

BID SPECIFICATION
VILLAGE OF OTTAWA HILLS *revised 07/06/2021*
ANNUAL TREE PRUNING
Fall 2021- Spring 2023

I. INTENT OF THE VILLAGE

It is the intention of the Village of Ottawa Hills to receive competitive sealed bids for tree pruning of Village owned trees on Village property and on Village rights-of-way.

The Village will evaluate the bids to determine the best value for the Village taking into account cost, quality, reliability and service delivery as indicated in the bids submitted. Cost will not be the only factor considered. The experience of each bidder on contracts of similar size and scope will be a major consideration by the Village.

The quality of life for residents in the Village of Ottawa Hills is significantly enhanced by the number of trees both on private and public property and on the public right-of-way. Those trees are a major asset for the Village and its residents. Therefore, the Village expects that the successful bidder will have a demonstrated history of commitment to proper forestry management.

This program is intended to be an ongoing maintenance effort in specific geographic areas within the Village. The overall concept is to have the entire Village on a five year tree pruning cycle for all trees in the public rights-of-way and some trees on public property but not rights-of-way.

II. GENERAL CONDITIONS

PRE-BID MEETING

The purpose of the pre-bid meeting is to make certain that any bidders have a clear understanding of the expectation of the Village. It is intended to allow bidders to ask questions, make comment about the specifications and gain a thorough understanding of the expectations of the Village.

PRE-BID MEETING

DATE: Thursday, July 22, 2021
TIME: 9:00 a.m.
PLACE: 2125 Richards Road

At the pre-bid meeting a review of the specifications will occur for the purpose of establishing clarity. Questions regarding these specifications may be brought up at that time. It is possible that addendums will be issued regarding the specifications as a result of the pre-bid meeting. Attendance at the pre-bid meeting is not mandatory.

AWARD IN WHOLE OR PART, REJECT BIDS, COMMUNICATION

The Village reserves the right to award the bid in whole or in part to the bidder which, based upon cost, quality, reliability, experience and available resources will provide the best result for the Village.

The Village reserves the right to reject any and all bids or any part of any bid. The Village reserves the right to waive any irregularities, clerical or typographical errors contained in bids submitted.

The Village will not be responsible for verbal communication regarding these specifications. Any changes to the specifications will come in the form of specific written addendums to the specifications.

While verbal communication will not be considered as addendums or amendments to the specifications, it is incumbent upon the bidders to be familiar with the Village, these specifications and Village expectations.

BIDS TO BE OPENED AND READ

Bids will be received until **FRIDAY, July 30, 2021 AT 12:00 Noon**. Bids will be received in the office of the Village Administrator at 2125 Richards Road, Toledo, OH 43606.

At 12:00 noon bids will be opened and publicly read. **Bids received after this date and time will not be considered.**

SCOPE OF WORK

To provide all labor, supervision, equipment, services and expertise required to perform tree maintenance work in the Village of Ottawa Hills as specified herein. Since this work is of a potentially dangerous nature, and requires special expertise, it is to be performed by a contractor which derives a majority of its annual income from arboricultural work and whose employees are highly trained and skilled in all phases of tree service work. Contractors must have been in business for at least five years. The Village of Ottawa Hills may require proof of the contractor's involvement in tree service work.

All bidders must have in their possession or available to them by formal agreement at the time of bidding; trucks, devices, chippers, hand tools, aerial and other equipment and supplies which are necessary to perform the work as outlined in these specifications.

PRUNING OBJECTIVES/STANDARDS/ANSI A300 (PART 1)

Pruning shall be done as necessary to assure that each tree complies with the standards for tree pruning as identified by ANSI A300 (Part 1) Pruning Standards. Particular attention should be directed to Section 5 of the ANSI A300 standards dealing with pruning practices. ANSI A300 (Part 1) Pruning Standards are incorporated by reference as part of these specifications, unless these specifications describe another standard, procedure or requirement.

