

**ATHENS COUNTY ENGINEER
2017 ROADSIDE MOWING PROGRAM
NOTICE TO BIDDERS**

The Athens County Commissioners will open sealed bids at their office in the Athens County Courthouse, 15 South Court Street, Athens, Ohio, on

TUESDAY, MAY 23rd, 2017 AT 10:00 A.M.

for the following:

Roadside Mowing Program for 363.45 miles of county roads during the year of 2017, for the maintenance of Athens County's Highways according to specifications on file in the Athens County Engineer's Office.

Bids will be for furnishing labor, equipment, and necessary materials to perform the work. Sections may be bid individually or in combination. Specifications, bid forms, and map are available at the Athens County Engineers Office, 16000 Canaanville Road, Athens Ohio 45701, between the hours of 7:00 am and 3:30 pm, Monday through Friday.

Legal notice and bid documents are also posted on the internet at www.athenscountyengineer.org under the "Bids/RFPs" heading.

Bids will be accompanied by a bid bond certified check, cashier's check, or money order in the amount of 5% of the total amount bid.

Sealed bids will be addressed to the Athens County Commissioners and shall arrive or be delivered in their office on or before the above stated time and date. Bids shall be marked "**BID - ROADSIDE MOWING**".

The Athens County Commissioners reserve the right to accept or reject any or all bids, to waive any irregularities in the bidding and to award the contract to the bidder who in their consideration offered the lowest and/or best proposal.

Advertising dates: 5/7/17, 5/14/17

**ATHENS COUNTY ENGINEER
2017 ROADSIDE MOWING PROGRAM
SPECIFICATIONS**

GENERAL

Following are the specifications to be used in bidding a roadside mowing program for the year 2017. The contractor is to furnish all labor, equipment, and necessary items to perform the work.

LENGTH OF CONTRACT

The contract shall be for one (1) mowing season with an option of two (2) “mowing season renewals at year 1 bid prices”, provided the County Engineer and contractor are both in agreement each year.

ROADS TO BE MOWED

All Athens County roads are to be included in the contract. The total mileage to be mowed is 363.45 miles.

METHOD OF MOWING

All mowing along the pavement edge, including guardrail, shall be performed with the equipment moving in the direction of traffic flow.

All four rounds of mowing shall be mowed up to 12 feet from the edge of the road and shall be mowed at least 8 feet from the edge of the ditch to the opposite side of the ditch, or fence line, or crop line. Field adjustments may be made by the County Engineer’s representative for extenuating conditions. Contractor is permitted to use any mowing equipment that complies with this contract. The approximate time frame for each round of mowing is as follows:

Round No. 1: Begin mowing approximately June 26, 2017 and completed not later than August 4, 2017.

Round No. 2: Begin mowing approximately August 21, 2017 and completed not later than September 29, 2017.

Bidders should be aware that rainfall and growing conditions may necessitate revisions of the above dates as well as additional mowing cycles. Bidders shall be capable of adjusting to these demands and supply the services required.

The height of the grass after cutting shall be no more than *five (5) inches*.

The contractor shall control his rate of travel to insure that his equipment provides this result; as well as adjust his mowing times to avoid moisture conditions which inhibit these results. Areas being mowed shall be sufficiently dry so as not to cause rutting or other damage.

Intersections shall receive concentrated effort and extended treatment to insure that clear sight distances are obtained.

Obstacles in the cut area; signposts, mailboxes, poles, etc., shall be mowed as close to as possible with the equipment. The intent is to not arbitrarily circle or swerve around these items but rather to mow up to them.

The County Engineer shall establish the priority of roads to be mowed for each round and will advise the contractor of this before each round begins. Inspection will be provided by Athens County and the designated representative shall have the right to alter or suspend operations based on conditions and performance.

When mowing along surface treated roads in extremely warm weather, care should be taken so as not to pull up the pavement with tractor tires. It is suggested that the roads with excessive bleeding problems be mowed during cooler weather.

MOWING HOURS

The contractor shall operate his equipment only during the hours of daylight. No mowing shall be permitted on Sundays or holidays unless otherwise authorized.

POSTED "NO MOWING AREAS"

The contractor shall review the mowing routes with the County Engineer or his representative to familiarize the mowing operators with the areas not to be mowed. Violation of posted no mowing zones may subject the contractor to a \$100.00 penalty per violation.

REPORTS AND NOTIFICATION

The contractor shall notify the County Engineer 24 hours prior to starting the mowing operation for each round of mowing. In addition, the contractor will be required to provide the County Engineer daily, or as required by the Engineer, a highlighted county map indicating which roads have been mowed and to notify the County Engineer when each round of mowing has been completed.

METHOD OF PAYMENT

Contractor will be paid at the completion of each round of mowing, with approval by the County Engineer.

WAGE RATES

As determined by the Ohio Department of Industrial Relations prevailing wage section, this work is classified as maintenance and does not require payment of prevailing wage rates.

EQUIPMENT

Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the above operations in an approved and workmanlike manner without hindrance or delay. A minimum of two mowing units shall be utilized.

