**Request for Competitive Quotes**

**2026-2027 Code Enforcement Mowing and Property Maintenance**

The City of Delaware ("City") enforces local property maintenance codes to ensure that properties within its jurisdiction are maintained in a safe, sanitary, and code-compliant condition. Through this Request for Competitive Quotes (RFQ), the City is seeking quotes from qualified and experienced lawn care professionals to provide vegetation control and property maintenance services on privately owned parcels and railroad rights-of-way (ROW) determined to be in violation of applicable City ordinances. The selected Service Provider(s) shall perform the services described in **Exhibit B – Supplemental Specifications**, including, but not limited to: mowing high grass and noxious weeds, clearing fence lines, trimming trees and hedges, and removing and disposing of trash and debris. Vegetation on assigned properties may exceed 24 inches in height at the time of service. The City reserves the right to make one or more awards under this RFQ, reject any or all responses, and does not guarantee any minimum quantity of work during the contract term.

**Information for Vendors**

The following documents are included with this RFQ:

1. Exhibit A – Hourly pricing for 2026 Code Enforcement Mowing and Property Maintenance
2. Exhibit B – Supplemental Information
3. Exhibit C –Map of ROW mowing
4. Exhibit D –City Contract Template

All questions regarding this Request for Competitive Quotes (RFQ) shall be submitted via email to Brian Blair at bblair@cityofdelawareoh.gov. Verbal inquiries will not be accepted. This RFQ shall remain open on a continuous basis until withdrawn by the City and questions may be submitted at any time during that period. Responses to submitted questions, when applicable, will be documented and any resulting addenda will be posted on the City's website. It is the sole responsibility of Respondents to monitor the City's website and ensure receipt of all documentation and addenda issued by the City.

In submitting a response, Respondents acknowledge that they have read, are thoroughly familiar with all specifications and requirements of the RFQ, and understand all instructions, conditions and limitations.

## Response Submission

1. Service Provider shall submit a completed pricing form, which is included as Exhibit A. Alternate pricing forms will not be accepted.

2. The types and amounts of insurance required for this work shall be as listed below. As a part of their submission, Service Provider shall submit their certificate of insurance detailing the below insurance requirements are met:

   A. Commercial General Liability Insurance in the amount not less than $1,000,000 per occurrence with an annual aggregate of $2,000,000;

   B. Commercial Automobile Liability Insurance for a minimum of $1,000,000 per accident including coverage for subcontractors;

   C. To the extent Service Provider performs such services, Professional Liability/Errors & Omissions coverage, in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate;

   D. The City shall be held harmless for any damage to Service Provider's property and/or equipment during the course of performance under the Agreement.

   E. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond, where specified. Certificates showing that Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, The City prior to the start of work on the project and before the City is obligated to make any payments to Service Provider for the work performed under the provision of this Agreement. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of The City is an “Additional Insured”.

# EXHIBIT A – PRICING FORM

**Labor Rates**

| Labor Type | Rate (Per Hour) |
|---|---|
| General Labor | $ /hour |
| Equipment Operator | $ /hour |
| Supervisor (if applicable) | $ /hour |

The hourly labor rates shall include all labor, equipment, fuel, tools, overhead, insurance, supervision, and incidental costs necessary to perform the required services unless specifically identified elsewhere in this Pricing Form.

**Travel & Mileage**

| Description | Rate |
|---|---|
| Trip Fee (per trip) | $ |

The Service Provider shall provide a single, all-inclusive trip fee for travel to and from the project site. The trip fee shall include all travel-related costs, including but not limited to labor, mileage, fuel, vehicle operating expenses, mobilization, and demobilization. No separate charges for travel time, mileage, fuel, or mobilization shall be permitted. The trip fee may be invoiced only when authorized by the City and in accordance with the terms of the awarded Contract.

**Additional Charges (Optional)**

| Service Description | Rate |
|---|---|
| Debris Removal / Hauling Fees | $ |
| Disposal Fees | $ |
| Emergency/After-Hours Work* | $ |
| Overgrown / Heavy Brush Rate Fees** | $ |

*Work requested by the City that requires completion outside of normal business hours or within **24 hours** of notification, rather than the standard three (3) business day response time.

** Vegetation that exceeds routine mowing due to excessive height, density, woody growth, vines, saplings, or similar conditions requiring additional labor, multiple passes, or specialized equipment. This rate shall apply only when authorized by the City.

The above charges shall apply only when specifically authorized by the City or when the conditions described are encountered.