Pruning is to include removal of all dead wood, diseased or dying branches, crossing or rubbing branches, water sprouts or suckers.

The crown is to be thinned to allow light and air penetration and to reduce weight although, not more than 20% of the canopy is to be removed for light and air penetration.

LOCATION

A) Right-of-way trees

All trees in the public right-of-way on the streets as identified in the enclosed map (Attachment B). The widths of the rights-of-way on Village streets are described on the enclosed Attachment A.

B) Trees on street islands

All trees located on any street islands in the respective areas shall be included as part of the requirement for the year in which the street island is located.

C) Geresy Field

Geresy Field is located at the intersection of Indian Road and Evergreen Road. All trees in Geresy Field are to be included in this contract and shall be completed not later than March 31, 2022.

TRAFFIC CONTROL

It is the responsibility of the contractor to provide for traffic control to assure for safety of vehicular and pedestrian traffic as well as employees of the contractor. The contractor shall be solely responsible for such pedestrian and vehicular traffic, safety and control within the work site and shall provide warning devices, barricades and ground personnel when

necessary. Complete blocking of public streets shall not be permitted unless prior arrangements have been made with the Village.

UTILITY AGENCIES

It shall be the contractor's responsibility to contact and work with any overhead or underground utilities which may be affected during the tree pruning process.

QUALIFICATIONS

Pruning of shade trees shall only be performed by tree workers qualified through related training and/or on the job experience, who are familiar with techniques and hazards of arboricultural work including pruning, maintaining, repairing or removing trees, and the equipment used in such operations. Pruning of trees can be potentially hazardous and is to be undertaken only by qualified personnel or trainees under the direct supervision of qualified personnel. All tree workers and trainees are to be covered by Worker's Compensation, property damage, public liability and completed operations insurance. The Village requires that the successful bidder shall have at least one certified arborist under its employ who will be actively involved and engaged in the work or supervision of the work required by these specification.

The successful bidder will have a demonstrated history of completion of tree pruning contracts which are comparable in size and scope to the annual programs undertaken by the Village of Ottawa Hills.

CONSULTATION SERVICES

The successful bidder shall be expected to be available for consultation regarding tree problems, site visits and inspections on a "next day" basis; this includes consultation for village trees not within the contracted zones. In order to comply with this requirement, it is required that the successful contractor have a supervisor, and a certified arborist or horticulturist on staff and located in an office in the Toledo Metropolitan area. There will be no additional costs incurred by the Village for these services.

TREE DAMAGE

Unless specifically authorized, climbing irons, spurs or spikes are not to be used on trees to be pruned. Any tree damage caused by contractor is to be repaired immediately at no additional expense and to the satisfaction of the Village of Ottawa Hills or its representative. Trees damaged beyond repair, as judged by the Village of Ottawa Hills, are to be removed at no expense to the Village and replaced by tree of size and species designated by the Village. Such replacement will be at no additional expense to the Village.

REFERENCES

Each bid shall be accompanied by at least three (3) references. References shall include the dates worked, scope of work and a contact person at each location.

CLEAN UP

Clean up is to be completed within two hours after the debris has been placed around the site of each of the trees requiring pruning. The work site is to be left equal to or cleaner than pre-work conditions. Tree parts dropped or lowered from trees are to be kept off private property.

It shall be the responsibility of the contractor to remove and dispose of in a proper and acceptable manner all logs, brush and debris resulting from the tree maintenance operations. Wood may be left for residents if residents so desire. That wood not left for residents must be disposed of.

WORKING HOURS

The contractor will schedule work only from the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday unless authorized by the Village.

If, during the work day, contractor crews are to take a “lunch break”, “coffee break” or any other “rest break” lasting longer than 5 minutes such breaks are to be taken at a location outside of the Village of Ottawa Hills.

