PROPOSAL

TO

THE BOARD OF WOOD COUNTY COMMISSIONERS

FOR

2020 Hourly Rates for Equipment for Ditch Maintenance

Bid Letting Date: _______________March 20__________, 2020 at __10:00___ a.m.

Submitted By: _____________________________________________________________

Address: __________________________________________________________________

City, State, and Zip Code: __________________________________________________

Phone Number: __________________ Fax Number: __________________

E-Mail: ____________________________

This Document Prepared by:
John M. Musteric, P.E., P.S.
Wood County Engineer
1 Courthouse Square
Bowling Green, OH  43402
419-354-9060
Ditch Maintenance Agreement

This Agreement is entered on this _____ day of ______________, 20__, by the Board of County Commissioners, Wood County, Ohio, (hereinafter, County) whose address is Wood County Office Building, 5th Floor, One Courthouse Square, Bowling Green, OH 43402 and _________________________ (hereinafter, Contractor), whose address is ________________________________.

WHEREAS, the County is responsible under R.C. § 6137.05 to maintain certain ditches and watercourses improved pursuant to R.C. Chapter 6131;

WHEREAS, the County has advertised for bids for hourly rates for equipment and operation thereof to dip the bottom, remove trees and tall grasses, mow filter strips and ditch banks, repair and reseed eroded banks, repair broken field tile outlets, and/or spray undesirable vegetation in the ditches and watercourses under maintenance.

WHEREAS, the Contractor’s bid is the lowest and best bid to perform the needed maintenance for certain ditches in Exhibit A and is willing to perform said work.

NOW, THEREFORE, THE PARTIES, each in consideration of the promises made herein by the other, agree as follows:

I. CONTRACTOR’S RESPONSIBILITIES

The Contractor agrees to provide and operate the equipment listed below for ditch maintenance work at the rates indicated upon notification by the County Engineer or his designee of the type equipment needed and location of the work:

<table>
<thead>
<tr>
<th>EQUIPMENT (to include operator)</th>
<th>TYPE &amp; SIZE</th>
<th>HOURLY</th>
<th>WEEKLY</th>
<th>BIWEEKLY</th>
<th>MONTHLY</th>
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</thead>
<tbody>
<tr>
<td>1. One (1) industrial crane minimum ¾ to yard bucket with minimum 50’ boom.</td>
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<td>2. One (1) bulldozer, D-6 or equal.</td>
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<td>3. One (1) bulldozer, D-8 or equal.</td>
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<td>4. One (1) John Deere, 350 or equal.</td>
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<td>5. One (1) Gradall, G660 or equal.</td>
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<td>6. One (1) ¾ yard hydraulic crawler backhoe.</td>
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<td>7. One (1) Caterpillar 930, 2 ½ yard wheel loader or equal.</td>
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8. One (1) 2 ½ yard crawler loader.

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<thead>
<tr>
<th>HAULING EQUIPMENT</th>
<th>DI RT &amp; STONE</th>
<th>RIP-RAP and BROKEN CONCRETE</th>
<th>HOU RLY</th>
<th>WEEKLY</th>
<th>BIWEEKLY</th>
<th>MONTHLY</th>
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</thead>
<tbody>
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<td>9. One (1) single axle dump truck.</td>
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<td>10. One (1) tandem axle dump truck.</td>
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<td>11. One (1) tri-axle dump truck.</td>
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The Contractor also agrees to provide the additional equipment listed in Exhibit C. The prices listed above and in Exhibit C will remain in effect for the calendar year 20___.

The Contractor understands that the County has solicited prices from other providers for the same or similar types of equipment for ditch maintenance work using this same format. The Contractor further understands and agrees that his/her submission of and signature on this contract form does not establish a contractual relationship until the Engineer notifies the Contractor in writing when and where to begin work and the Board of County Commissioners has executed this Agreement. The Engineer’s notice to the Contractor shall be attached to this Agreement as Exhibit A and incorporated as if fully rewritten herein.

II. COUNTY RESPONSIBILITIES

The County agrees to:

A. Notify the Contractor when to begin work.
B. Provide plans and specifications for removal of silt.
C. Provide drain tile pipe, grass seed, and vegetation spray.
D. Pay for stone billed to County for ditch repair.
E. Inspect and approve or disapprove work performed.

III. COMPENSATION

The Contractor shall submit invoices for work performed under this Agreement after inspection and approval of the work by the County Engineer or his designee. The County shall pay for the equipment and its operation in the performance of the work according to the rates submitted above by the Contractor within thirty (30) days after receipt of an invoice that was approved by the County Engineer or his designee.

IV. TERM OF THE AGREEMENT

After the execution of this Agreement by both parties, this Agreement shall commence upon notice by the County Engineer to begin work at designated locations and shall end upon the approval by the County Engineer or his designee of all work performed by the Contractor and approval and payment of the invoices submitted for the work performed by the Contractor.
V. ASSIGNMENT

The Contractor shall not assign any duties or compensation received under this Agreement without the express prior written consent of the County.

VI. MODIFICATION OF AGREEMENT

Any alteration or modification of the terms or conditions of this agreement must be in writing and signed by the parties.

VII. NONDISCRIMINATION CLAUSE

It is understood and agreed that, in compliance with the provisions of §125.111, Revised Code of Ohio, the Contractor, any subcontractor, or any person acting on behalf of a contractor or subcontractor will not:

A. Discriminate by reason of race, color, religion, sex, handicap, age, national origin or ancestry against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates.

B. Discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, color, religion, sex, handicap, age, national origin or ancestry.

Under R.C. §153.60, breach of these provisions against discrimination shall result in the following forfeitures:

A. A deduction of a twenty-five dollars forfeiture for each person who is discriminated against or intimidated in violation of this contract from the amount payable to the contractor by the county under this contract;

B. Cancellation or termination of the contract by the county and forfeiture of all money to be come due under this contract for a second or subsequent violation of the terms of this section of the contract.

VIII. INDEPENDENT CONTRACTOR CLAUSE

It is hereby agreed by and between the parties that the relationship between the Contractor and the County shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this contract. The County is interested in the results achieved and the conduct and control of the work will lie solely with the Contractor.

The Contractor is not entitled to any of the benefits the County does provide its employees. It is further understood that the County does not agree to use the Contractor exclusively. Moreover, it is understood that the Contractor is free to contract for similar services to be performed for other parties while he is under contract with the County. The Contractor shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.

IX. CONTRACT EMPLOYEES AND SUBCONTRACTORS

Contractor agrees that its employees and its independent contractors/subcontractors are not and will not become employees of Wood County when providing the goods and performing the services that are the subject of the Agreement. Contractor also agrees that it will take all steps
necessary to ensure that the persons or entities providing the goods and performing the services that are the subject of this Agreement will not do so in such a way as to be regarded as “public employees” as distinguished in OAC 145-1-42.

X. DEFEND, INDEMNIFY & HOLD HARMLESS CLAUSE

The Contractor agrees that it will defend, indemnify and hold Wood County, its officers, employees, agents and assigns harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of the Contractor's or its officers, employees or agents. The County shall give timely notice and accord to the Contractor the right to defend and settle all such claims.

XI. PERSONAL PROPERTY TAX STATEMENT

The Contractor has complied with the requirements of O.R.C. §5719.042 by providing a statement under oath as to whether and in what amount said contractor is charged with delinquent personal property taxes in Wood County. Said statement is attached hereto in composite Exhibit B and is hereby incorporated by reference into this contract as if fully rewritten herein.

XII. PROOF OF INSURANCE; WORKERS’ COMPENSATION CERTIFICATE

The Contractor will procure and maintain at its own cost for the duration of this Agreement the following insurance:

A. Commercial General Liability Insurance policy in the amount of at least $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate.

B. Business Auto Liability Insurance policy in the amount of at least $1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.

C. Umbrella and excess liability insurance policy with limits of at least $1,000,000.00 per occurrence and $1,000,000.00 in the aggregate, above the commercial general, professional liability and business auto primary policies.

D. Workers’ Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

The Contractor further agrees to name the Board as an additional insured on all contracts of insurance for the duration of this Agreement, except for professional liability and Workers' Compensation insurance. The endorsement form and the certificate of insurance shall state the following: “Wood County Commissioners, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies.” The Contractor must submit to the Board of County Commissioners all endorsement forms and certificates of insurance evidencing the insurance required under this provision before work pursuant to this Agreement commences. Said Certificates are attached hereto in composite Exhibit B and is hereby incorporated by reference into this contract as if fully rewritten herein.
XIII. CHILD SUPPORT CLAUSE

The Contractor declares in a written affidavit that its principal officers, directors, shareholders and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041. Said Affidavit is attached hereto in composite Exhibit B and is hereby incorporated by reference into this contract as if fully rewritten herein.

XIV. NON-COLLUSION CERTIFICATION

The Contractor certifies in a written affidavit that such bid is genuine and not collusive or sham. County reserves the right, at its discretion, to report suspected collusive or anti-competitive conduct by Contractor to the appropriate authority and to provide that authority with any relevant bidder information. Said Affidavit is attached hereto in composite Exhibit B and is hereby incorporated by reference into this contract as if fully rewritten herein.

XV. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this contract, Contractor warrants that a finding for recovery has not been issued to Contractor by the Ohio Auditor of State. Contractor further warrants that Contractor shall notify Board within one (1) business day should a finding for recovery occur during the contract term. This Debt Check Provision applies when the ensuing contract is estimated to exceed twenty-five thousand dollars ($25,000.00). Said findings is attached hereto in composite Exhibit B and is hereby incorporated by reference into this contract as if fully rewritten herein.

XVI. GOVERNING LAW

This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the state courts located in the State of Ohio.

XVII. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

XVIII. SEVERABILITY CLAUSE

If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason by held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

XIX. ENTIRE AGREEMENT

This Agreement, the schedules and all attachments designated on the face of the Agreement as included shall constitute the entire Agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.
IN WITNESS, hereof, the parties have executed this Agreement on the dates shown below.

CONTRACTOR

Signature

Print Name

Date

BOARD OF COUNTY COMMISSIONERS

Doris I. Herringshaw, Commissioner

Craig LaHote, Commissioner

Theodore Bowlus, Commissioner

Date

APPROVED AS TO FORM:

Date

Paul A. Dobson
Prosecuting Attorney

Estimate of Amount Due under Agreement

Pursuant to R.C. §5705.41(D), I John Musteric, Wood County Engineer hereby certify that I estimate that the amount due under this Agreement for the hourly unit price for equipment and the operation thereof to perform maintenance on certain ditches under county maintenance and identified herein to be $ ________________.

John Musteric
Wood County Engineer

Certification of Availability of Funds

I, Matthew Oestreich, Auditor of Wood County, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of this contract and is in the treasury of ______________________________ or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Amount - $__________________.

Matthew Oestreich