

Cosgray Land Rental

February 21, 2013

Parks & Open Space

6555 Shier Rings Road

Dublin, Ohio 43016





**City of Dublin
Requests Bids for
The Rental of Land for Farming/Agricultural Purposes**

Section I

Intent and Purpose

It is the intent of this document to solicit bids for the purpose of renting 96.324(+/-) tillable acres of land to a qualified individual for the purpose of planting, maintaining, and harvesting crops, only. The City owns 96.324 (+/-) tillable acres that it desires to rent to the highest bidder for those reasons previously stated. A description of the land and location is attached as Exhibit A.

Section II

General Requirements

1. The successful bidder will be permitted to access the land via Houchard Road, as needed, to prepare the land, plant, maintain, and harvest crops.
2. The successful bidder shall only have access to those acres described in Exhibit A. The successful bidder shall in no way materially alter the land other than for the purpose of preparing soil and harvesting crops
3. The successful bidder will farm the land using sound and accepted farming practices.

Section III

Payment/Cost

The successful bidder will pay the City the cost per acre as submitted on the bid form in the following installments:

- 25% of total cost prior to start
- 75% of total cost due no later than December 1, 2013

Section IV

Insurance and Indemnification

1. Insurance. The following insurance requirements are designed to protect the City of Dublin from liability imposed on the City for use of property under the City's

ownership or control. Below are minimum insurance requirements which shall be maintained by the successful bidder during the contract period:

- A. Secure and maintain, at its own expense, Commercial General Liability Insurance on an “occurrence” basis with liability limits in the minimum amounts of \$1,000,000.00 per occurrence covering Personal Injury, Bodily Injury and Property Damage. The City of Dublin shall be added as an “Additional Insured”.
- B. Cancellation Notice. Commercial General Liability Insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to:

City of Dublin
Attn: Risk Management Specialist
5200 Emerald Parkway
Dublin, Ohio 43017
- C. Hold harmless/Indemnification Agreement, Exhibit “B,” signed by the successful bidder in the form provided by or approved by the City.
- D. Depending on the nature of the successful bidder, the City may require any or all of the following additional coverages:
 - 1. Worker’s Compensation Insurance in accordance with all applicable statutes in the State of Ohio.
 - 2. Secure and maintain, Motor Vehicle Liability Insurance with a minimum combined single limit of \$1,000,000 per occurrence.

The City may deny use or declare a contract void if the successful bidder fails or refuses to meet these insurance requirements.

Section V

Bidding Process

- 1. Bidders shall submit their bids using the Bid Form attached here to as Exhibit “C.” The completed Bid Form must be placed in a sealed envelope marked “Cosgray Land Rental Bid” and addressed to Mr. Fred Hahn, Director of Parks & Open Space, City of Dublin, 6555 Shier Rings Road, Dublin, Ohio 43016-8716. Bids must be submitted no later than 11:00 a.m. (local time) on Thursday, February 21, 2013 at the City of Dublin Service Center, 6555 Shier Rings Road, Dublin, Ohio.

2. Bids will be opened and publicly read at 11:00 a.m. (local time) on Thursday, February 21, 2013 at the City of Dublin Service Center, 6555 Shier Rings Road, Dublin, Ohio.
3. Bidders are to specify the crop to be planted. Should the successful bidder desire to plant a crop different than otherwise specified on Exhibit C at the time of submittal, he shall notify the City prior to planting.
4. A signature page is enclosed as Exhibit "D" and will be executed between the City and the successful bidder. Upon execution of Exhibit "D," these specifications, the successful bidder's Bid Form and submitted proof of insurance will serve as the contract documents.

Section VI

Contract Terms

1. The rental period will be effective immediately upon execution of Exhibit "D" and shall end December 1, 2013.
2. The City's 2% income tax is applicable on the successful bidder's net profit and on any wages paid to employees conducting work on the premises.
3. The successful bidder shall provide the City with the name, address and phone number of an individual who shall serve as the successful bidder's point of contact to the City.
4. The City reserves the right to sell and/or develop the land to be rented or cause the farming of the land to be rented to cease at any point. Should the City exercise this option, the City agrees to pay current and fair market value to the successful bidder for crops that have been planted and not yet harvested. Additionally, should the City exercise this option, after crops have been planted and during the growing season the successful bidder shall not be required to pay the per acre rental fee for those acres affected.
5. Should additional acreage owned by the City become available for farming, the successful bidder shall be given the right of first refusal. The cost to the successful bidder for any additional acreage shall be the same cost as awarded under this original bid. Farming rights on additional land shall be granted via letter signed by both parties.
6. Should the City or its agents or interested parties access the site for any purpose and cause damage to crops, the successful bidder shall be reimbursed for damages. Costs for damage shall be calculated based upon the current market rate at the time the damage was caused. It shall be the intent of the City to minimize access to the site.

7. The City will provide a renewal option as follows:

“Upon mutual agreement between the City and the successful bidder, the successful bidder may be awarded a renewal of this contract annually, up to an additional two (2) years beyond the initial one year contract, for a total of three (3) years. Such a renewal will be based upon the terms and conditions of the original specifications/contract. Modifications to the original specifications/contract may be made upon mutual written agreement by both parties. Any annual renewal shall be executed in writing.”

8. The City hereby agrees to extend a grace period to the successful bidder for the removal of crops should weather related circumstances not allow removal prior to December 1. This grace period is not intended to be extended beyond March 1 except under extreme conditions. The successful bidder must request the grace period from the City, in writing, no later than December 1 of the year of the contract or any extended terms.