SUB-CONTRACTOR

The contractor shall not subcontract work under this contract unless written approval is granted by the Village. The subcontractor, as approved, shall be bound by the conditions of the contract between the Village and the contractor. The authorization of a subcontractor is to perform in accordance with all terms of the contract and specifications. All required notices, work orders, directives and requests for emergency services will be directed to the contractor. All directions given to the subcontractor in the field shall bind the contractors as if notice had been given directly to the contractor.

INSURANCE

Contractors shall maintain insurance as described below with companies (1) approved by the Village, (2) licensed in the state applicable to this contract, (3) on forms acceptable to the Village. Evidence of insurance shall be furnished to the Village on certificates of insurance showing that the following minimum coverage’s and limits of liability are maintained during the duration of this contract and in the instance of completed operations for a period of not less than 12 months from date of acceptance:

- a. Statutory workers’ compensation and employers’ liability. Certificate of insurance must evidence coverage in Ohio.
- b. Automobile liability insurance on any owned, non-owned or hired vehicle with limits of at least \$1,000,000 per occurrence combined single bodily injury and property damage.
- c. Comprehensive general liability including products liability, completed operations liability, blanket contractual liability, broad form property damage coverage and personal injury liability insurance with limits of at least \$1,000,000 per occurrence combined single limit.
- d. Certificate(s) of insurance evidencing (b) and (c) above shall stipulate: the Village has been made an additional insured under this policy with respect to all operations or services performed under the contract or purchase order by the contractor(s) or vendor(s) or subcontractor(s) thereof.
- e. Certificate(s) of insurance evidencing (a), (b) and (c) above will further stipulate: These policies shall not be canceled, nor reduced in coverage, until after thirty (30) days written notice of such cancellation or reduction shall have been mailed to this certificate holder at the address shown hereon.
- f. The insurance evident in (a), (b), and (c) above shall be primary and not entitled to contribution from any insurance maintained by the Village.
- g. The attached service contract form shall be completed by the successful bidder prior to the Village signing a contract.

The certificates herein described shall be on file with the Village before any work is started under contract or goods or services provided under purchase order.

The Village has the option to reduce or increase the Automobile Liability requirements in Insurance (b), or the Comprehensive General Liability requirements in Insurance (c), above for those contractors and vendors who meet certain criteria established per the Village’s procedures. Contractor or vendor shall be notified in writing prior to the time of signing the contract in the event increased or reduced liability requirements are required.

RIGHT TO TERMINATE

The Village will maintain the right to terminate any contract without advance notice, based upon unsatisfactory performance. The Village shall determine what constitutes unsatisfactory performance.

OTTAWA HILLS SERVICE CONTRACT

The successful bidder will be required to enter into a service contract with the Village of Ottawa Hills, a copy of which is attached and identified as Attachment C.

MULTI YEAR CONTRACT

Bids should be submitted with a price for both years; the bid shall be an itemized listing with a price for each zone. The Village may award the contract for either one or two years. The Village may award a different contractor for each year.

BID FORMS

Bids shall be submitted on the forms included with this specification.

BID BOND/PERFORMANCE BOND

Bids shall include a bid bond in the amount of 10% of the cost specified for the annual tree pruning program in the first year. The bid bond will be returned to unsuccessful bidders upon award of the contract to a successful bidder. After award of the bid, a performance bond must be provided by the successful contractor.

III. SPECIFIC CONDITIONS

A. ANNUAL PRUNING PROGRAM

PRUNING OBJECTIVES AND REQUIREMENTS

Routine pruning is intended to maintain and improve the tree health and structure and to eliminate potential safety hazards.

Unless required to meet the standard for raising and clearance, no live branch greater than four inches in diameter shall be removed without specific approval of the Village of Ottawa Hills.

The pruning done under these specifications shall be premium quality work with an emphasis on aesthetic considerations in addition to safety and structural integrity. It is intended to consist of the removal of a dead, dying, diseased, interfering, objectionable, obstructing and weak branches as well as selective thinning to lessen wind resistance.