The Service Provider's submitted rates shall remain in effect for the initial contract term and may be reviewed and amended upon mutual agreement during any renewal period.

## EXHIBIT B - SUPPLEMENTAL SPECIFICATIONS

1. **Labor and Equipment Furnishing**

The Service Provider shall be responsible for furnishing all labor, materials, and equipment necessary to perform the required services. This includes, but is not limited to, commercial zero-turn mowers, walk-behind mowers, string trimmers (weed eaters), edgers, brush cutters, chainsaws, leaf blowers, tractors with bush hog attachments, and skid steers, as applicable. The Service Provider may also utilize other equipment as needed to effectively complete the work. All equipment shall be properly maintained and suitable for the intended tasks.

2. **Work Orders**

The City will assign work orders to the Service Provider(s) by e-mail. Unless otherwise directed by the City, the Service Provider shall begin and complete all assigned work within three (3) business days after issuance of the work order unless otherwise directed by the City.

3. **Mowing Requirements**

At the time of service, grass and noxious weeds on assigned properties may exceed twenty-four (24) inches in height. Lawn areas shall be mowed to a finished cut height of approximately three (3) inches unless otherwise directed by the City, and field areas shall be mowed to a finished cut height of approximately five (5) inches. Mowing shall be performed in a neat and professional manner, leaving the property with a uniform appearance.

4. **Site Cleanup**

Mowing operations shall include raking and/or cleanup of grass clippings and vegetative debris when necessary to maintain a neat appearance. Grass clippings, brush, and other vegetative debris shall be removed and disposed of in accordance with all applicable laws and City requirements.

5. **Photographic Documentation**

For each assigned work order, the Service Provider shall take digital color photographs immediately before beginning work and immediately after all required work has been completed. Each photograph shall include an embedded date and time stamp and shall be submitted in JPEG format.

6. **Invoice Requirements**

All invoices shall be itemized by individual property and include, at a minimum:

a. Work order number (if applicable);

b. Property address or location;

c. Date and time the work was completed;

d. Itemized charges consistent with the approved Pricing Form; and

e. Before-and-after digital photographs with embedded date and time stamps.

The City will provide a standardized invoice template for use by the Service Provider.

7. **Incomplete Invoices**

Invoices that do not include all required supporting documentation, including the required photographs, may be returned for correction and will not be processed for payment until all required documentation has been received.

8. **Damage to Property**

The Service Provider shall exercise reasonable care to avoid damage to sidewalks, curbs, fences, mailboxes, trees, utility fixtures, landscaping, and other improvements. Any damage caused by the Service Provider or its employees shall be promptly reported to the City and repaired or replaced at the Service Provider's expense to the satisfaction of the City.

9. **Equipment and Safety**

All work shall be performed using properly maintained equipment and in compliance with all applicable federal, state, and local laws, regulations, and safety requirements. The Service Provider shall be responsible for providing all labor, equipment, tools, fuel, materials, and personal protective equipment necessary to perform the required services.

