corrective work is needed, the invoice will be forwarded to the office of the County Auditor for payment. Should incomplete or unacceptable work or damages due to the negligence of the Contractor be noted during the inspection, the pro-rated portion of the billing covering the incomplete or unacceptable work or cost to repair damages will be deducted from payment to the Contractor. Once an invoice is submitted to the County Auditor for payment, a warrant (check) is generally issued within 30 days.

If the deferred payment arrangement referred to in the Instructions to Proposers is substituted for the performance bond, then payment for the first three mowings that would otherwise be due will be retained by the Park District through the life of the Contract and will be paid as part of the last payment to the Contractor. The deferred payment will be forfeited by the Contractor if he/she fails to complete the Contract. Upon completion of the Contract, the Contractor shall submit an invoice to request the deferred payment.

9. Mowing Areas

The Work site is Warren County Armco Park, 1223 North State Route 741, Lebanon, OH 45036. Warren County Armco Park is approximately 311 acres in size with approximately 100 acres of mowed areas. The areas to be mowed shall be the areas that have been previously mowed at the Park, unless otherwise noted herein or directed by the Park Supervisor. Mowing of the Golf Course

or inside the fences of the Softball Complex are specifically excluded from the Contract.

The quantities listed above are approximate. Pricing shall be based on Contractor's own assessment of the area to be mowed. No claim for additional payment will be entertained based on Contractor's failure to independently verify the quantity of work or area to be mowed.

The term "mowed previously" is defined as areas which have been mowed prior to the beginning of this Contract period by the preceding season's Contractor and/or the Park District staff.

FORM OF CONTRACT

Owner intends to enter into the following Contract or similar agreement with the selected Respondent.

This Agreement is entered into as of the latest signature date below, by and between The Board of Park Commissioners of Warren County Park District, 1223 North State Route 741, Lebanon, Ohio 45036 ("Owner") and _____ located at _____ ("Contractor") and;

Whereas, Owner desires have mowing and related services performed (the "Work") at the property commonly known as Armco Park, located at 1223 North State Route 741, Lebanon, Ohio 45036, and

Whereas, Owner desires to engage Contractor to perform the Work as described in **Exhibits A (Instructions to Respondents) and B (Mowing Specifications)**, and their attachments, attached hereto and made a part hereof (collectively, the "Contract Documents"), and Contractor desires to perform the Work, on the terms and conditions set forth in this Agreement and its attachments;

Now, therefore, in consideration of the foregoing, the covenants and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties covenant and agree as follows:

1. Work: Except as otherwise noted, Contractor shall perform all labor and supply all materials necessary for the completion of the Work. Contractor represents and warrants that the Work shall be completed in a safe and professional manner, in accordance with the specifications provided by Owner and any applicable laws and regulations. Violations or damage resulting from the Work shall be immediately corrected by Contractor at Contractor expense. Contractor agrees to reimburse Owner for any fines or fees charged or levied against Owner resulting from the Work or Contractor's performance thereof.
2. Completion of the Work: Contractor shall commence Work on the date specified unless otherwise agreed upon in writing between Owner and Contractor. Contractor shall coordinate timing and execution of Work with Owner's staff as needed and directed by Owner. If Contractor fails to diligently pursue completion of the Work, as determined by Owner in Owner's sole discretion, or fails to complete the Work within the specified timeframe, Owner may terminate this Agreement by written notice to Contractor and retain a third party to complete the Work.
3. Insurance: Upon the full execution of this Agreement, Contractor shall provide Owner with evidence of the workers compensation coverage and liability insurance coverage required herein. All insurance required of Contractor shall be maintained by Contractor until the Work has been completed and shall name Owner as an additional insured. Payment may be withheld if Owner has not received satisfactory evidence of coverage. Contractor shall require sub-contractors, if any, not protected under Contractor's insurance policies, to procure and maintain insurance as specified herein. Owner may require Contractor to provide satisfactory evidence of such insurance.
4. Contract Security: Contractor shall, prior to Contract execution, provide a Performance Bond in an amount equal to 100% of the Contract Sum, in a form acceptable to Owner, payable to Owner in the event of Contractor's failure to fully complete the Work. In lieu of providing a Bond, Contractor may elect to allow Owner to defer payment for the first three mowings until full completion of all the Work of the Contract, and to retain such payment if the full Contract is not completed. If Contractor elects the deferred payment option, he/she shall so indicate by initialing here: _____