Contractor shall have enough satisfactory equipment and trained personnel that he can complete the work within the time limits stated. Prior to awarding a bid, the County Engineer or his assistant may inspect the equipment of the contractor to determine its suitability for highway work. The County Engineer may augment the mowing with other contract mowers if the contractor fails to progress in a timely manner. These costs would be **deducted** from the contractors pay.

Tractor/mower combinations shall be of suitable size to accomplish the mowing operations and still mow in close proximity (24") to posts, poles and other objects; as well as have the maneuverability required to mow between objects in close arrangements, such as poles and guy wires.

Equipment combinations shall not be configured such that a left side mower would extend horizontally into or over traffic lanes.

All equipment shall be equipped with the required safety devices and proper lights and signs in accordance with effective Federal and State or Ohio laws. All units shall be equipped with amber flashing lights visible to oncoming and trailing highway traffic, as well as slow moving vehicle signs.

LIABILITY

Contractor, while mowing, shall be cognizant of his liability and responsibility for public convenience and safety, protection and restoration of property, and responsibility for damages resulting from his acts of omission or commission.

The contractor shall procure for the protection of himself and his sub-contractor a policy of Public Liability Insurance which shall also hold harmless Athens County from liability, with limits of not less than:

Bodily injury in an amount not less than Five Hundred Thousand Dollars (500,000.00) for each person and One Million Dollars (1,000,000.00) for each occurrence.

Two Hundred Thousand Dollars (200,000.00) because of injury to property of others in any one accident.

The contractor shall also maintain Workmen's Compensation and Employer's Liability insurance for protection under the applicable State Workmen's Compensation Laws.

The contractor shall provide the county with certificates of such insurance contracts prior to any performance of work under the contract of construction.

BID BOND OR DEPOSIT

The bid if accompanied by a bid bond, shall be in the format as provided with these specifications. The bid bond may also be in the form of a certified check, cashier's check, or money order on a solvent bank. The bond must be for five percent (5%) of the total bid. Upon awarding of contract, all bonds or checks will be returned.

COST

The bid shall show each round bid as a unit price per road mile.

In the event any portion of the miles are not mowed, the County reserves the right to reduce the contract price by the unit price pertaining to the round not completed in the amount of the number of miles not mowed and multiplied by the applicable unit price.

SUSPENSION OF WORK

The County Engineer reserves the right to halt the mowing operations for a period of seven days before and seven days after the roadsides are chemically sprayed by the County if he deems it necessary. This may occur one (1) time during the year.

BIDS

Bids shall be submitted on the proposal forms provided by Athens County and included with these specifications. Any alteration or modification of the proposal forms may result in rejection of the proposal as non-responsive.

AWARD

The total bid for contract which produces the lowest proposal shall be the basis for consideration. In addition to cost benefit consideration, adequacy of equipment, personnel, previous experience, and other factors may be used in evaluating the bids. The Athens County Commissioners reserve the right to perform or nonperform any contract being bid and reserve the right to accept or reject any or all bids. The Athens County Commissioners may also waive any irregularities in the bidding and award the contracts to the bidder(s) who in their consideration offered the lowest and proposal.

**ATHENS COUNTY ENGINEER
2017 ROADSIDE MOWING PROGRAM**

Submitted bid proposal must include all pages herein, filled out completely. Also, Certificate of Liability Insurance and bid bond, certified check, cashier's check, or money order in the amount of 5% of the total amount bid must be included with your bid. The Athens County Engineer reserves the right to reject any and all bids. The Athens County Engineer reserves the right to terminate the contract with the contractor at any time, and for any reason.

*For Review Only
Official Bid Packet available at
Athens County Engineer's Office*

**ATHENS COUNTY ENGINEER
2017 ROADSIDE MOWING PROGRAM
PROPOSAL**

The undersigned, having full knowledge of the site, plans and specifications for the following improvement, and the conditions of this bid, hereby agrees to furnish to the Commissioners of Athens County all services, labor, materials, and equipment necessary to complete the entire project, according to the plans, specifications and completion dates, and to accept the unit prices specified below for each item as full compensation for work in this proposal.

<u>DESCRIPTION</u>	<u>ROUND</u>	<u>MILES</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
Contract Mowing	1	363.45	_____	_____
	2	363.45	_____	_____
TOTAL BID FOR CONTRACT				\$ _____

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Respectfully Submitted,

COMPANY: _____ ADDRESS: _____

SIGNED: _____

PRINTED NAME: _____ PHONE #: _____

TITLE: _____ FAX #: _____

DATE: _____ E-MAIL: _____

HOLD HARMLESS AGREEMENT CLAUSE

The contractor _____ agrees to indemnify and hold harmless and defend Athens County Commissioners, its officials, agents, servants, and employees from payment of any sum or sums of money to any persons whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the contractor, his employees, agents or subcontractors for any negligent act, error or omission in the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing) all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damaged property, claims, suits, costs, attorney's fees, cost of investigation and of defense.

It is further the intent of this agreement to hold the contractor responsible for the payment of any and all claims, suits, or liens due to any negligent act, error or omission in any way attributable to or asserted against Athens County Commissioners and/or its officials, agents, servants or employees as a result of the performance of this contract or asserted against both the Athens County Commissioners and the contractors.

