PROPOSAL

TO

THE BOARD OF WOOD COUNTY COMMISSIONERS

FOR

2020 Ditch Maintenance Herbicidal Spraying Program

Bid Letting Date: ________________ March 25 __________, 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
INFORMATION FOR BIDDERS

2020 Ditch Maintenance Herbicidal Spraying Program

I. DEFINITIONS

The words “County” or “Owner” or other words of similar connotation shall be understood to mean Wood County, Ohio, acting through its properly authorized agents.

The words “Engineer” or “Inspector” shall be understood to mean the County Engineer for Wood County, or his designated representative.

Whenever the words “directed”, “required”, “permitted”, “ordered”, “designated”, “approved”, “satisfactory”, “acceptable”, or similar words are used, they shall be understood to refer to the exercise of the authority or judgment vested in the Engineer.

Whenever the word “ditch” is used, it shall be understood to mean watercourse, drain, channel, stream or river.

II. SPECIFICATIONS

All work shall be performed in accordance with, and all materials shall comply with the requirements of applicable sections of the current edition of the Construction and Material Specifications of the Department of Highways of the State of Ohio, and with the Contract Drawings. Interpretation of specifications shall be made by the Engineer, and his decision shall be final and binding. In the event of a conflict between the Specifications and the Drawings, the Drawings shall take precedence.

III. PREPARATION OF PROPOSAL

The proposal shall be submitted on the form provided by the County and shall be enclosed in a sealed envelope and plainly marked "2020 Ditch Maintenance Herbicidal Spraying Program" and addressed to the Board of County Commissioners of Wood County, Ohio, with the name and address of the Bidder and identification of the Proposal plainly endorsed thereon.

All the blank spaces on the Bid Form must be filled in correctly, where indicated, and written in ink or typed.

The total in the “Total Bid Amount” column shall equal the summation of the item totals for the work.

The attention of the Bidder is directed to the following stipulations:

The unit price specified in the “Unit Price” column shall govern the award of the Contract. The unit prices specified, together with the quantities, shall determine the total bid amount.

IV. PERFORMANCE BOND

The successful Bidder will be required to provide a performance bond, if other than a "Bid Guaranty and Contract Bond" is provided, in an amount not less than 100% of the
Contract price in favor of the Board of Wood County Commissioners conditioned upon the faithful performance of the Contract, and completion within the time stipulated in the Contract.

The Contractor shall guaranty that all materials and equipment furnished and work performed under this Contract are free from all defects for a period of one (1) year from the date of Conditional Acceptance. The Performance Bond shall remain in full force and effect through the guaranty period and until all defects detected during the guaranty period have been corrected to the satisfaction of the Owner.

V. REJECTION OF PROPOSAL

The Board of Wood County Commissioners may reject any or all of the Bids. The failure to disclose a reason for the rejection of all Bids shall not result in accrual of any right, claim, or cause of action by any unsuccessful Bidder against Wood County. The Board of Wood County Commissioners reserves the right to waive any irregularities in the form of the Bid that does not affect or destroy competitive bidding.

VI. EVIDENCE OF ABILITY

Bidders, to whom an award may be contemplated, upon request, shall submit to the Board of Wood County Commissioners a valid Certificate of Qualification from the State of Ohio, as required by Sections 5525.02 to 5525.09 of the Ohio Revised Code, for examination and verification. The Certificate will be returned. Failure to provide such a Certificate shall constitute grounds for rejection of the Bid and forfeiture of the Bid Deposit. In lieu of the Certificate of Qualification from the State of Ohio, a supplemental questionnaire furnished by the Wood County Engineer’s Office, upon request, shall be submitted.

VII. EXAMINATION OF WORK

Bidders shall visit and carefully examine the entire site of the proposed work and make all necessary investigations to fully inform themselves thoroughly as to the facilities for delivering, placing and operating the necessary equipment and for delivering and handling material for the work; and as to all difficulties that may be involved for the successful completion of the work. Bidders must carefully examine the Contract, Plans and Specifications for the work. The County shall not be responsible in any manner for answers to any inquiries regarding the meaning of the Drawings or Specifications given prior to the awarding of the Contract unless such answers are in writing and signed by the Engineer.