- A. The contract for the Annual Pruning Program shall be for one year, with the Village having the option to expand for one additional year. The Village anticipates that the contract for the first year will commence on or about September 14, 2021 and for any subsequent years on January 1 of the appropriate year. The Village reserves the right to change the commencement date.

All work shall be completed by March 31, 2022 for the project year 2021/2022 and March 31, of each subsequent contracted year.

Such routine pruning shall be done during that time of year which is consistent with generally accepted standards for pruning. Therefore, it is expected that the pruning will occur while the tree is dormant.

- B. The annual tree pruning program will occur in the geographic area as described on the attached map of the Village (Attachment B). The attached map indicates the geographic areas and the year in which the geographic area is scheduled for the annual pruning program.

All trees, 1) right of way trees, 2) trees on street islands, 3) trees on Geresy Field, and 4) trees not in the public right of way as described in section of these specifications entitled LOCATION shall be the subject of the routine pruning. (Refer to the portion of these specifications entitled Location for additional information regarding location of trees to be trimmed.)

- C. Pruning shall be done as necessary to assure that each tree complies with the standards for tree pruning as identified by ANSI A300 (part 1) Pruning Standards. Particular attention should be directed to Section 5 of the ANSI A300 standards dealing with pruning types.

Pruning is to include removal of all dead wood, diseased or dying branches, crossing or rubbing branches, water sprouts or suckers.

The crown is to be thinned to allow light and air penetration and to reduce weight and wind resistance although, not more than 20% of the canopy is to be removed for light and air penetration.

- D. As part of the routine pruning program clearance shall be maintain at a height of 8 feet at the house/sidewalk side of the tree. Clearance on the street side of the tree shall be maintained at 14 feet.

An unobstructed view of street lighting, traffic lights and traffic signs shall also be required as part of the tree raising/clearance for street lighting, traffic lights and signs and shall be done in such a manner as to recognize that the Village is on a five year rotation.

- E. All wood over 3” in diameter shall be cut into 18” lengths. All other material is to be chipped. Wood or wood chips not requested by the adjoining property owner are to be disposed of in a manner and location approved by the Village.
- F. Both the Village of Ottawa Hills and the successful bidder agree that the timely completion of the specified work is important to the quality of life of Village residents, the financial forecasting of the Village and the peace, health, safety and welfare of the Village residents and visitors.

Therefore, regardless of any actual damage suffered or loss incurred, both parties agree that failure to complete the annual pruning program within the time period indicated in Section E above will result in a reduced payment to the contractor. The applicable lump sum payment shall be reduced by an amount of \$150.00 per day for each day that the annual pruning program is not completed after the dates identified in paragraph E above unless waived by the Village.

- H. The bid must be submitted on the form provided.

- I. The successful contractor will be expected to coordinate with Village representatives regarding the start of pruning under this contract. In order to assure that there is a clear understanding regarding Village expectations and compliance with specifications within the first ten days of commencement of work under this contract, a Village representative and other third parties selected by the Village will review contractor work. The purpose of this review is to assure that all parties involved have an understanding of the expectation and the appropriate manner by which the specifications will be met.

Periodically through the course of the contract such reviews by Village personnel and third party representatives of the Village may continue.

- J. The Village reserves the right to cancel any contract with any contractor related to unsatisfactory performance on the annual pruning program. Such cancellation shall not affect the hazard pruning program.
- K. Young, immature trees are to be included in the pruning and are to be pruned in accordance with industry standards recognizing the variety, location and other circumstances.
- L. Upon completion of pruning, each tree is to be marked with a small (2 inch) dot of green paint low on the trunk on the street side of the tree, or another method of identification as approved by the Village. The purpose of this requirement is to allow the Village to monitor the progress of the contractor.

