



## LANDSCAPING

Proposals are being accepted for landscaping at all branches.

Proposals are to be submitted via email to [facilities@clermontlibrary.org](mailto:facilities@clermontlibrary.org) no later than close of business **August 18, 2023**, and must include a signed copy of the scope of work, certificate of liability insurance, Bureau of Workers Compensation certificate, and W-9 dated in the current year. If there are questions, contact the Facilities Department at (513) 735-7303. This is for service year **2024**.

Scope of work:

Mowing proposals are based on 26 cuts per season.

- Mowing height shall be 3 inches in height.
- Trimming of all grass areas shall be done with a weed eater or similar device.
- Debris from walkways, parking lots, etc. shall be removed during each service.
- Weeds in all plant beds, parking lots, walkways, buildings, etc. shall be manually pulled or sprayed with a regulated chemical during each service to maintain a weed free environment.
- For safety purposes, baggers shall be utilized where necessary to prevent debris from being blown or thrown onto vehicles, buildings, signage, or mechanical/electrical systems. Contractor shall be solely responsible for any damage to property – whether owned by the Clermont County Public Library (CCPL) or any other party – caused by debris thrown during the course of mowing, trimming, or weeding. Contractor shall have and provide proof of adequate insurance to cover such damage. Any reports of damage to property shall be forwarded to the Contractor as soon as practicable. If the damaged property is owned by a party other than CCPL, the Contractor shall be solely responsible for investigation if necessary and any agreed upon payment, if required. Contractor shall indemnify CCPL for any costs associated with claims for damages caused by Contractor, including, but not limited to attorney's fees and costs.
- Any and all debris collected during the maintenance process, must be collected and disposed of offsite.
- Tree limbs and shrubbery shall be trimmed to maintain clear walkways, egress to parking lots, and to maintain a safe environment.
- Ruts, divots etc. created by mowing or landscaping shall be repaired at the Contractor's expense. The CCPL may withhold payment until acceptable repairs have been completed by the Contractor or the CCPL.
- Tree removal when necessary.

March through April

Note: If snow is present on the ground, or large amounts of rain is expected in the months of March and April, then a pre-emergent will be applied and mulching delayed. Contractor shall confer with CCPL to establish a suitable schedule.

- Mow all grassy areas.



- Pre-emergent shall be placed on all landscaped areas. Keep mulch to a depth of 2 inches maximum. Remove excessive mulch to prevent buildup around the building's brick line, stucco, weep holes, return boxes, and all vegetation.
- On a weekly basis, manually remove or use approved chemicals to remove weeds in parking lots, walkways, and buildings.
- Remove all winter debris from all landscaping and lawn areas.
- Trim flowers, shrubs, and trees as needed for proper re-growth and trim winter burn as needed.
- Edging of all landscaping beds is to be maintained at 2-inch depth.
- Mulch, if needed, to maintain a 2-inch depth. Do not mulch if depth is at 2 inches already, fluff only. Black triple shred mulch shall be used.
- Apply dormant oil, insecticides, fertilizers, or other treatments to flowers, shrubs, trees etc. as required to maintain healthy plants.

#### May through June

- Mow all green space areas.
- On a weekly basis, manually remove weeds by hand or use approved chemicals in parking lots, around walkways and buildings.
- As needed, apply post-emergent to plant beds to maintain a weed-free environment.
- Trim all trees/shrubs and other materials to maintain proper healthy growth.
- A natural style of trimming is required in green space areas. A 90-degree style is required along all landscaping beds.

#### July through August

- Mow all grassy areas.
- On a weekly basis, manually remove weeds by hand or use approved chemicals in parking lots, around walkways and buildings.
- Turn over all mulch in all plant bed areas.
- Add post emergents, insect controls, and fertilizers as needed in all plant bed areas.
- Add mulch as needed to fill in washed out areas.
- Trim shrubs and all plant materials as needed to maintain proper growth.
- A natural style of trimming is required in green space areas. A 90-degree style is required along all landscaping beds.