VIII. LAWS AFFECTING PUBLIC WORK

The attention of the Bidder is called to the laws of the State of Ohio and to local ordinances pertaining to Contracts on public work, and to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other State.

IX. PROOF OF INSURANCE

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. Professional Liability (errors and omissions) insurance of at least $1,000,000.00 per claim and $1,000,000.00 in the aggregate, if applicable.
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. 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.” All certificates and endorsements must be received by the Board before work pursuant to this Agreement commences.

The Contractor shall not begin any on-site work until a certificate of insurance and workers’ compensation form has been submitted and approved.

X. TESTING MATERIALS

The Bidder to whom this Contract is awarded must pay for any testing of materials in accordance with the requirements of the Specifications wherever such testing is called for, or as ordered by the Engineer.

XI. CONTRACT DOCUMENTS

The Advertisement, the Information to Bidders, the Proposal, Plans, the Ohio Department of Transportation (ODOT) Specifications, and the Technical Specifications contained within, and the Contract, shall in the aggregate constitute the Contract Documents and are complementary. What is called for in any one document shall be as binding as if called for by all. The Contract prices in the Proposal shall be deemed to include all costs of whatever nature involved in the proper and complete execution of the work.

XII. MATERIALS AND WORKMANSHIP

Unless otherwise stipulated in the Specifications, all workmanship, equipment, materials, and articles incorporated in the work covered by the Contract are to be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish such evidence as to kind and quality of materials. The Contractor shall furnish to the Engineer for his approval, the name of the manufacturer of machinery, mechanical and other equipment, which he contemplates using, together with their performance capacities and other pertinent information.
If not specified in detail, material or work called for in the Contract shall be furnished and performed in accordance with well-known established practices and standards recognized by architects, engineers and/or the trade.

When required by the Specifications or when called for by the Engineer, the Contractor shall furnish for approval full information concerning the materials or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles used without such approval shall be at the risk of subsequent rejection.

Whenever, in these Plans and Specifications there is called for a product of a specific manufacturer, it is understood that such is merely descriptive of the minimum qualifications and not restrictive as to manufacturer. Substitutions of equivalent items may be made if approved by the Engineer, whose decision shall be final.

XIII. INSPECTION

The Contractor shall at all times provide convenient access and safe and proper facilities for the inspection of all parts of the work. No work, except such shop work as may be so permitted shall be done except in the presence of the Engineer or his assistants. No materials of any kind shall be used upon the work until it has been inspected and accepted by the Engineer. All materials rejected shall be immediately removed from the work and not again offered for inspection. Any materials or workmanship found any time to be defective shall be remedied at once, regardless of previous inspection. The inspection and supervision of the work by the Engineer is intended to aid the Contractor in supplying labor and materials in accordance with the Specifications, but such inspection shall not operate to release the Contractor from any of his Contract obligations.

XIV. SEQUENCE AND PROGRESS OF WORK

Before commencing work, the Contractor shall submit a schedule of contemplated progress of the work to the Engineer for approval and shall make such changes in the schedule as the Engineer may require for approval. The Contractor shall notify the Engineer forty-eight (48) hours prior to commencing with the work.

The Engineer shall have the power to direct the order and sequence of the work, which in general shall be to coordinate the execution of the several parts of the Contract to a successful completion as rapidly as possible. If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the Contractor to increase efficiency or to improve their character and the Contractor shall conform to such order, but the failure of the Engineer to demand any increase of such efficiency or any improvement shall not release the Contractor from his obligations to secure the quality of work or the rate of work or the rate of progress specified.