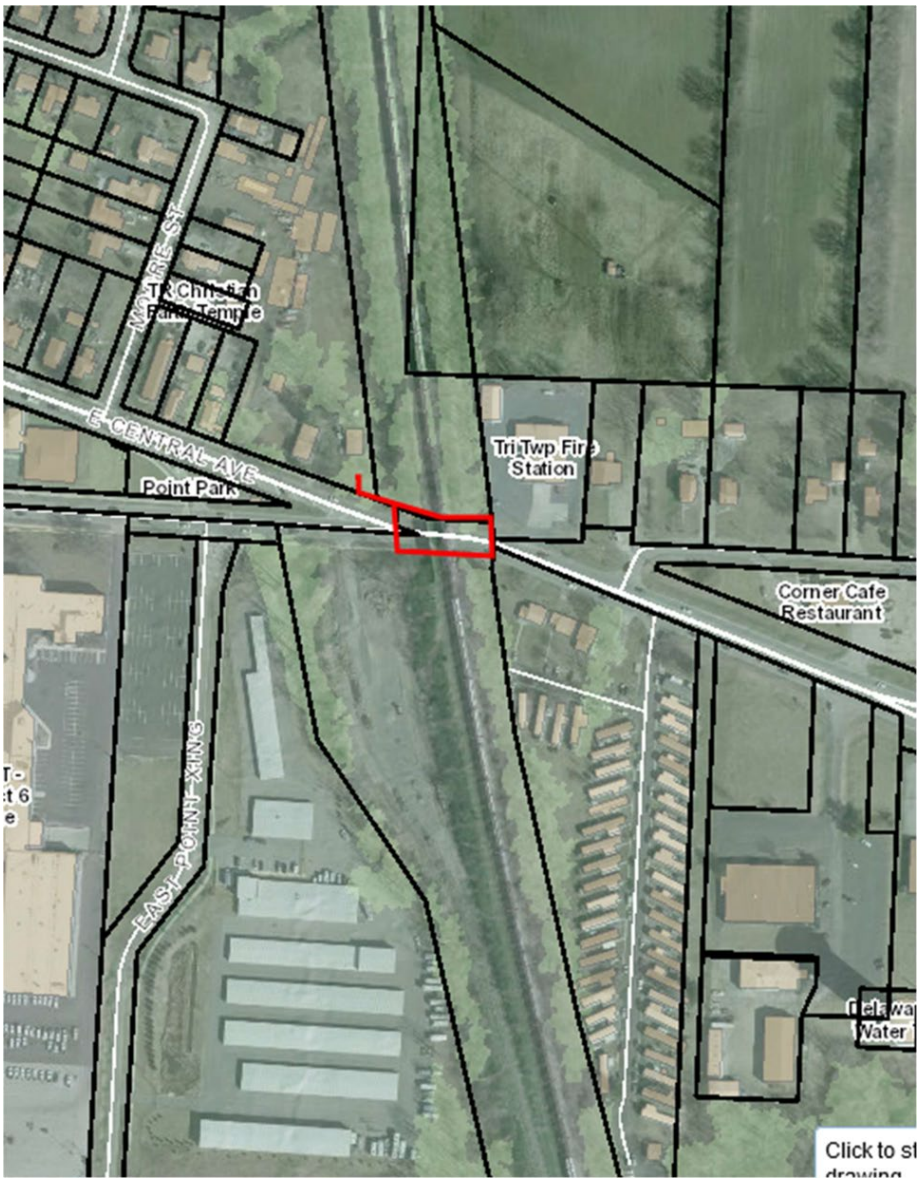
10. **City Inspection**

All work performed under this Agreement is subject to inspection and acceptance by the City. If the City determines that the work does not meet the requirements of the Contract Documents, the Service Provider shall promptly correct the deficiencies at no additional cost to the City.

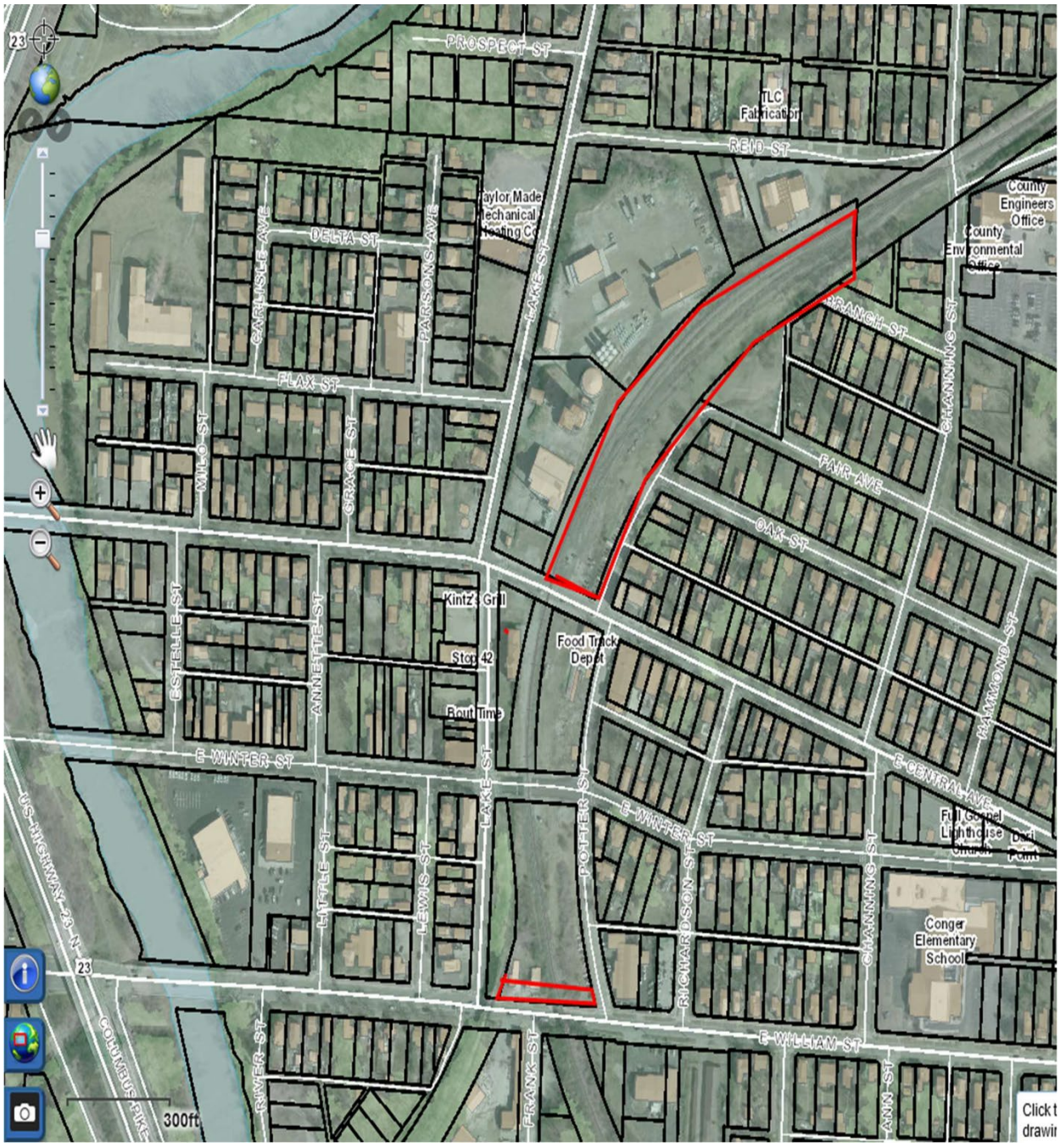
# EXHIBIT C – RIGHT-OF-WAY MOWING PARCELS