In addition to holding Athens County Commissioners harmless, the contractor will provide defense for Athens County Commissioners, its officials, agents, servants and/or employees and will pay the costs of that defense.

Official Bid Packet available at
Athens County Engineer's Office

BY: _____
TITLE: _____
DATE: _____

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES**

STATE OF OHIO
COUNTY OF ATHENS

TO: ATHENS COUNTY COMMISSIONERS

The undersigned, being first duly sworn, having been awarded a contract by Athens County for _____

hereby affirms under oath, pursuant to Ohio Revised Code 5719.042, at the time the bid was submitted, my company was not charged 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 list.

In consideration of the award of the above 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 _____, 2017.

(SEAL)

Notary Public, In and for _____ County, Ohio.

My Commission Expires: _____

Official Bid Packet available at
Athens County Engineer's Office

**AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13
OF THE OHIO REVISED CODE**

STATE OF OHIO
COUNTY OF ATHENS:

Personally appeared before me the undersigned, as an individual or as a representative of

_____ for a contract for _____
(Name of Entity) (Type of Product or Service)

to be let by the County of Athens who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, (campaign contributions and reporting) and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. That none of the following has **individually** made within twenty four (24) months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following **individually** will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of \$1,000, to any member of the Athens County Board of Commissioners or their individual campaign committees:

- a myself
- b any partner or owner or shareholder of the partnership (if applicable);
- c any owner of more than 20% of the corporation or business trust (if applicable);
- d each spouse of any person identified in (a) through (c) of this section;
- e each child seven years of age to seventeen years of age of any person identified in divisions (a) through (c) of this section (only applicable to contributions made on or after January 1, 2007).

2. That none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of \$2,000, to any member of the Athens County Board of Commissioners or their individual campaign committees:

- a myself
- b any partner or owner or shareholder of the partnership (if applicable);
- c any owner of more than 20% of the corporation or business trust (if applicable);
- d each spouse of any person identified in (a) through (c) of this section;
- e each child seven years of age to seventeen years of age of any person identified in division (a) through (c) of this section.

Signature _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2017.

Notary Public, In and for _____ County, Ohio.

(SEAL)

My Commission Expires: _____

CORPORATE RESOLUTION

I, _____, Secretary of
(Individual Name)

_____ a/an _____ Corporation hereby certify that the
(Corporation Name) (State)

Board of Directors of said Corporation on the ___ day of _____, 2017, adopted

a resolution authorizing the _____, of this Company
(Corporation Title, i.e., President, Vice President, etc.)

namely, _____, to sign bid proposals, sign

and enter into any and all contracts and other instruments, sign and/or authorize for guaranty

and performance bonds for the furnishing of labor and materials at such price and upon such

terms and conditions, including any amendments or modifications thereto, as said

_____ in his sole discretion shall deem best,
(Corporation Title, i.e., President, Vice President, etc.)

and that said actions shall be binding upon the Corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said

Corporation at _____, this _____ day of

_____, 2017, and I further certify that said resolution is still in

full force and effect.

Corporate Secretary

Official Bid Packet available at
Athens County Engineers Office

FORM OF NON-COLLUSION AFFIDAVIT

State of Ohio

County of Athens

Bid Identification: _____

Contractor: _____

being first duly sworn, deposes and says that he is _____

(sole owner, a partner, president, secretary, etc.) of _____

the party making the foregoing bid; that such is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or to refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Official Bid Packet available at
Athens County Engineers Office

SIGNED: _____

TITLE: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2017.

Notary Public, In and for _____ County, Ohio.

(SEAL)

CONTRACT

This agreement made this _____ day of _____ by and between _____, herein after called the "Contractor," and Athens County, herein after called the "Local Public Agency."

WITNESSETH, that the Contractor and the Local Public Agency, for the considerations stated herein, mutually agrees as follows:

Article I: Statement of Work. The Contractor shall furnish all supervision, labor, tools, equipment, materials, hauling, and other items necessary to complete the Athens County Roadside Mowing in accordance with the "Notice to Bidders," "Bid Proposal" and "Specifications."

Article II: The Contract Price. Athens County and will pay the Contractor \$_____ for the performance of the Contract based upon the unit prices stipulated in the "Bid Blank."

In WITNESS WHEREOF, the parties have caused this Agreement to be executed this _____ day of _____, 2017.

By: _____

For Review Only
Official Bid Packet available at
Athens County Engineer's Office

Athens County Commissioners:

CERTIFICATE OF PROSECUTING ATTORNEY

The above contract has been approved by me as to form this _____ day of _____ ,
2017.

Prosecuting Attorney, Athens County, Ohio

CERTIFICATE OF COUNTY AUDITOR

I, _____, County Auditor of Athens County,
Ohio do hereby certify that there is in the Treasury or in the process of collection, the sum of:
_____ Dollars (\$ _____), to
pay for the contract between _____ and the Athens County
Commissioners, Athens County, Ohio and that said funds are un-appropriated for any other purpose.

Athens County Auditor

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