5. **Payment:** Owner shall pay Contractor in accordance with the amounts listed in **Exhibit C (Proposal)** within 30 days of submission to Owner of a correct invoice detailing the work completed per the requirements of the Contract Documents. Owner reserves the right to delay or withhold payment for Work that is incomplete, defective, or otherwise does not meet the requirements of the Contract Documents.
6. **Work Site:** At all times, Contractor shall keep the work site area in a safe, clean, and orderly manner. At the end of each workday, Contractor shall dispose of any litter generated by Contractor's operations and shall remove all tools, equipment, and materials from the site, leaving the site in a condition as good or better as when Contractor arrived on site.
7. **Existing Conditions:** Commencement of the Work by Contractor implies Contractor's acceptance of the existing conditions of the site. Contractor shall stop work and immediately notify Owner upon the discovery of unacceptable prior conditions that could jeopardize the quality of Work and await Owner's direction prior to proceeding with the Work. Contractor's failure to notify Owner upon discovery of unacceptable prior conditions shall result in a presumption of Contractor's acceptance of such conditions.
8. **Ambiguities or Conflicts:** Contractor shall alert Owner to any perceived ambiguities or conflicts in the Contract Documents prior to starting Work and shall request clarification from the Owner. Contractor shall assume liability for correction of unsatisfactory work occasioned by Contractor's failure to notify Owner of ambiguities or conflicts in the Contract Documents.
9. **Change Orders:** Owner reserves the right to make changes (additions or deletions) in the scope of The Work. Owner may furnish written instructions for such changes to the Work. Contractor shall promptly notify the Owner if any Change Order will result in any change in compensation due Contractor. In the absence of such notice, the Change Order shall not alter the compensation due to Contractor. Proposed changes in compensation shall be based on the unit prices specified herein where applicable.
10. **Extra Work:** No extra work shall be performed or paid for unless the Owner shall have issued, prior to the beginning thereof, its written order therefore, which has been agreed to in writing by Owner. No increase or decrease in the price of Work to be performed hereunder shall be made except upon written approval of Owner. Charges for any approved extra work shall be based on the unit prices specified herein where applicable, or negotiated between Contractor and Owner if no applicable unit price is quoted. Contractor shall not take direction to perform any extra work from anyone other than Owner's authorized representative. In the event of the need for extra work, Contractor shall prepare a written estimate for such work and present same to Owner, who must agree in writing to the extra work before the work is performed. Owner shall not be responsible for payment for any extra work unless Contractor has written authorization to perform such work along with an agreed amount for payment for the extra work signed by Owner.
11. **Liability for Loss, Damage or Delay:** Contractor shall indemnify and hold harmless Owner and all of its agents and employees from and against, damages, losses, expenses, or delay arising out of or resulting from the performance or nonperformance of Work under this Agreement to the extent caused in whole or in part by any act or omission of Contractor, its agents, subcontractors, or employees. Contractor shall be liable for and pay to Owner any damages for any such loss, damage or delay of any type so caused by Contractor, its subcontractors, agents, or employees.
12. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns. This Agreement may not be assigned by Contractor without the prior written consent of Owner.

13. Notices: Whenever any provisions contained in this Agreement requires the giving of written notice it shall be deemed to have been validly given if hand delivered in person to Owner or Contractor, or sent by Certified Mail, Federal Express, or other national overnight courier service, or via email, to the applicable address set forth below.

