



2025 MOWING CONTRACT

Bid Opening Date: Wednesday February 26, 2025 @ 10:00 a.m.

**Symmes Township
9323 Union Cemetery Road
Symmes Twp. Ohio 45140**

EEO/AFFIRMATIVE ACTION STATEMENT

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

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

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

NOTICE TO CONTRACTORS

Sealed proposals will be received at the Office of the Symmes Township Administration Building 9323 Union Cemetery Road, Symmes Twp. Ohio 45140 or may be delivered in person on Wednesday February 26, 2025 @ 10:00 a.m. at the Symmes Township Administration Building at which time bids will be opened for the Symmes Township 2025 Mowing Contract for the following locations; Symmes Park, Home of The Brave Park, Royal Fields, Seven Gables Park, Stonebridge Park, Blong Memorial Park, Hopewell Meadows Park, Meade Historic Preserve, Symmes Safety Center, Cannon Triangle (ST. RT. 126 and Kugler Mill Rd.), Remington Fire Station, Union Cemetery, Kerr Cemetery, Waldschmidt Cemetery (Camp Dennison).

Bid packets can be picked up at the **Symmes Township Administration Building
9323 Union Cemetery Rd. Symmes Twp., Ohio 45140
Monday through Friday 8:00 a.m. to 4:00 p.m.**

The successful bidder must provide a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Clerk a copy of his liability insurance holding Symmes Township harmless during the period of the contract.

The successful bidder must provide a notarized statement that at the time of making his bid he was not charged with any delinquent personal property taxes on the general tax list of personal property of Hamilton County, according to Revised Code Section 5719.042.

The Board of Trustees of Symmes Township reserve the right to reject any or all bids.

GENERAL NOTES

1.1.0 General Instructions

Item Bid: **2025 MOWING CONTRACT**:

Bid Opening Date: Wednesday February 26 2025 @ 10:00 a.m.

1.1.1

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

1.1.2

Bids shall be *type written or clearly printed in ink* on forms prepared by the Township, and signed by a duly authorized representative of the firm submitting the bid. The bid shall be submitted in a sealed envelope marked "2025 MOWING CONTRACT" and name of bidder and delivered in compliance with the legal notice. Any improperly marked bid will not be considered.

1.1.3

All bids must comply with the specifications attached hereto. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs.

1.1.4

All prices, as bid must be firm for the entire mowing season of 2025 (optional 2026)

1.1.5

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

1.1.6 Workers' Compensation

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

1.1.8 INSURANCE

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

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage, with a \$2,000,000.00 aggregate.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Owner's premises.

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

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

1.1.9

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

1.1.10

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

1.1.11

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Township Fiscal Officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on general tax list of personal property in Hamilton County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Township Fiscal Officer to the Hamilton County Treasurer within thirty (30) days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.

1.1.12 NON-ASSIGNABILITY

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

1.1.13 MECHANICS LIEN LAW (ORC 1311.25 to 1311.32):

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

1.1.14

The bidder must furnish a reference listing of similar contracts in the years 2023 and 2024. This list shall include the name and telephone number of a contact person representing the accepting agency.

1.1.15

Bidders are required to submit a completed copy of: Certificate of Interest; Personal Property Tax Affidavit; EEO Affidavit; and Bid Response Form. Any exception must be detailed on the EXCEPTION page. Any bid failing to meet these requirements will not be accepted.

1.1.16

The Symmes Township Trustees reserve the right to waive any informalities or irregularities, to reject any or all bids, to accept any bid which may be deemed to be for the best interest of the Township and to hold such bids for a period of sixty (60) days before taking any action thereon.

It is Symmes Township's intent to accept the lowest and best bidder who meets the requirements of Section 153.54 of the Revised Code after a thorough analysis of the bids. Symmes Township reserves the right to reject any an all bids.

1.1.17

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

1.1.18

Symmes Township reserves the right to cancel the contract if the bidder willfully fails to perform any of the provisions in the contract.