#### September through December

- Mow all grassy areas.
- On a weekly basis, manually remove weeds by hand or use approved chemicals in parking lots, around walkways and buildings.
- Add post-emergent treatment as needed to maintain a weed free environment in all plant bed areas.



- Remove leaves and debris from all landscaping bed areas, parking lots, fenced in areas, remove leaves from premises or mulch with mower. Under no circumstance are leaves or any other debris to be blown into adjacent properties or waterways.
- Prepare all landscaping beds and lawn areas, flowers, shrubs, trees, etc. for winter.

Notes:

- Lawn weed, fertilizer, or pest control applications will be quoted and applied upon request of the owner's representative, and applied by licensed personnel.
- Licenses for pesticides, herbicides, etc. must be kept current. Copies of all certificates must be submitted to CCPL prior to application.
- SDS for all products used must be submitted to CCPL prior to application.

If the proposal is accepted:

Company agrees to comply with all federal, state, and local laws, statutes, regulations, rules, ordinances, and resolutions during the terms of this contract, including, but not limited to, OSHA, and Workers Compensation. The terms of any Agreement shall be construed in accordance with the laws of the State of Ohio and any action on the Agreement shall be venued in the state courts of Clermont County, Ohio.

In the event that Company fails to perform to the satisfaction of the Library, the Library may give or cause to be given notices in writing to the Company, whereupon the Company shall have fourteen (14) days to remedy said performance. If after fourteen (14) days following such notice the Company has failed to remedy the performance to the Library's satisfaction, all rights of the Company under this Agreement shall thereupon terminate and any services and expenses properly rendered by the Company shall be paid up to the immediate termination date of this Agreement. The Parties further agree that should the Company for any reason breach this Agreement by failing to complete it, that Company will be paid for services properly rendered up to the immediate termination date less any costs or damages incurred by the Library, including re-awarding of the Agreement or necessary duplication of original work. Compensation shall not exceed the maximum amount of this Agreement.

Services provided by the Company must be completed within the time period set forth in the description of services set forth above. If there is no specific time period set forth about or otherwise agreed upon in writing by the Parties, services must be completed within a reasonable amount of time as set forth by applicable industry standards. Failure to complete the services as set forth in this paragraph shall constitute a breach of contract.



Company/Vendor agrees that when performing the work under the agreement, Company and all personnel, agents, employees, or subcontracts will operate any equipment and perform such work in a safe and proper manner; Further, that when entering the real property or premises owned, leased, or occupied by the Library, or using the Library's equipment, it will further hold the Library and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents harmless from any injuries, liabilities, or damages which arise out of the use or misuse of said equipment or property or which occur while upon said real property or premises. Company further agrees to be responsible for the conduct of all of its employees and will indemnify and hold the Library and all of its respective officials, employees, representatives, servants, volunteers, successors, assigns, and agents harmless therefrom.

Company acknowledges that it is an independent contractor and that this relationship does not constitute an employer/employee relationship between the Library and Company or any of its employees. All personnel, employees, agents and/or subcontracts shall be under the sole direction of Company at all times.

All contracted service personnel must be properly clothed/uniformed at all times when on any Clermont County Public Library property. This includes wearing shirts and any safety equipment as required by OSHA, Workers Compensation, or any laws applicable in the State of Ohio. Obscene verbiage or graphics on clothing will not be permitted. Unkempt service personnel will be asked to leave the premises.

All personnel shall conduct themselves in a professional manner. The use of profanity or discourteous actions between contracted vendor employees, Library guests, or Library staff will not be tolerated. Violators will be requested to immediately leave the premises until corrective actions have been taken.

In the event of a conflict between the terms set forth in this Agreement and the terms contained in any of the exhibits attached hereto, including any terms and conditions provided by Company, the terms of this Agreement will prevail and the conflicting terms in the exhibits shall be considered null and void.

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Signature & Date