OWNER

Warren County Park District
1223 North State Route 741
Lebanon, OH 45036
Attn: Matt Latham, CEO
Email: parks@co.warren.oh.us

CONTRACTOR

See Exhibit C - Proposal

14. Termination of Contract: If Contractor becomes insolvent, or if a petition in bankruptcy is filed by or against him, or should Contractor be guilty of a substantial violation of any provision of this Agreement, or should Contractor at any time refuse to start the Work promptly, neglect to supply a sufficient number of properly skilled workers or sufficient equipment/materials, fail to undertake promptly the correction of defective workmanship, or fail in any respect to prosecute the Work with promptness and diligence, and so causes delays in the completion of the Work or otherwise violates the terms of this Agreement, Owner may, without prejudice to any other right or remedy, at the expiration of 14 days after written notice of any such circumstance, to cause Contractor's right to proceed with the Work to be terminated and to retain any unpaid balances otherwise due to Contractor.

Owner may terminate the Contract upon written notification to Contractor at any time if the Board of Park Commissioners fails to appropriate adequate funding to satisfy the Contract. In the event of termination due to non-appropriation, Contractor may bill Owner, and Owner shall pay Contractor, for any work previously completed for which Owner has not yet paid.

15. Warranty: Contractor warrants and represents to Owner that it is fully experienced and properly qualified as an expert to perform the Work and that it is properly equipped, organized and financed to perform such Work. Contractor shall finance its own operations, shall operate as an independent Contractor and not as the agent of the Owner, and shall indemnify and hold Owner free and harmless from all liabilities, costs, and charges by reason of act, omission, or representation of Contractor or of its subcontractors, agents, or employees.
16. Entire Agreement: This Agreement along with its Exhibits constitutes the entire Agreement between the parties and shall not be amended, modified, or altered except in writing signed by both parties.
17. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Warren County, Ohio shall be the sole proper venue for any dispute between Contractor and Owner.
18. Severability: If any provision of this Agreement is held as invalid or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

19. No Waiver: Owner's failure to insist upon strict adherence to any provision of this Agreement on any occasion shall not be considered a waiver of Owner's rights or deprive Owner of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this agreement to be executed as of the latest signature date below.

Owner:

Contractor:

Warren County Park District

(Company)

Signature: _____

Signature: _____

Printed
Name: _____

Printed
Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**WARREN COUNTY PARK DISTRICT
 PROPOSAL FOR MOWING OF WARREN COUNTY ARMCO PARK IN 2025
 CONTRACT EXHIBIT C
 PROPOSAL PAGE 1 OF 3**

The undersigned proposes to provide mowing in accordance with these Specifications at the location listed below at the unit prices stated, and grants the Park District permission to contact the references listed herein:

<u>LOCATION</u>	<u>Unit Price per mowing</u>	<u>Total Price 28 mowings</u>
Warren County Armco Park 2025 Mowing of <u>entire park</u> , approximately 100 acres of mowed turf, per Specifications	\$ _____	\$ _____
Warren County Armco Park 2026 optional renewal not-to-exceed price	\$ _____	\$ _____
Warren County Armco Park 2027 optional renewal not-to-exceed price	\$ _____	\$ _____
<u>Per-acre cost</u> for additions or removals of areas from the contract in 2025. (Will be added in the case of additions or deducted in the case of removals. Prior written authorization by the Park Supervisor required)	\$ _____	\$ _____

Submitted by: _____
 Company/Organization Name

Company/Organization Mailing Address

Signature of Authorized Representative

Typed or Printed Name and Title

Person to be contacted regarding proposal:

Name and Title

Mailing Address

Office Phone: Area Code and Telephone Number

Cell Phone: Area Code and Telephone Number

Email Address (required)

REFERENCE LIST
PROPOSAL PAGE 2 OF 3
(Attach additional sheets/information if needed)

Client Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____ Year of Contract: _____

Description of Work:

Client Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____ Year of Contract: _____

Description of Work:

Client Company Name: _____

Address: _____

Contact Name: _____ Telephone: _____

Email: _____ Year of Contract: _____

Description of Work:

EXHIBIT D – ARMCO PARK MOWING MAP

Red shading indicates mowing areas.



Note: This map is only a guide and should not be relied on independent from an in-person site visit. Actual on-the-ground conditions will dictate mowing areas. Not to scale.