XV. ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work, as indicated in the Bid documents, are only approximate, and that during the progress of the work, the County may find it
advisable, and shall have the right, to omit portions of the work, and to increase or decrease the quantities, and that the County reserves the right to add or to take from any item as may be deemed necessary or desirable. The Contractor shall and will at no time make claims for anticipated profit or loss of profits, or damages of any kind because of any difference between the quantities of the various classes of work actually performed or of the material actually furnished, and the said estimated quantities.

XVI.  MONTHLY ESTIMATES

Partial payment shall not exceed 92% of the work performed and/or materials furnished, until 50% of the Contract is completed, as evidenced by payments in the amount of at least 50% of the Contract. After 50% of the Contract is completed, payment of the cost of labor shall be made at the rate of 100% of the estimates, no further funds being retained.

From the date the Contract is 50% complete, all funds retained shall be deposited in an escrow account established and handled in accordance with requirements of Section 153.63 of the Ohio Revised Code. When the major portion of the Contract is substantially completed and occupied, or in use, or otherwise accepted, and there exists no other reason to withhold a retainer, the retained percentage held in connection with such portion shall be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion.

Material delivered on the site of the work, or a railroad station, siding, or other point in the vicinity of the work, or other approved storage site during the previous month shall be paid for at the rate of 92% of its value, as shown by manufacturer’s invoices, with the amount not to exceed any applicable Bid price for the material, and provided such material has been inspected and found to meet the Specifications, and, in addition, for material held at an “off-site” location, the Contractor furnishes the following information to the Engineer:

A.) A list of the materials consigned to the Project, which shall be clearly identified, giving the place of storage, and together with copies of the manufacturer’s invoices.

B.) A certification stating all items have been tagged for delivery to the Project, and they will not be used for any other purpose, and they will be fully protected during storage.

C.) A letter from the bonding company indicating agreement to the arrangements and payment to the Contractor shall not relieve either party of their responsibility to complete the project.

D.) Evidence of insurance covering the replacement value of the material in storage.

E.) Evidence of representatives of the Engineer have visited the Contractor's place of storage and checked all items on the Contractor's certificate.

Bonding, profit, overhead and other markup costs shall not be included in any payment for material stored.
Material so paid for shall become the property of the Owner, but if such material is stolen, destroyed or damaged by casualty before being used, the Contractor shall be required to replace it at his own expense.

The balance of the invoiced value shall be paid when such material is incorporated into and becomes a part of the Contract.

XVII. FINAL ESTIMATE

The Engineer shall within 30 days after the completion of the work covered by this Contract, and after he has satisfied himself by test, examination or otherwise, the work has been finally and fully completed in accordance with the Contract and Specifications make a final estimate of the work done under this Contract and the value thereof. The County shall, within 30 days after such final estimate is made and certified, and upon completion of the work to the approval of the Engineer, pay the entire sum so found to be due hereunder, after deducting all amounts to be kept and retained under provision XXV of this Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistakes, it is agreed all estimates on the certificate of the Engineer, when approved by the Board of Wood County Commissioners, shall be conclusive of the work performed and materials furnished.

Before the final payment is made, the Contractor must furnish an affidavit to the Wood County Engineer stating all invoices for labor and materials have been paid.

XVIII. EXTRA WORK

The Contractor shall perform any work and/or furnish any materials not herein provided for which, in the opinion of the Engineer, may be found necessary or desirable for the completion of the work. No extra work shall be paid for or allowed unless the same was performed upon written Contract with the Board of Wood County Commissioners and after all legal requirements have been met. The Contractor agrees he will accept as full compensation for extra work, so ordered, an amount determined by one of the following methods:

A.) Unit prices stated in the Proposal, if applicable,

B.) A price mutually agreed upon, in writing, by the Engineer and the Contractor or,

C.) A sum equal to the actual net cost of materials and labor (including premium for Workers’ Compensation Insurance) plus agreed rental for equipment necessary for the extra work, to the sum of which may be added fifteen percent (15%) as compensation for all other items of expense, including overhead, superintendence, use of small tools and other insurance.