The parcels identified in this exhibit represent the City's known right-of-way mowing locations and are included as part of the scope of services. These locations are provided for reference and are not intended to be an exhaustive list of all properties that may require right-of-way mowing during the contract term. The City reserves the right to add, remove, or modify mowing locations as operational needs dictate.

Residential mowing properties are not depicted on this exhibit. Residential mowing work orders may be assigned separately and may occur at properties located anywhere within the corporate limits of the City.



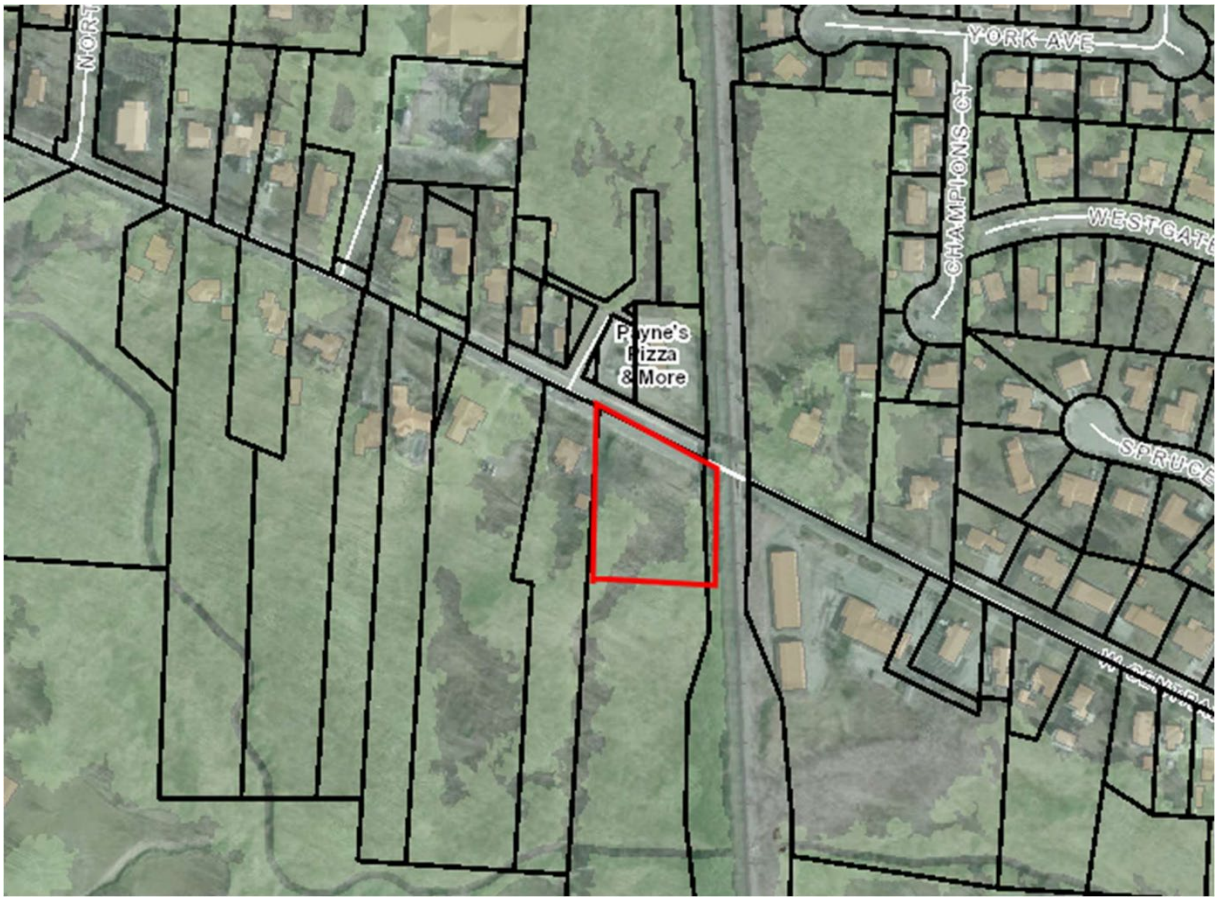

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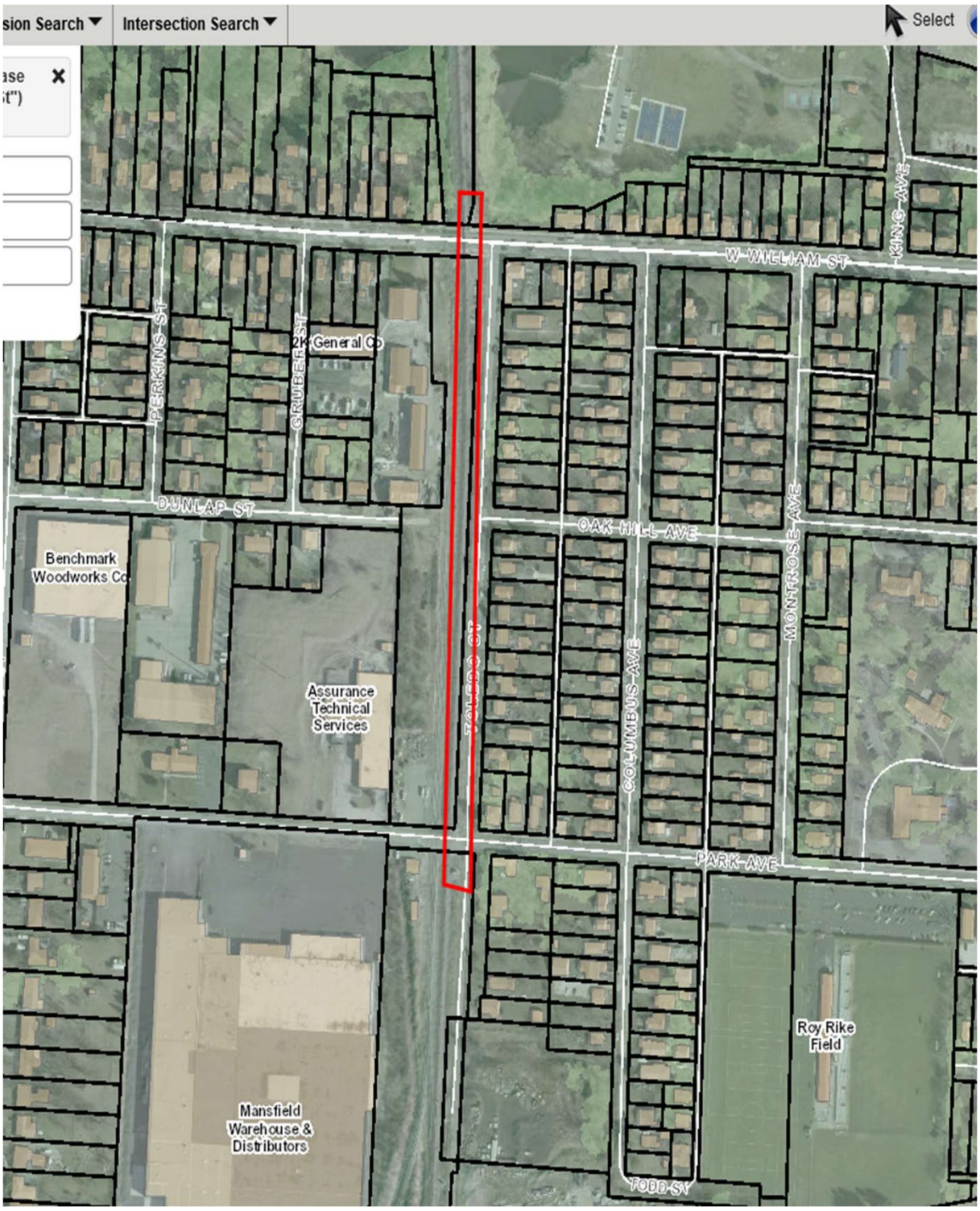
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Highlighted portion of Parcel Number-51934107046000