B. HAZARD PRUNING AND REMOVALS

In addition to the annual pruning program the Village wishes to receive a bid for hazard pruning and tree removals. The evaluation of this bid will be based on the hourly rate for a two person crew and a bucket truck as well as other items identified in these specifications. Obviously, each removal will be different but the basis for evaluating the bid will be those items described in the general conditions as well as the cost for a two person crew and a bucket truck on an hourly basis.

Hazard pruning and removal will be done on an individual basis as authorized by a representative of the Village of Ottawa Hills. Typically, it will be the removal of a dead street tree including removal of the stump to a depth of at least twelve inches.

On occasion it will involve hazard removal of a pruning nature, typically a dead limb which may be dangerous. Normally, the hazard pruning and removals will occur involving street trees although there will be occasionally a removal of a tree on Village owned property in the floodplain area. Therefore, any bidder must have the ability to go off road to accomplish the necessary tasks. It is expected that the same contractor will be awarded both the hazard pruning and removal contract and the annual pruning program contract. However, award of both contracts to the same company is not necessary.

The Village reserves the right to cancel any contract with any contractor related to unsatisfactory performance on the hazard pruning and removals portion of the contract. Cancellation of such contract will not affect the annual pruning program contract.

IV. SPECIAL NOTES

It shall be the responsibility of the contractor to identify to the Village any trees which are in need of removal or have extraordinary conditions which may constitute a threat to the public safety or to the ongoing health of the tree.

V. PAYMENT

Annual Pruning Program

Annual payment will be made in one lump sum at the completion of the required work by the contractor. Final completion will be as determined by the Village of Ottawa Hills.

Hazard Pruning and Removal

Payment will be made within 30 days of invoice receipt.

INSPECTION/COMPLIANCE WITH SPECIFICATIONS

Prior to payment for the annual pruning program, an inspection will be made by Village officials in conjunction with representatives of the contractor to determine that the pruning complies with these specifications. Additionally, the Village may rely on input and advice from representatives of other agencies, such as the Ohio Department of Natural Resources, to aid in the review of specifications and compliance.

RIGHTS-OF-WAY DESIGNATIONS

The right-of-way width for each street in Ottawa Hills is identified in the attached exhibit. All trees in the right-of-way are subject to the requirements of the specifications.

LEFT BLANK INTENTIONALLY

2021,2022,2023
TREE PRUNING BID -VILLAGE OF OTTAWA HILLS
2125 RICHARDS ROAD
TOLEDO, OH 43606

BID OPENING – July 30, 2021 at 12:00 P.M. – 2125 Richards Road, Toledo, Ohio 43606

INCLUDED WITH THIS BID

- _____ Bid bond 10% of first year lump sum bid
- _____ Proof of Workers Compensation
- _____ Liability Insurance
- _____ References
- _____ Attended the pre-bid meeting – not mandatory

BID ITEM – ANNUAL PRUNING PROGRAM

- A. Year 1 - District 2021-2022 as identified
Fine pruning designated trees _____ Lump sum
To be completed no later than 03-31-22
- B. Year 2 - District 2022-2023 as identified
Fine pruning designated trees _____ Lump sum
To be completed no later than 03-31-23

BID ITEM – HAZARD PRUNING AND REMOVALS

- A. Year 1 – Hourly cost for a 2-person crew and a bucket truck
(9/14/21 to 3/31/22) _____/Hour
- B. Year 2 – Hourly cost for a 2-person crew and a bucket truck
(4/1/22 to 03/31/23) _____/Hour

The undersigned has read and understands these bid specifications and commits to provide the services identified in these specifications at the prices indicated.¹

Signature Print Name

Company Date

Address Telephone

¹This bid specification consist of sections:

- Intent of the Village
- General Condition
- Annual Pruning Program
- Hazard Pruning and Removals
- Attachments, “A”, “B”, “C”
- Special Notes

HOLD HARMLESS CLAUSE

“To the fullest extent permitted by law, _____ agrees to defend, pay in behalf of, and hold harmless the Village of Ottawa Hills against any and all claims, demands, suits, losses, including all costs connected therewith, for any damage which may be asserted, claimed or recovered against or from the Village of Ottawa Hills, its elected and appointed officials, employees, volunteers or all others working in behalf of the Village of Ottawa Hills, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of the alleged negligence of Village of Ottawa Hills and/or in any way connected or associated with this contract.”