The decision of the Engineer as to whether extra work has been performed shall be conclusive and binding upon both parties to the Contract.
XIX. COMMENCEMENT AND COMPLETION DATES

The Contractor shall commence work after May 18, 2020, provided the Contract has been signed, and the rate of progress shall be such that the whole work shall be completed and the site cleaned up in accordance with the Contract and Specifications by July 15, 2020, unless an extension of time shall have been granted by the Board of Wood County Commissioners.

XX. LIQUIDATED DAMAGES

The time of completion of the parts of the work is of the essence of the Contract and should the Contractor neglect, refuse or fail to complete the work to be performed under the Contract within the time herein agreed upon, after adding the extensions of time granted by the County, then in that event the County shall have and is hereby given the right to deduct and retain out of such moneys, which is then due, or which may become due and payable to the Contractor for the work to be performed under the Contract, the sum of Five Hundred Dollars ($500.00) per day for each and every day that the work is delayed in its completion beyond the specified time. Said sum per day for such delay, failure or non completion shall be deemed, taken and treated as liquidated damages which the County will suffer by reason of such default, (extra cost of engineering and inspection), and not by way of penalty.

XXI. NO WAIVER OF RIGHTS

Neither the inspection of the Engineer, Commissioners or any of their employees, nor any order, measurement or certificate by the Engineer or Commissioners, nor any order by the Commissioners for the payment of money, nor any payment for, or acceptance of the whole or any part of the work by the Engineer or Commissioners, nor any extension of time, nor any possession taken by the Commissioners or its employees, shall operate as a waiver of any provision of the contract, or of any power herein reserved to the Commissioners, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in the Contract shall be taken and construed as cumulative; this is, in addition to each and every other remedy herein provided; and in addition to all other suits, actions or legal proceedings, the Commissioners shall also be entitled as of right to writ of injunction against any breach of any of the provisions of the Contract.

XXII. FINAL PAYMENT TO RELEASE THE COUNTY

The acceptance by the Contractor of the final payment shall be a release to the County of all claims and all liability, to the Contractor for all things performed for or relating to the work, and for every act and neglect of the County and others relating to or arising out of the work, excepting only his claims, if any, for amounts withheld by the County, upon final payment. No payment however, final or otherwise, shall release either the Contractor or his Sureties for any obligation upon or under the Contract or the Contractor’s Bond.

XXIII. PROTECTION OF THE WORK

The Contractor shall provide and maintain at all times such barricades, signs, fences, signal lights, or watchmen as may be required by the Engineer to properly protect the
work, the public, and property from injury or damage. Various roads may be closed to traffic and a suitable detour route shall be properly marked, as directed by the Engineer. The Contractor shall notify the Engineer a minimum of 48 hours prior to the closing of any road.

The County reserves the right to remedy any neglect on the part of the Contractor in the protection of the public at any time and shall have the right to deduct the cost of such remedy from monies due the Contractor. The Engineer shall be the sole judge of the necessity for such action.

XXIV. DISCRIMINATION AND INTIMIDATION

The prohibitions against discrimination and intimidation on account of race, creed, or color, and the provisions as to forfeitures to be applied in the event of violation of Contract terms regarding same, as contained in Sections 153.59 and 153.60 of the Ohio Revised Code, shall apply to the Contract.

Text of the Code “Sections” cited above is as follows:

SECTION 153.59 – Discrimination and intimidation on account of race, creed, or color

Every Contract for or on behalf of the State, or any Township, County or Municipal Corporation thereof, for the construction, alteration, or repair of any public building or public work in the State shall contain provisions by which the Contractor agrees:

A.) In the hiring of employees for the performance of work under the Contract or any Subcontract, no Contractor, Sub-contractor, nor any person acting on his behalf shall, by reason of race, creed, or color, discriminate against any citizen of the State in the employment of labor or worker who is qualified and available to perform the work to which the employment relates;

B.) No Contractor, Sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract on account of race, creed, or color.

