

City of Mentor

BID SET

**2026 Purchase of Road Repair, Restoration and
Fertilizing Materials
For Various Locations throughout
the City of Mentor**

Date: January 2026

**Approved By:
Lorne Vernon, Public Works Director**

CITY OF MENTOR OFFICIALS

ADMINISTRATION

Kenneth J. Filipiak, City Manager

Mate Rogonjic, Finance Director

Joseph P. Szeman, Law Director

David A. Swiger, City Engineer

Lorne Vernon, Director of Public Works

Kenneth Kaminski, Director of Parks, Recreation and Public Facilities

Kevin Malecek, Director of Economic Development and International Trade

Kathy Cantanzrithi, Planning Director

Kenneth Gunsch, Chief of Police

Ron Zak, Fire Chef

COUNCIL

Sean P. Blake, President

John A. Krueger, Vice President

Matthew E. Donovan

Janet A. Dowling

Charles E. Pinkerman

Ray Kirchner

Scott J. Marn,

Julie Schiavoni, Clerk

THE CITY OF MENTOR
8500 CIVIC CENTER BOULEVARD
MENTOR, OH 44060

SPECIFICATIONS AND PROPOSAL FORMS FOR:

**2026 PURCHASE OF ROAD REPAIR,
RESTORATION and FERTILIZING MATERIALS**

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CITY OF MENTOR
PURCHASING OFFICE

INFORMAL PROPOSAL DUE DATE: JANUARY 16, 2025 @ 11:00 AM

ALL BIDS SUBMITTED MUST INCLUDE A PROPERLY EXECUTED ***BID SUBJECT TO ACCEPTANCE AS CONTRACT.***

Please contact KYLE KASKY, at 440-974-5774 or
Kasky@cityofmentor.com should you have any questions or concerns.

I. INFORMAL PROPOSAL REQUEST

The CITY OF MENTOR will receive informal proposals at the Purchasing Office, 8500 Civic Center Blvd., Mentor, OH 44060, on or before Friday January 16, 2025 for:

**2026 PURCHASE OF ROAD REPAIR, RESTORATION
and
FERTILIZING MATERIALS FOR VARIOUS
LOCATIONS WITHIN THE CITY OF MENTOR**

Bids must be in accordance with specifications and on forms provided herein.

Please contact Kyle Kasky, 440-974-5774 or
Kasky@cityofmentor.com should you have any questions or concerns, thank you in advance.

II.

INSTRUCTIONS TO BIDDERS

The Instructions to Bidders governs, except where amended by the Specifications.

The Bidder is responsible for reading and understanding all items herein:

1. Except as otherwise provided herein, the Instructions to Bidders, Proposal-Contract Form, and all specifications, drawings and other documents referred to herein shall be a part of the contract.

2. **DEFINITIONS:**

- A. The term "Bidder" or "Contractor" shall mean the corporation, partnership or individual proposing or under contract to furnish the material, labor, and/or equipment listed in the Specifications.
- B. The term "City" shall mean the City of Mentor, Ohio.
- C. "Calendar Day" shall mean every day shown on the calendar.
- D. "City Manager" shall mean the Mentor City Manager or his duly authorized representative.

3. **PROPOSAL:** To be entitled to consideration, a proposal must be made in accordance with the following instructions:

- A. **Preparation:** Each proposal shall be submitted on the forms furnished by the City. All signatures shall be clearly and legibly written in long hand. No oral, facsimile or telephonic proposal or modifications will be considered. Each proposal shall show the breakdown for each item as directed on the Proposal-Contract Form. All proposals shall be considered informal which contain items not specified in the Proposal-Contract Form.

Prices for material and equipment shall include transporting and delivery to any place designated on the City's purchase order, within the corporate limits of the City. In the event of a discrepancy between unit proposal prices and extension thereof, the unit proposal price shall govern.

- B. **Names of Bidders:** Each proposal shall give the full business address of the Bidder(s) and be signed by them with their usual signature. Proposals by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Proposals by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the President, Secretary or other person authorized to bind it in the matter.

The name of each person signing shall also be typed or printed below the signature. A proposal by a person

who affixes to their signature the word "President," "Secretary," "Agent" or other title without disclosing their principal may be held to be the proposal of the individual signing.

When requested by the City, satisfactory evidence of the authority of the officer or agent signing on behalf of a corporation or partnership shall be furnished.