1.1.19

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

1.1.20

Bids will not be accepted after the date and time stated in the invitation to bid.

1.1.21

LIQUIDATED DAMAGES: Failure to complete the work within the time specified in these Specifications shall result in Liquid Damages calculated in accordance with Sections 108.06, 108.07 or 108.08 of the State of Ohio, Department of Transportation, Construction and Material Specifications, dated January 1, 2019.

1.2.0. ACCEPTANCE AND FINAL PAYMENT

1.2.1

Final payment shall be due (30) days after completion of the work, provided the work be then fully completed and the contract fully performed.

1.2.2

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

1.2.3

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

1.2.4

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

1.2.5

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

1.2.6

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

1.2.7 PAYMENT

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

Payment for lawn mowing services will be made as soon as possible after receipt of invoice by Symmes Township, Hamilton County, Ohio. **Invoice shall be itemized as to the type of service, location of facility and date of service.**

1.3.0 EXCEPTIONS PAGE

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

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

1.4.0 SPECIFICATIONS

1.4.1

SCOPE OF WORK

The contractor shall furnish all labor, equipment, and supplies necessary for performing the work specified. The Township shall not provide any equipment or supplies during the performance of this contract. Grass mowing proposals should be based on 26 cuts. Additional cuts, if needed will require written authorization from Symmes Township representative. Contract will include a optional one year conditional renewal.

1.4.2

FREQUENCY OF MOWING

Mowing shall be performed weekly Monday through Friday between 7:00 AM.- 5:00 PM., or less frequently as directed by the Symmes Township representative. Notice of cutting is to be provided by the contractor 24 hours in advance. Notice of cutting is not an authorization for additional work. During dry conditions mowing needs to be approved by Symmes Township representative. A telephone message can be left 24 hrs a day at 513-260-2155.

1.4.3

GRASS CUTTING:

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

1.4.4

RUTTING:

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

1.4.5

LITTER COLLECTION

All litter shall be picked up prior to each mowing. Litter must be taken from the area when mowing is completed.

1.4.6

TRIMMING

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

1.4.7

BUMPER GUARDS ON MOWER DECKS

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

1.4.8

HEAD STONES

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

1.4.9

INSPECTION OF WORK

Bidders are cautioned to take particular note of this item. The Township will be checking all areas on a regular basis but does not feel the responsibility to contact a given contractor for reasons why a particular parcel has not been maintained. Contact shall be made by the contractor to explain any circumstances preventing maintenance as scheduled, or the parcel may be maintained in an alternate manner without notice to the contractor and shall void the remaining period of the Contract.

If work is not performed within a week, the Contract may be canceled.

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

2025 Mowing Bid Opening: Wednesday February 26, 2025 @ 10:00 a.m.

Symmes Township appreciates your interest in this contract and would welcome a bid from your company.

Areas included are:

Symmes Park, Home of The Brave Park, Royal Fields, Seven Gables Park, Stonebridge Park, Blong Park, Hopewell Meadows Park, Meade Historic Preserve, Symmes Safety Center, Remington Fire Station, Cannon Area (St. Rt.126 and Kuglermill) , Union Cemetery, Kerr Cemetery, Waldschmidt Cemetery (Camp Dennison).

Maps are included with boundaries.

Should you have any questions concerning the specifications or bidding process please call William Burns at 513-683-6644.

Bid Sheet:

- 1) Symmes Park - _____
- 2) Home of the Brave Park – _____
- 3) Royal Fields – _____
- 4) Seven Gables Park – _____
- 5) Stonebridge Park – _____
- 6) Blong Park - _____
- 7) Hopewell Meadows Park – _____
- 8) Meade Historic Preserve – _____
- 9) Symmes Safety Center – _____
- 10) Cannon Triangle (St. Rt.126 and Kuglermill) - _____
- 11) Remington Fire Station - _____
- 12) Union Cemetery - _____
- 13) Kerr Cemetery - _____
- 14) Waldschmidt Cemetery (Camp Dennison) - _____

Symmes Township Mowing Contract 2025

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. **A percentage is not acceptable.**) For the payment of the penal sum 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 has submitted a bid on the above referred to project:

NOW THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the State of Ohio, Symmes Township, Hamilton County, Ohio, against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, 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 material men or laborer having just a 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 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 said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it 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 _____, 2025.