SECTION 153.60 – Forfeiture

The Contract referred to in Section 153.59 of the Ohio Revised Code shall provide as forfeiture for any breach of provisions against discrimination:

A.) There shall be deducted from the amount payable to the Contractor by the State or by any Township, County, or Municipal Corporation thereof, under the Contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of the Contract;

B.) The Contract shall be cancelled or terminated by the State or by any Township, County, or Municipal Corporation thereof, and all monies to
become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the Contract.

XXV. OWNER’S RIGHT TO WITHHOLD CERTAIN AMOUNTS OF PAYMENTS DUE

In addition to any other rights or options herein granted to or reserved by the Owner, the Owner may withhold from any payment otherwise due to the Contractor hereunder, an amount or amounts sufficient to cover:

A.) Just claims due and payable to any person for labor or materials furnished in and about the performance of the work on the project under the Contract.

B.) The estimated cost of remedying, replacing or restoring any defective work or material performed or furnished in and about the project.

C.) Past-due payments to any Sub-contractor, and

D.) Accrued damages for delays, if the Contractor refuses or fails to perform the work of the Contract.

The Owner shall have the right to disburse such funds as have been withheld pursuant to the paragraph to the party or parties entitled thereto and will render to the Contractor a proper accounting hereof, but in so doing shall be liable to the Contractor only for gross negligence or willful misconduct in making such payment or disbursement of funds so withheld.

XXVI. RIGHT OF THE OWNER TO TERMINATE CONTRACT

In the event of default in the performance of, or violation of, any of the terms and conditions of the Contract by the Contractor or any Sub-contractor, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate such Contract with the reasons therefore. Unless within ten (10) calendar days after the service of such notice such default shall be fully cured and/or such violation discontinued and all damages by reason thereof paid or provisions made for the payment thereof to the satisfaction of the Owner, the Owner, at its option, may terminate the Contract by serving a written notice of such termination upon the Contractor and the Surety. In the event of such termination, the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within 15 calendar days after the service upon it of such notice of termination, the Owner may take over the work and prosecute the same to completion, by Contract or otherwise, for the account of and at the expense of the Contractor. In the event the Owner shall take over the work as aforesaid, the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and the Owner may take possession of, and utilize in completing the work, such materials, appliances and equipment as may be on the site of the work and necessary or useful in connection therewith.
XXVII. PROPERTY TAX AFFIDAVIT

The successful Bidder shall be required to sign an "Affidavit of Contractor or Supplier of Non-Delinquency of Personal Property Taxes" in accordance with Section 5719.042 of the Ohio Revised Code.

XXVIII. CHILD SUPPORT AFFIDAVIT

The successful Bidder shall be required to sign an "Affidavit Regarding Child Support", in accordance to the Board of Wood County Commissioners’ Resolution No. 92-2041.
2020 DITCH MAINTENANCE HERBICIDAL SPRAYING PROGRAM

SPECIFICATIONS

1) The amount of the Bid shall include the cost of furnishing all labor, equipment, and materials which are necessary to complete the 2020 Ditch Maintenance Herbicidal Spraying Program.

2) The Contractor shall include with his Bid a copy of his identification card which indicates he is qualified to handle the material specified. It must include a copy of licenses of all persons involved in the spraying, including their years of experience. It also must contain a list of equipment available and capability, and list of references for similar jobs. Applicators shall not have had any fines or levees placed against them in the past 10 years for misapplication of herbicides.

3) The lengths and locations of the ditches as shown on Pages 17 and 18 and the enclosed maps in Appendix A, are believed to be accurate.

4) The herbicide mixes for specific applications are:

   A) Foliar Application: Three (3) quarts Garlon 3A, 2 ounces Escort EX, one (1) quart surfactant approved for aquatic applications, and eight (8) ounces of drift control per 100 gallons of water.

   B) Dormant Stem Application: Eight (8) quarts Garlon 4A, and four (4) gallons crop oil per 100 gallons of water.