Submitted by _____
Company

Name of Individual

Date

**CONTRACT ATTACHMENT
DELINQUENT PERSONAL PROPERTY TAX STATEMENT
(O.R.C. SECTION 5719.042)**

I _____, _____
NAME TITLE

of _____
NAME OF COMPANY

affirm that at the time that I submitted the Bid for _____

to the Village of Ottawa Hills on _____, 20__ that _____
NAME OF COMPANY

was/was not charged with delinquent Personal Property Taxes by the _____ County Auditor.

(If personal Property Taxes are delinquent, complete the following section)

The amount of delinquent Personal Property Taxes due _____ County are \$ _____ and unpaid penalties and interest are \$ _____.

SIGNATURE

COMPANY

DATE

Before me appeared _____ on this _____ day of _____, 202__

NOTARY PUBLIC _____

ATTACHMENT A

RIGHT-OF-WAYS WITHIN THE VILLAGE LIMITS ALPHABETICALLY LISTED BY STREET

From center line of street

Ashborne Place	50'
Avatar Court	40'
Bancroft Street	
Village Limit to Talmadge	80'
Talmadge to Brookside	60'
Brookside to Secor	120'
Bexford	50'
Bonnie Brae Circle	50'
Bonniebrook	50'
Boshart Place	60'
Brantford Road	50'
Brittany Road	
Underhill to Edge of Plat 7	100'
Remaining	50'
Brookside Road	
Central to Bancroft	60'
Bancroft to Village Limit	50'
Brookview Road	60'
Canterbury Court	50'
Carriage Hill	60'
Challedon Court	60'
Central Avenue	60'
Citation N and S	40'
Cheryl Lane	40'
Chestnut Hill	50'
Collinway	60'
Darlington	50'
Damascus Drive	60'
Dauber Drive E and W	60'
Derby Road	60'
Dundas Road	50'
Dunkirk Road	50'
Edgehill Road	
Brittany to Underhill	50'
Underhill to Valleyview	60'
Edgevale Road	50'
Emkay	60'
Evergreen Road	60'
Exmoor	40' and 59'
Falmouth	50'
Fordway	60'
Forestvale	60'
Forestview	50'

Gallatin Road	50'
Grimsby	50'
Halifax Road	50'
Hardale	60'
Hasty Road	100'
Hawthorn	50'
Hempstead Road	50'
Hillandale	60'
Indian Road	
Central to Hempstead	60'
Hempstead to Secor	120'
Innisbrook	50'
Inlands Court	60'
Kirkwall Road	50'
Manchester Road	50'
Miner Road	50'
Northmoor	50'
Olde Brookside Road	60'
Orchard Road	
Indian to Bancroft	60'
Bancroft to Secor	50'
Orkney Road	60'
Osborn	
Evergreen to Bexford	63'
Bexford to Ashborne	73'
Parke Road	50'
Pehlam Road	50'
Pembroke Road	50'
Richards Road	60'
Ridgewood Road	40'
Riva Ridge	60'
Scarborough Road	50'
Secor Road	60'
Secretariat Road	60'
Sheraton Road	50'
Sulphur Spring	50'
Talmdage Road	
Bancroft to the Ottawa River	80'
Ottawa River to Indian	60'
Indian to Central	100'
Underhill Road	50'
Valleyview	60'
Westchester Road	60'
Wicklow	50'
Whitehall	60'
Woodhill	60'

ATTACHMENT C
Service Contract
Village of Ottawa Hills, Ohio

This contract made this _____ day of _____, 2021 between the Village of Ottawa Hills hereinafter referred to as the Village, and _____ hereinafter referred to as the contractor.