- C. **Delivery:** The proposal shall be sealed in an envelope, addressed to:

City of Mentor
c/o Purchasing Department
8500 Civic Center Boulevard
Mentor, Ohio 44060

and delivered to the office of the Purchasing Coordinator on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the Bidder, the general item(s) proposed, and the date the proposals are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Proposals will be opened and read immediately thereafter, in 2nd Floor Conference Room, Mentor Municipal Center. Proposals received after the date and time specified will be returned unopened to the Bidder.

- D. **Proposal to Include All Work:** Each proposal shall include all equipment, material, supplies or services described in the Instructions to Bidders, Specifications, Proposal-Contract Form and all drawings.

- E. **Withdrawal of Proposal:** Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a Bidder in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened.

- F. **Acceptance or Rejection of Proposal:** The City reserves the right to accept any proposals within sixty (60) calendar days after the same are opened, as provided above. The City reserves the right to accept any proposals which, in its opinion, are deemed to be in the best interest of the City. The City reserves the right to reject any or all proposals.

In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the Specifications.

- G. **Proposal Bond or Check:** Each proposal must be accompanied by a cashier's or certified check, an irrevocable letter of credit, or by a proposal bond, signed by a surety company authorized to do business in the State of Ohio, in the amount of five (5) percent of the pro-

posal and made payable to the City of Mentor, as a guarantee that the contract will be honored in the event it is awarded to the Bidder, and as a guarantee that the Bidder to whom the contract is awarded will sign all documents necessary to formalize the contract, if any.

H. Forfeiture of Check or Proposal Bond: If the Bidder to whom the contract is awarded shall fail to honor the contract, or fail to sign the documents necessary to formalize the contract, if any, the deposit accompanying the proposal shall thereupon be forfeited to the City for and as liquidated damages. The work may then be readvertised or awarded to the deemed second best Bidder as the City may determine.

I. Quantities: The quantities of the work shown on the Specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for comparison of the proposals only. The City reserves the right to decrease or increase any quantities and to eliminate any item(s) on the plans or proposal.

J. Informal Proposals: Proposals may be rejected for the following reasons:

- 1) If the proposal is on a form other than that furnished by the City or if the form is altered or any part thereof detached.
- 2) If there are any unauthorized additions, conditional or alternate proposals, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.
- 3) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a proposal limiting the maximum gross amount of awards acceptable to any one Bidder at any one proposal letting, provided that the City will make any selection of awards.
- 4) If the proposal does not contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

4. A. Competency of Bidders: No proposal will be considered unless the Bidder submitting the same shall furnish evidence satisfactory to the City Manager that they have the necessary equipment, ability and financial resources to fulfill the conditions of the contract and Specifications. Previous experience and responsibility of the Bidders will be considered in awarding the contract. No contract will be awarded to any Bidder who is in arrears to the City upon debt or contract, or who is in default as surety or otherwise upon any obligation to the City.

B. Disqualification of Bidders: Any of the following reasons may be considered as being sufficient for the disqualification of a Bidder and the rejection of their proposal or proposals.

1) More than one proposal for the same work from an individual, firm or corporation under the same or different names.

2) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any further work of the City until any such participant shall have been reinstated as a qualified Bidder.

3) Proposal prices that obviously are unbalanced.

5. WRITTEN AND ORAL EXPLANATIONS: Should a Bidder find discrepancies in, or omissions from, the drawings or Specifications, or should they be in doubt as to their meaning, they shall at once notify the City, which may send written instructions to all Bidders. The City will not be responsible for any oral instructions.

6. ADDENDUM OR MODIFICATION: Any addendum or modification issued during the time of bidding shall be covered in the proposal and in awarding a contract, such addendum or modification will become part thereof. In the event any such addendum or modification is issued by the City within 72 hours of the time set for the closing of proposals, excluding Saturdays, Sundays and legal holidays, the time for submitting proposals shall be extended one (1) week, with no further advertising of proposals.

7. TAX EXEMPTIONS: The City is exempt from federal excise and transportation taxes and Ohio State sales tax. Prices quoted should not include either federal excise or Ohio State sales tax. Tax exemption certificates covering these taxes will be furnished upon request.