5) The equipment used to apply herbicides to ditch banks shall consist of a vehicle capable of traversing rough terrain. The vehicle shall be of the four-wheel drive type. Tires shall be adequate to provide flotation and traction over varying terrain and shall be designed to provide the maximum possible protection against punctures. The vehicle shall have an engine with a minimum rating of fifty (50) horsepower. The transmission shall have adequate gear ratios to provide for varying application and transport speeds. The driver shall be located in a position to have maximum visibility of both the traveling area and the spraying operation. Roll-over protection shall be provided for both the driver and the applicator. Optional equipment is a front-mounted hydraulically controlled blade suitable for pushing brush and small obstacles from the travel path. Absolutely no trucks will be permitted to complete the application.

6) A spray tank capable of holding not less than four hundred (400) gallons of liquid shall be firmly mounted on the spray vehicle. The main pump shall consist of a piston pump with a minimum operation range of fifty (50) to six hundred (600) psi of pressure with adequate capacity to facilitate the placement of herbicide mixtures. A pressure regulator shall provide a flexible range of pressure control to the handgun and boom mechanism to insure proper coverage of the target vegetation. The spray material shall be delivered through state-of-the-art handguns and boom arrangements. A platform from which spraying is performed shall be designed to permit the application of spray material from either side of the vehicle and set at a height to facilitate the proper placement of the spray mixture with a minimum of over-spray and drift.

7) The Contractor shall apply herbicide to woody vegetation and broad leaf weeds, in the case of foliar application, as recommended by the manufacturer along both ditch banks. The area of treatment shall be from the water line to the cultivated line or to a distance of twenty five (25) feet from the top of the bank, whichever is the shorter distance. In cases where one side has not been cleared away from the ditch bank, the treatment would stop at the top of the bank. No additional spraying shall be performed without the prior approval of the County Engineer. If additional spraying is required and is
approved by the Engineer, the Contractor will be paid for the work at the proposed unit price per foot. The Contractor shall not spray in subdivisions or mobile home parks unless otherwise stipulated. The Contractor shall conform with all State and Federal rules, regulations and laws which are applicable to the work of this nature.

8) The Contractor shall guarantee a "percentage of kill" of not less than ninety percent (90%) of affected foliage. The Engineer and the Contractor will inspect these sites and determine the percentage of the kill. If, in the opinion of the Engineer, the percentage of kill is below ninety (90%), the Contractor shall, at his own expense, re-spray all brush along the length of the under-sprayed affected ditch.
PREQUALIFICATION:

The undersigned hereby certifies that this Bidder is qualified to Bid on this project as herein previously required.

Project: **2020 Ditch Maintenance Herbicidal Spraying Program**

WRITTEN CONTRACT:

On acceptance of the proposal for said work _____, do hereby bind ________

(______)____

(this ____ day of ______________________, 2020, to enter into a written Contract with the Board

of Wood County Commissioners within ten days from the date of notice of award.

If an individual, sign below:

(Name) ________________________________

(Post Office Address) ________________________________

If an individual doing business under a trade name, sign below:

(Name) ________________________________

(Post Office Address) ________________________________

Sole Owner

By ________________________________

If a partnership, sign below:

(Name of Partnership) ________________________________

(Post Office Address) ________________________________

By ________________________________

(Partner) ________________________________

(Post Office Address) ________________________________

(Partner) ________________________________

(Post Office Address) ________________________________

(Partner) ________________________________

(Post Office Address) ________________________________

(Partner) ________________________________

(Post Office Address) ________________________________

If a Corporation or a Limited Liability Corporation (LLC), sign below:

(Name of Corporation) ________________________________

Incorporated under the laws of the State of ______________________.