The Contractor hereby agrees as hereinafter set forth:

TO PROVIDE services as herein specified and if not able to specifically comply, have included proposed alternatives as attachments hereto.

1. **The Work.** For and in consideration of the payments to be made by the Village to the Contractor, the Village and the Contractor agree that the Contractor at its own proper cost and expense shall perform the following Work:

Tree pruning services for the Village consistent with the bid submitted by the contractor on _____ and the related documents all of which are attached and made part of this contract.

2. **Contract Time.** The Services shall commence on or about September 14, 2021. The Services shall be completed no later than March 31, 2022, and may be extended by the Village for 1 additional year.

3. **Payments.** Upon conclusion of the work described in each year in Section 8 of this contract, the Contractor shall submit to the Village a written Application for Payment identifying the Work completed. The Village shall approve payment of and pay to the Contractor any and all fees, charges and amounts due to Contractor for services performed.

4. **Liquidated Damages.** Contractor is responsible to the Village for the safe and prompt performance of contracted services, and to meet all of the Village's performance specifications and criteria. In the event that contractor breaches this agreement or fails to deliver said contracted services as required by the terms of this agreement, contractor agrees that the Village may assess liquidated damages in the amount of \$150 per day for each day that the contractor fails to abide by the terms of this agreement.

5. **Assignment of Contract.** The Contract shall be deemed to be exclusive between Village and Contractor. This Contract shall not be assigned by the Contractor without first obtaining permission in writing from the Village. The Village may refuse to accept any substitute Contractor for any reason.

6. **Insurance.** The Contractor shall procure and maintain, for the duration of the contract, at its sole expense and cost, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Contractor shall maintain limits no less than the following:

- h. Statutory workers' compensation and employers' liability. Certificate of insurance must evidence coverage in Ohio.
- i. Automobile liability insurance on any owned, non-owned or hired vehicle with limits of at least \$1,000,000 per occurrence combined single bodily injury and property damage.
- j. Comprehensive general liability including products liability, completed operations liability, blanket contractual liability, broad form property damage coverage and personal injury liability insurance with limits of at least \$1,000,000 per occurrence combined single limit.
- k. Certificate(s) of insurance evidencing (b) and (c) above shall stipulate: the Village has been made an additional insured under this policy with respect to all operations or services performed under the contract or purchase order by the contractor(s) or vendor(s) or subcontractor(s) thereof.
- l. Certificate(s) of insurance evidencing (a), (b) and (c) above will further stipulate: These policies shall not be canceled, nor reduced in coverage, until after thirty (30) days written notice of such cancellation or reduction shall have been mailed to this certificate holder at the address shown hereon.
- m. The insurance evident in (a), (b), and (c) above shall be primary and not entitled to contribution from any insurance maintained by the Village.
- n. The attached service contract form shall be completed by the successful bidder prior to the Village signing a contract.

7. **Verification of Insurance.** Contractor shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds.

8. **Indemnification.** The contractor assumes liability for all injury to or death of any person or persons including employees of the contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in any way accrue against the Village, its officials, agents and employees, arising from the negligence or willful conduct in the performance of this work by the Contractor or its employees.

The Contractor shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village, its officials, agents and employees, in any such action, the Contractor shall, at its own expense, satisfy and discharge the same.

9. **Contract Sum.** The Village shall pay the Contractor for the performance of the work, at the unit prices set forth below:

Year 1 – District 2021-2022 to be completed no later than 03/31/2022	\$
Year 2 – District 2022-2023 to be completed no later than 03/31/2023	\$

10. **Final Payment.** Final payment, constituting the entire unpaid balance of the contract sum, shall be paid by the Village to the Contractor within 30 days of final approval by the Village.