Highlighted portion of Parcel Number-51934414903000




Top highlighted Parcel Number-51943312008000
Bottom highlighted Parcel Number-41921105030000

**Exhibit D**

**CONSTRUCTION SERVICES AGREEMENT**

This Construction Services Agreement for 2026 Code Enforcement Mowing and Property Maintenance (the "Agreement") is made and entered into and effective on this ____ day of _____, 2026 ("Effective Date") by and between the City of Delaware, Ohio (the "City"), an Ohio Municipal Corporation, with offices located at 1 South Sandusky Street, Delaware, Ohio 43015 and _____ ("Service Provider"), with an office and principal place of business located at _____.

**WHEREAS**, the City desires to engage Service Provider to perform the construction related services as more fully described in the attached Exhibit A (the "Services"); and

**WHEREAS,** Service Provider desires to perform the Services and desires to be so engaged; and

**WHEREAS,** the City and Service Provider seek to set forth the terms and conditions for this engagement exclusively in this Agreement, to supersede any and all other prior agreements regarding the subject matter hereof.

**NOW, THEREFORE,** in consideration of this Agreement and of the terms and conditions herein contained, the parties, intending to be legally bound, agree as follows:

**TERMS AND CONDITIONS**

**I. Performance of the Services.** Service Provider shall:

A. Perform the Services as set forth in the attached Exhibit A, which generally includes on-call, as-needed professional services.

B. Give prompt notice to The City should Service Provider observe or otherwise become aware of any fault or deficit in the project or task, or any nonconformance with the Agreement.

D. Obey all applicable federal, state, and local laws.

E. Remit to The City after the termination of this Agreement, all files and documents pertaining to the project that have been obtained or produced including, but not limited to, permits, licenses, applications, codes, drawings, site plans, photographs, and similar materials. Service Provider shall be entitled to retain copies for Service Provider's files.

F. Coordinate all aspects of the work referenced in this Agreement, including mowing schedule, with the City's Code Enforcement Officer or his designee.

**II. Obligations of the City.** The City shall:

A. Assist Service Provider by providing applicable and available information pertinent to the Services.

B. Assist in making the necessary provisions to enter upon public and private property as required to perform the Services.

C. Give prompt notice to Service Provider should the City observe or otherwise become aware of any fault or deficit in the project or any nonconformance with the Agreement.

**III. Term and Termination.**

A. This Agreement shall commence on the Effective Date. It shall remain in effect until one (1) year after Effective Date, or until all work is completed to the satisfaction of the City, whichever occurs first. The City reserves the right to extend this Agreement for a total of two additional years, pursuant to separate one-year renewal increments.

B. The City may cancel or terminate this Agreement at any time, effective immediately, by providing written notice to Service Provider. In the event this Agreement is terminated by the City prior to its natural expiration, Service Provider shall be paid for work completed in accordance with this Agreement.

C. Service Provider shall be in default under this Agreement if either of the following occurs and is not remedied within five business days of the date of written notice of any such event given by the City: (1) Service Provider fails to timely perform or observe any of its obligations under this Agreement, or (2) Service Provider withdraws from the project and cannot provide a replacement acceptable to the City.

**IV. Payment.**

A. Service Provider shall be compensated for its Services consistent with the rates identified in Exhibit B. The total compensation for the Services shall not exceed $XX, XXX.XX without prior approval of the City. No additional payment will be made for fringe benefits, travel time or travel-related expenses.