Principal: _____

By: _____

Title: _____

1.5.0 CERTIFICATE OF INTEREST

1.5.1

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

The detailed specifications are hereby made a part of the proposal, and the bidder hereby acknowledges they have read and understands them.

By signing this bid, the bidder has certified that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose and that this bid is in all respects fair and without collusion or fraud.

The bidder or the duly authorized agent will sign this page in the space provided below signifying that they have read the proposal and specifications and understands them.

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

COMPANY:

PHONE:

ADDRESS:

CITY/ZIP

SIGNATURE:

TITLE:

DATE:

EEO AFFIDAVIT

State of _____)

SS:

County of _____)

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

_____ of _____
(Title) (Company)

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

Affiant

Sworn to before me subscribed in my presence this _____ day of _____ 2025.

Notary Public

County of _____, State of _____

My commission expires

4. WORKMANSHIP

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

5. INSURANCE

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

- A. Comprehensive General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage, with a \$2,000,000.00 aggregate.
- B. Workers' compensation insurance, in accordance with the laws of the State of Ohio, covering the Contractor's employees while on Symmes Township premises.

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

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

6. LAWS, ORDINANCES, RULES AND REGULATIONS

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

7. PERFORMANCE GUARANTY

Symmes Township shall have the right, prior to the signing of the Contract, to require the Contractor to furnish Performance Guaranty covering 100% of the cost of one cutting for each location under contract. The Performance Guaranty shall be a Bond or Certified/Cashier's Check drawn on a solvent bank acceptable to, and made jointly payable to Symmes Township. The Perform Guaranty will be returned to the Bidder upon successful completion of the Contract.

8. NON-ASSIGNABILITY

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

9. OWNERS RIGHT TO TERMINATE CONTRACT

If the Contractor shall be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials to keep the project on schedule, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances, rules, regulations or the instructions of Symmes Township, or otherwise be guilty of a substantial violation of any provision of the Contract, or fail to provide or maintain the insurance herein required, then Symmes Township may, without prejudice to any other right or remedy and after giving the Contractor three (3) days notice, terminate the employment of the Contractor and take possession of the premises and all materials, tools and appliances thereon and finish the project by whatever method the

Symmesd Township may deem expedient. In such case the Contractor shall not be entitled to receive any further payment.

If such expense of finishing the project shall exceed such unpaid balance, the Contractor shall pay such excess to Symmes Township.

10. MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)

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

11. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due (30) days after completion of the work, provided the work be then fully completed and the contract fully performed.

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

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

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

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

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

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

12. THE CONTRACT DOCUMENTS

Included in this contract is the Contractor's bid, and the Symmes Township Specifications for Mowing Contract, signed and dated this ____ day of _____, 2025.

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

FOR YEAR 2025

OPTION FOR YEAR 2026

Contractor:

By: _____
Title:

By: _____

Witness (for Contractor)

Witness (for Contractor)

Owner: Symmes Township

Owner: Symmes Township

By: _____
Symmes Township Administrator
(Pursuant authorization from Board of Trustees)

By: _____
Symmes Township Administrator
(Pursuant authorization from Board of Trustees)

Witness (for Owner)

Witness (for Owner)

CERTIFICATION OF FUNDS

I hereby certify that at the time of making of this Contract and the execution of this certification the amount required to meet the obligations set forth in this Contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Year 2025
Purchase Order # _____

YEAR 2026
Purchase Order # _____

Joseph C. Grossi
Township Fiscal Officer

Joseph C. Gossi
Township Fiscal Officer

APPROVED AS TO FORM:

Jeffrey D. Forbes
Township Law Director