The transportation tax is not applicable on any purchase consigned to the City and no tax exemption certificate is required. If for any reason a contemplated purchase would not be tax exempt, this fact will be indicated in the Specifications, and such taxes may be included in the price or shown as a separate item in the proposal.

8. DISCRIMINATION: In hiring of employees for the performance of work under this contract or any subcontract, neither the Contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex or handicap discriminate against any citizen of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates.

Neither the Contractor, subcontractor, nor any person in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex or handicap.

9. INSURANCE: If the Specifications indicate insurance is required, then the Contractor shall obtain and pay for the following types of insurance:

(a) Commercial General Liability insurance with minimum limits of not less than \$1,000,000 combined single limit. Coverage is to include contractual liability, a per

project general aggregate limit, primary and non-contributory other insurance provision, waiver of subrogation in favor of the City and additional insured status for the City including ongoing operations and products and completed operations. If such coverage is written on a Claims Made or Claims Made and Reported basis, (i) such coverage will have a retroactive date that is equal to or that precedes the date of the contract and be maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract, (ii) may be replaced with other Claims Made or Claims Made and Reported coverage with a retroactive date that is equal to or that precedes the date of the contract and maintained for a minimum period of not less than three (3) years after the termination or expiration of the contract or (iii) may be cancelled after the termination of or expiration of the contract only if it is replaced by an extended reporting period with a duration of not less than three (3) years.

- (b) Automobile Liability insurance providing coverage for all owned, non-owned and hired automobiles with minimum limits not less than \$1,000,000 combined single limit. Coverage shall include additional insured status for the City and a waiver of subrogation for the City.
- (c) Worker's Compensation which meets all statutory minimum requirements

All policies must be written with insurance companies acceptable to the City. All policies are to provide the City with thirty (30) days advanced written notice of cancellation or non-renewal with the exception of cancellation for non-payment of premium which shall be ten (10) days. Contractor shall supply certificates of insurance evidencing the required coverage and shall furnish renewal certificates thirty (30) days prior to the renewal date. Failure of the City to request certificates does not relieve the Contractor from the obligation to maintain the required insurance.

- 10. **LIABILITY:** The Bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description, whether or not well founded by law, brought or recovered against it, by reason of any act or omission of said Bidder(s), their agents, subcontractors or employees, in the execution of the contract, or for the use of any patented inventions by said Bidder. A sum sufficient to cover aforesaid claims, including attorneys' fees, may be retained by the City from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.
- 11. **ROYALTIES AND/OR LICENSE FEES:** The Bidder shall pay all royalties and license fees. The Bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind or nature whatsoever, arising out of the use by the City, its officers and agents of any item, appliance, apparatus or mechanism, material or service which may be furnished or installed by the Bidder under the terms of this contract, including patent or copyright infringement, and to defend the City from any and all such liabilities whether or not such claims are well founded by law.

- 12. **ASSIGNMENT OF CONTRACT:** The Bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or right, title or interest in or to the same, or any part thereof, without previous consent in writing from the City Manager, endorsed on or attached to the contract.
- 13. **CANCELLATION:** Should the material(s) supplied or delivered to the City under this contract fail at any time to meet the Specifications required by the contract, then in such event, the City may cancel this contract upon written notice to the Bidder.
- 14. **CONTROL OF WORK:** The City Manager, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and Specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.
- 15. **CLAIMS FOR ADJUSTMENT AND DISPUTES:** If, in any case, the Contractor deems that additional compensation is due for work or material not clearly covered in the contract or not ordered by the City Manager as extra work, as defined herein, the Contractor shall notify the City Manager in writing of their intention to make claim for such additional compensation before they begin the work on which the claim is based. If such notification is not given and the City Manager is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor, and the fact that the City Manager has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim, after consideration by the City Manager, is found to be just, it will be paid as extra work in the amount as approved by the City Manager.
- 16. **DURATION OF CONTRACT:** The duration of the contract shall be for the period stated in the Specifications, and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed period unless otherwise noted in the Specifications.
- 17. **PURCHASES:** After a contract has been signed, it shall only become operative upon delivery to the Bidder a duly signed purchase order. The City shall only be obligated under the contract to the extent of such purchase order. The City shall not become liable for any claims in the event that the total quantity of material ordered or services performed under the contract should prove to be greater or less than the estimated amount in the Specifications.
- 18. **DELIVERY:** The Bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days.