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Exhibit A Description of Land

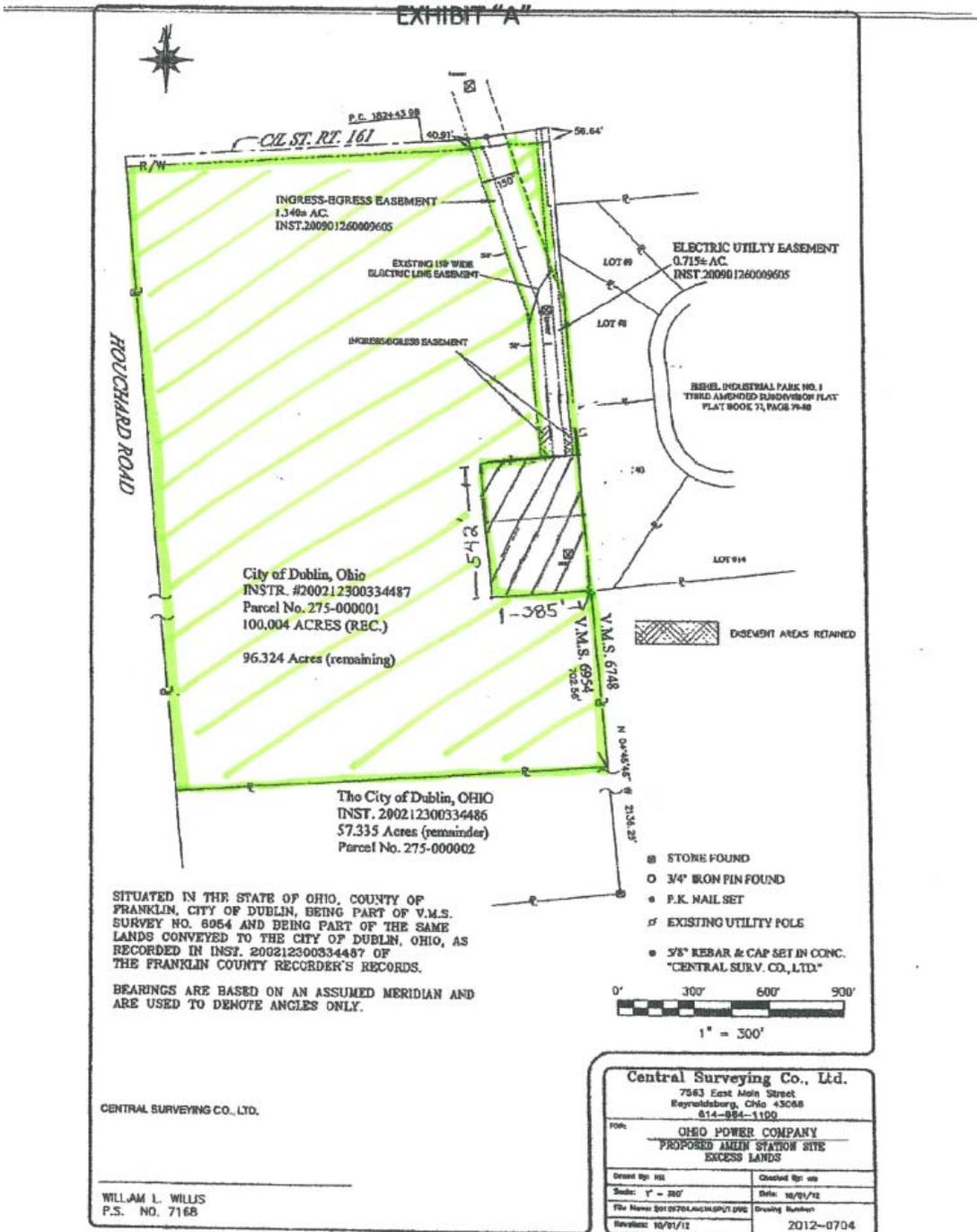


Exhibit B

Indemnity/Hold Harmless Agreement

To the fullest extent by law, the undersigned agrees to indemnify and hold the City of Dublin (City), its respective officers, agents, and employees and volunteers harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness, or disease (including death result at any tie therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the successful bidder, or anyone acting in its behalf in connection with or incident to the (successful bidder) Rental of Land for Farming/Agricultural Purposes,, except that the successful bidder shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the successful bidder shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commence thereunder. And the successful bidder shall pay any and all judgements which may be recovered in any suit, action or proceeding, and any and all expense, including but not limited to costs, attorney's fees and settlement expenses which may be incurred therein.

Name: _____

Authorized Signature: _____

Address: _____

Phone: _____

Date: _____

Exhibit C

Bid Form

Crop to be planted: _____

Rental cost per acre (in figures): _____

Rental cost per acre (in words): _____

Bidder's Name: _____

Bidder's Address: _____

Bidder's Phone Number: _____

Bidder's Signature: _____

Exhibit D

Signature Page

By signing below the parties to this Agreement acknowledge the successful completion of the bid process and enter into a Contract as required in the specification document.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on _____, 2013.

THE CITY OF DUBLIN

By: _____
Marsha Grigsby
City Manager

By: _____
Printed Name: _____

Title: _____

Notary Public: _____

Notary Public: _____

Approved as to form:

Law Director

Date: _____

**APPROVAL OF DEPARTMENT/DIVISION HEAD
MANAGING CONTRACTOR/SERVICE**

Division Head: _____

Date: _____

Department Head: _____

Date: _____