B. Unless otherwise agreed to by the parties, upon completion of the Services, Service Provider shall submit an invoice to the City for Services rendered, and the City agrees to pay within thirty days receipt of a valid invoice, which shall consist of a description of work completed and date(s) performed as applicable. Invoices shall

be approved by the appropriate City Department Head or their designee and forwarded to the Office of Finance for payment. The City's payment shall also be contingent upon (a) Service Provider's proper performance of the Services in accordance with any plans, specifications, and manufacturer's instructions, and within the applicable standard of care and (b) to the extent applicable, all manufacturer warranties for any materials or equipment provided by Service Provider.

C. Acceptance of final payment shall constitute a waiver by Service Provider of any claims related to this Agreement, except for those expressly reserved in accordance with applicable law.

**V. Relationship of the Parties – Independent Contractor.** The parties acknowledge and agree that Service Provider is an independent contractor and is not an agent or employee of the City and is not a public employee pursuant to R.C. 145.01 *et. seq*. Nothing in this Agreement shall be construed to create a relationship between Service Provider and the City of a partnership, association, or joint venture. Further, the parties acknowledge that Service Provider is paid a fee, retainer or other payment as per Section IV of this Agreement; is not eligible for workers' compensation or unemployment compensation; is not eligible for employee fringe benefits such as vacation or sick leave; does not appear on the City's payroll; is required to provide his or her own supplies and equipment; and is not controlled or supervised by the City or any City personnel as to the manner of work. Furthermore, if Service Provider is an individual, then Service Provider must complete, sign and return the Ohio Public Employees Retirement System ("OPERS") Independent Contractor Acknowledgement Form, available here: **Independent Contractor/Worker Acknowledgment**

**VI. Indemnification.**

A. Professional Liability. Relative to the extent, losses, damages, liability and cost, Service Provider agrees to indemnify and save the City, its officers, officials, and employees harmless from and against any and all suits, actions or claims for property losses, damages or personal injury arising from the negligent acts, errors or omissions by Service Provider or its employees.

B. General Liability. To the fullest extent permitted by law, Service Provider shall indemnify, defend and hold harmless the City, its officers, officials, employees or any combination thereof, from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of the acts or omissions of Service Provider, provided that such claim, damage, loss or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused by the negligent acts or omissions of Service Provider, any subconsultant(s) of Service Provider, its agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligations shall not be construed to negate, abridge, or reduce other

rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.

C. As a municipal corporation of the state of Ohio, the City cannot lawfully indemnify Service Provider and affirmatively does not indemnify Service Provider.

**VII. Insurance.** The types and amounts of insurance required under this Section shall be as follows:

A. Commercial General Liability Insurance in the amount not less than $1,000,000 per occurrence with an annual aggregate of $2,000,000;

B. Commercial Automobile Liability Insurance for a minimum of $1,000,000 per accident including coverage for subcontractors;

C. To the extent Service Provider performs such services, Professional Liability/Errors & Omissions coverage, in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate;

D. The City shall be held harmless for any damage to Service Provider's property and/or equipment during the course of performance under the Agreement.

E. The above referenced insurance shall be maintained in full force and effect during the life of this Agreement and for one year beyond, where specified. Certificates showing that Service Provider is carrying the above referenced insurance in at least the above specified minimum amounts shall be furnished to, and approved by, The City prior to the start of work on the project and before the City is obligated to make any payments to Service Provider for the work performed under the provision of this Agreement. All such Certificates, with the exception of those for Worker's Compensation and Errors & Omissions coverage, shall clearly reflect that the City of The City is an "Additional Insured".

**VIII. Employee Documentation**

A. Service Provider guarantees that the individuals employed by Service Provider working on this project are authorized to work in the United States. Service Provider will upon request provide the City with appropriate documentation (Form I-9) for any Service Provider employee performing services for the City.

B. Service Provider agrees to indemnify he City in accordance with Section VI of the Agreement for any issue arising out of Service Provider's hiring or retention of any individual who is not authorized to work in the United States.

**IX. Taxes.**

A. Service Provider shall be responsible for providing to the City a current Form W-9 to verify Taxpayer Identification Number (TIN). In the event of any changes, Service Provider shall be responsible for providing to the City an updated current Form W-9.

B. Service Provider is subject to and responsible for all applicable federal, state, and local taxes.

C. The City represents that it is a tax-exempt entity and evidence of this tax-exempt status shall be provided to Service Provider upon written request. Service Provider hereby further agrees to withhold all municipal income taxes due or payable under the provisions of the Codified Ordinances of the City, Ohio, for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such municipal income taxes due under such chapter for Services performed under this Agreement.

D. Service Provider shall receive Internal Revenue Service form 1099 from the City for income tax reporting purposes.

**X. Assignment.** Neither this Agreement, nor any rights, duties, or obligations described herein, may be assigned be Service Provider without the prior express written consent of the City.