By ________________________________

(Signature) ________________________________

(Title of Officer Signing) ________________________________
NON-COLLUSION AFFIDAVIT

STATE OF OHIO )
COUNTY OF WOOD ) SS:

________________________________________________________________________

being first duly sworn, deposed and says

Name

that he/she is the ______________________________________ or authorized representative

Owner / Officer

of __________________________________________

Company

or is the party submitting this Bid; that such Bid is genuine and not collusive or sham; that said
Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other
Bidder or person, to submit a sham Bid, or refrain from Bidding; has not in any manner, directly
or indirectly sought by agreement or collusion, or communication or conference, with any
person, to fix the Bid price or Affiant or any other Bidder, to fix any overhead, profit or cost
element of said Bid price, or of that of any other Bidder; to secure any advantage against the
County of Wood or any person or persons interested in the proposed Contract; that all
statements contained in said Bid are true and that, such Bidder has not, directly or indirectly
submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any
other potential Bidder. Further, Affiant affirms that no county employee has any financial interest
in this company or the Bid being submitted.

Affiant Signature

Title

Sworn to before me and subscribed in my presence this _____ day of ______________, 2020.

(Seal)

Notary Public

My commission expires

Date
BID FORM

2020 DITCH MAINTENANCE HERBICIDAL SPRAYING PROGRAM

TO: The Board of Wood County Commissioners

The undersigned, having full knowledge of the various project sites, plans and specifications for the following work, and the conditions of this Proposal, hereby agrees to furnish all services, labor, material and equipment necessary to complete the 2020 DITCH MAINTENANCE HERBICIDAL SPRAYING PROGRAM according to the plans, specifications, commencement and completion dates and to accept the unit price specified below for each item as full compensation for the work in this Proposal.

<table>
<thead>
<tr>
<th>Ref.</th>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Total</th>
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<td>SPE</td>
<td>Brush Control Spraying</td>
<td>Feet *</td>
<td>660.882</td>
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TOTAL BID AMOUNT $________

NOTE: *Footage is based upon measurements along the centerline of the ditches. See Section 7 of the Specifications.

The Board of Wood County Commissioners reserves the right to reject any and all Bids and also reserves the right to waive any irregularities in the form of the Bid that do not affect or destroy competitive Bidding. In no case will an award be made until all necessary investigations are made as to the qualifications of the successful Bidder to whom the Contract is to be awarded.

SUBMITTED BY

____________________________________
Company Name

____________________________________
Company Address

____________________________________
City, State, Zip

____________________________________
E-Mail Address

____________________________________
Signature of Authorized Representative

____________________________________
Written or Typed Name & Title

____________________________________
Telephone Number
<table>
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<tr>
<th>Ditch No.</th>
<th>Ditch Name</th>
<th>Township(s) / Section(s)</th>
<th>Approx. Lineal Feet *</th>
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<td>Milton 34, 35, 36</td>
<td>15,486</td>
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<td>Clarence Durliat</td>
<td>Jackson 6, 7 and Milton 7, 18, 19, 30, 31</td>
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<td>33-A</td>
<td>Dale Baden</td>
<td>Center 23, 24 and Webster 13</td>
<td>4,925</td>
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<td>Portage 18 and Liberty 13</td>
<td>7,676</td>
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<td>Jackson 12, 13, 24</td>
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<td>Perrysburg 18</td>
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<td>Dale Schulte</td>
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<td>Montgomery 5, 6</td>
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<td>2313</td>
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<td>Nick Hyduke</td>
<td>Center - Bowling Green Corporation</td>
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<td>David N. Clark</td>
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<td>2343</td>
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<td>Ditch Name</td>
<td>Township(s) / Section(s)</td>
<td>Approx. Lineal Feet *</td>
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<td>Othel Dean</td>
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<td>2368</td>
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<td>John D. Nichols</td>
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<td>Paul Cox</td>
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<td>2393</td>
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<td>H. J. Drummer</td>
<td>Jackson 2</td>
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<td>2403</td>
<td>Bull Creek - Partial and Branch 1</td>
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<td>Village of Bradner - Main, Branch 1, Branch 2, Branch 3</td>
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<td>2410</td>
<td>Douglas Hess</td>
<td>Henry 13, 14 and Bloom 18</td>
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<td>Dan Leemaster</td>
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<td>Tom R. Smith</td>
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</table>

| TOTAL APPROXIMATE LINEAL FEET | 660,882 |
| TOTAL MILES                   | 133.56  |

* Footage is based upon measurements along the centerline of the ditches. See Section 7 of the Specifications.
BID GUARANTY AND CONTRACT BOND
(SECTION 153.571 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ____________________________