11. **Notices.** Written notices between Village and Contractor shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the above parties as follows:

a. If to Village:

Village of Ottawa Hills
Attn: John Wenzlick
2125 Richards Rd.
Ottawa Hills, OH 43606

b. If to Contractor:

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this contract requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

12. **Entire Contract.** This Contract (including the contract documents) represents the entire and integrated Contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. In case of conflict between the terms contained herein and those contained in the Specifications, the terms in the Specifications shall control. This Contract may only be amended or a provision hereof waived by the parties by written instrument executed by authorized signatories of the Village and Contractor.

13. **Contractor Investigation.** The Contractor represents that it has, before executing this Contract, carefully examined the provisions of this Contract, inspected in detail the site of the proposed Work, investigated and become familiar with all the local conditions affecting the contract and is fully acquainted with the detailed requirements of the Work. By executing this Contract the Contractor conclusively assures and warrants to the Village that it has made these examinations and that it understands all requirements for the performance of the Work. The Contractor shall be responsible for all errors resulting from its failure or neglect to comply with the provisions of the Contract and agrees that the Village will, in no case, be responsible for any costs, expenses, losses, or change in anticipated profits resulting from a failure or neglect of the Contractor to make these examinations.

13. **Compliance with Laws.** This agreement shall be governed by the laws of the State of Ohio. All rights and obligations under this agreement are subject to all applicable federal, state and local laws and regulations. In the event that any terms of this agreement conflict with any applicable statute, rule or regulation, the agreement shall be deemed revised to conform with such statute, rule and regulation. The waiver of any breach shall not constitute a waiver of any subsequent breach of this agreement.

14. **Miscellaneous.** If any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not

affect the other provisions hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein. The waiver of any breach of this agreement shall not constitute a waiver of any subsequent breach. This agreement shall be construed and enforced pursuant to the laws of the State of Ohio. This agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one document. Contractor is an independent contractor and nothing herein shall be construed as inconsistent with that relationship or status

15. **Good Faith.** The parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

16. **Arbitration.** If any controversy or claim arising out of this Agreement cannot be settled by the parties, the controversy or claim shall be settled by arbitration in Toledo, Ohio, in accordance with the rules of the American Arbitration Association then in effect, and judgment upon an arbitration award may be entered in any Court having jurisdiction.

17. **Warranty.** The Contractor hereby provides warranty that all work furnished and performed under this contract against any defects in workmanship or material for a period of one (1) year following the date of acceptance of the work by the Owner. Under this warranty, the Contractor agrees to make good without delay at his own cost and expense any failure of any part of the work due to faulty materials, construction or installation or to the failure of any equipment to perform successfully all work put upon it within the limits of the specifications and further make good any damage to any part of the work caused by such failure. Said Contractor also agrees that the Contractor's Performance Bond if required by the Village shall fully cover all guarantees in this article contained.

18. **No Waiver.** The failure of either party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provision, of any other provision or of the right of such party thereafter to enforce any such provision or other provision.

19. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio applicable to agreements made and to be performed entirely within such State.

20. **No Agency.** Contractor shall be an independent contractor who shall have sole control of the manner and means of performing under this Agreement. Nothing in this Agreement shall be deemed to constitute Contractor an agent of Village or to establish a relationship of any kind between the parties. Contractor shall have no authority to bind or to act on behalf of Village.

21. **Remedies.** In the event of a breach by Contractor, Contractor recognizes and acknowledges that the remedy at law, including monetary damages, may be inadequate and that Village shall be entitled to an injunction restraining Contractor from violating its obligations, in addition to any other remedy that it may have. In the event legal action arises with respect to this Agreement, the prevailing party shall be entitled to an award of costs, expenses and reasonable attorneys' fees incurred in such an action.

Executed as of the date first written above.

VILLAGE OF OTTAWA HILLS
2125 Richards Rd.
Ottawa Hills, OH 43606
419-536-1111

By: John Wenzlick

Date

By: _____

Date _____