**XI. Discrimination.**

A. No discrimination for reason of race, color, national origin, religion, sex, genetic information, pregnancy, age, ancestry, military status, sexual orientation, gender identity, marital status, veteran's status, or disability shall be permitted or authorized by the City and/or Service Provider in connection with the Services.

B. Nothing in this Agreement shall require the commission of any act contrary to any law or any rules or regulations of any union, guild, or similar body having jurisdiction over the Services of Service Provider.

**XII. Governing Law/Venue**. Any controversy or claim, whether based upon contract, statute, tort, fraud, misrepresentation, or other legal theory, related directly or indirectly to this Agreement, whether between the parties, or of any of the parties' employees, agents, or affiliated businesses, will be resolved under the laws of the State of Ohio, in any court of competent jurisdiction in Delaware County, Ohio.

**XIII. Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid,

mutually agreeable and enforceable provision which so far as possible achieves the same objectives as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

**XIV. Paragraph Headings.** Paragraph headings are inserted in this Agreement for convenience only and are not to be used in interpreting this Agreement.

**XV. Subcontracting.** As applicable, and as approved by the City, Service Provider agrees that all subcontractors shall be bound by all Terms and Conditions of this Agreement. All subcontractors' costs and expenses will be at the sole expense of Service Provider, and Service Provider shall be solely responsible for payment to subcontractors and compliance of subcontractors with all Terms and Conditions of this Agreement. Service Provider further assumes responsibility for all work performed by subcontractors under this Agreement.

**XVI. Warrant of Service Provider Regarding Ohio Revised Code 9.24.** Service Provider warrants that it is not subject to any "unresolved" finding for recovery under R.C. Section 9.24. If the foregoing warranty is deemed to be false, this Agreement is void *ab initio* and Service Provider must immediately repay to the City any funds paid under this Agreement.

**XVII. Resolution of Disputes.** The City and Service Provider recognize that litigation is an expensive, resource-consuming process for resolving business disputes. Therefore, the City and Service Provider agree that if any controversy or dispute arises out of or relates to this Agreement, or any breach of this Agreement, they will attempt in good faith to settle the dispute expeditiously through mediation within thirty days. The City and Service Provider shall attempt to mutually agree as to the provider of neutral mediation services. Should timely attempts at resolution of disputes fail, the parties reserve all rights available to them at law and in equity.

**XVIII. Confidentiality and Public Records.** Service Provider understands all documents contained or incorporated into this Agreement or created pursuant to this Agreement are presumed to be public records. If Service Provider believes a document contains trade-secret information, confidential proprietary information, or other data that exempts the document from disclosure and submits the legal basis for that determination, the City will review the matter and may restrict public inspection and copying of the document.

**XIX. Supersedes Prior Agreements.** This Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the parties regarding the terms and conditions set forth herein. In the event of any conflict in terms between this Agreement and any other document relating to the subject matter hereof, the terms of this Agreement shall control.

**XX. Entire Agreement / Amendment.** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings and agreements between the parties. This Agreement may be amended or modified only by a writing executed by the duly authorized officers of the parties hereto. It is understood and agreed that this Agreement may not be changed, modified, or altered except by an instrument, in writing, signed by both parties in

accordance with the laws of the State of Ohio. If there is any conflict between this Agreement and any term, condition, or item in the attached Exhibit A, the term in this Agreement shall control.

**[signatures appear on following page]**

**FURTHER, BY SIGNING THIS AGREEMENT, YOU HEREBY ACKNOWLEDGE THAT THE CITY OF DELAWARE, OHIO HAS IN NO WAY LIMITED OR RESTRICTED YOUR RIGHT TO PROVIDE THE AGREED-TO SERVICES TO THE GENERAL PUBLIC AND THAT YOU REGULARLY PROVIDE SUCH SERVICES TO THE GENERAL PUBLIC.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the ____ day of _____, 2026.

**CITY OF DELAWARE, OHIO**

BY: _____ Date _____
Paul J. Brake, City Manager

**SERVICE PROVIDER NAME**

BY: _____ Date _____

Approved as to Form:

BY: _____ Date _____

David C. Moser, City Attorney

## CERTIFICATION OF FUNDS

I hereby certify that the above amount required to the above, has been lawfully appropriated, authorized, or directed for such purposes and is in Treasury or in the process of collection to credit of the above funds free from obligation or certification now outstanding.

BY: _____ Date: _____

Director of Finance