(NAME AND ADDRESS)
as principal and ________________________________ as Sureties, are hereby held
(NAME OF SURETY)
and firmly bound unto the County of Wood, State of Ohio, hereinafter called the Obligee, in the
penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on
____________________ to undertake the project known as the:
(DATE)

2020 Ditch Maintenance Herbicidal Spraying Program.

The penal sum referred to herein shall be the dollar amount of the Principal’s Bid to the Obligee,
incorporating any additive or deductive alternate bids 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
($ _______________). 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, whereas the above named
Principal has submitted a Bid on the above named 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 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 resubmission, of printing new Contract documents, required
advertising and printing and mailing notices to prospective Bidders, whichever is less, then this
obligation shall be null and 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 Obligee 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,
materials suppliers, and laborers, for labor performed and materials furnished in the carrying
forward, performing, or completing of said Contract; we agreeing and assenting this undertaking
shall be for the benefit of any materials suppliers or laborer having a just 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 the liability for the Surety for any and
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 ____________________________, 2020.

PRINCIPAL: _________________________________________________________________

BY: _____________________________

TITLE: _____________________________________________________________________

SURETY: ___________________________________________________________________

BY: ________________________________________________________________________

ATTORNEY-IN-FACT

SURETY COMPANY ADDRESS:

STREET

CITY STATE ZIP

SURETY AGENT’S NAME AND ADDRESS:

AGENCY NAME

STREET

CITY STATE ZIP

Page 20 of 24
AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL PROPERTY TAXES – O.R.C. SECTION 5719.042

STATE OF OHIO ) ) SS:
COUNTY OF WOOD )

TO: The undersigned, being first duly sworn, having been awarded a Contract by you for the 2020 Ditch Maintenance Herbicidal Spraying Program hereby states we were not charged at the time the Bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any County in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the Contract, the above statement is incorporated in said Contract as a covenant of the undersigned.

____________________________

Sworn to before me and subscribed in my presence this _____ day of _______________, 2020.

____________________________
(Seal)                          Notary Public

My commission expires

____________________________
Date

Ohio Revised Code Section 5719.042 provides as follows:

After the award by a taxing district of any Contract let by competitive Bid and prior to the time the Contract is entered into, the person making a Bid shall submit to the district’s 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 the general tax list of personal property of any County in which the taxing district has territory 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 and 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 fiscal officer to the county treasurer within thirty 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.
AFFIDAVIT REGARDING CHILD SUPPORT

State of Ohio )
County of Wood )

To: Wood County Commissioners

The undersigned, being first duly sworn, having been awarded a Contract by you for the 2020 Ditch Maintenance Herbicidal Spraying Program, Wood County, Ohio, hereby declares 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.

____________________________
Signature

____________________________
Company Name

Sworn to before me and subscribed in my presence this _____ day of ______________, 2020.

(Seal) Notary Public

My commission expires

Date
AFFIDAVIT OF PAYMENT

We, __________________________________________, the Contractor performing the work for the 2020 Ditch Maintenance Herbicidal Spraying Program hereby certify all invoices for materials and labor incurred to date in connection with the above mentioned project have been paid or will be paid from the funds to be received on this estimate of payment dated ____________________________, 2020.

__________________________________________
Contractor

By _______________________________________

__________________________________________
Title

Sworn to before me and subscribed in my presence this _____ day of ________________, 2020.

(Seal)

____________________________
Notary Public

My commission expires

____________________________
Date
Appendix A