If deliveries are not made within such period, then the City may purchase such items in the open market; and if the prices paid by the City shall be greater than the contract price, the Bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain.

Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the Bidder has noted the delivery time in the appropriate space on the Proposal-Contract Form.

19. **PAYMENT OF INVOICES:** Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Accounts Payable Department. Payments may be made on a basis of estimated partial completion of work or delivery, and the City may withhold a percentage of each partial payment until completion of the contract. The City may withhold a percentage of the final estimate for a specified period as a guarantee. Such a procedure for partial payments must be provided for in the Specifications.

20. **CONTRACT BOND:** The successful Bidder will be required to furnish the approved bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Law Director, including sureties.

In lieu of a performance bond the City may elect to hold the Proposal Deposit Check, submitted with the proposal, until the contract has been fulfilled. **Any deviation from the required one hundred percent (100%) figure will be noted in the Specifications.**

21. **GENERAL:** Contractors shall furnish all labor, equipment, materials, services and supplies necessary to complete the proposed work. All work shall be performed according to all standards of good workmanship complete in every detail. Contractors shall coordinate their work with the work of others and, upon completion, remove tools, equipment, waste and debris and leave the site in "broom-clean" condition. Contractors shall warrant all equipment, materials, services and supplies with the normal and usual warranties, including, where applicable, warranties of merchantability and fitness for a particular purpose.

22. **WAIVERABILITY:** The City of Mentor reserves the right to accept any part of any proposal and reject all or parts of any and all proposals, and waive any informalities in the bidding procedure.

23. **PREVAILING WAGE:** Contractors must comply with ORC Chapter 4115 when applicable. It is the Contractor's responsibility to contact the City's Prevailing Wage Coordinator to determine requirements.

24. **TAXES:** Contractor shall pay and/or withhold all sales, consumer, use, employment and other taxes (including the City of Mentor 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the

United States, State of Ohio and City of Mentor which are applicable during the performance of the work.

QUESTIONS: Call the Finance Department at (440) 974-5774.

III. BUSINESS ENTITY RESOLUTION

_____, of _____
(Name of Officer) (Name of Business Entity)

an _____ Business Entity hereby certifies that the following is a true
(State where incorporated/organized if applicable)

and correct copy of a resolution duly adopted by the Board of Directors of _____,
(Business Entity Name)
on _____, _____, to wit:
(Month, Day) (Year)

"Resolved, that _____ * of this Business Entity, namely
(Name of Officer)

_____, be and he/she hereby is authorized and directed to enter into any and all
(Title of Officer)

contracts, bid guaranty and performance bonds with **THE CITY OF MENTOR, OHIO**, for the purpose of

furnishing labor and/or materials as to _____
(Title of Bid)

at such price and upon such terms and conditions, including any amendments or modifications thereto, as

said _____ in his/her sole discretion shall deem best,
(Title of Officer)

and that said actions shall be binding upon the Business Entity.

"Resolved, further, that said _____ * be, and he/she further is
(Name of Officer)

hereby authorized and directed to execute and deliver unto said **CITY OF MENTOR, OHIO** other
instruments which in his/her discretion he/she shall deem necessary to carry out the forgoing resolution."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Business Entity
(if applicable) at _____ this _____ day of _____, _____, and I
further certify that said resolution is still in force and effect.

SECRETARY

SEAL

*Name must agree with signature on page Bidders Acceptance to Contract

***THIS PAGE HAS BEEN INTENTIONAL OMITTED IN ATTEMPT TO KEEP RECORD
OF A PLANHOLDERS LIST.***

***CONTRACT (BAC-1) AVAILABLE ONLY BY CONTACTING KYLE KASKY AT
KASKY@CITYOFMENTOR.COM OR (440)974-5774***

B. NOTICE OF AWARD

Whereas, _____ responded to an invitation to bid as to purchase Civic Center Recreation Waterslide Replacement Project and whereas said bid by _____ was approved by the City Council as the lowest and best bid, now, therefore, the City of Mentor awards the contract subject to final acceptance below to _____ to be performed pursuant to the terms and conditions specified in the following documents (component parts):

1. Instructions to Bidders
2. Bond or Certified Check
3. Specifications: General Requirements/Contractor's Responsibilities
4. Proposal/Contract Form
5. Other

Kyle Kasky, Purchasing

Date

C. VENDOR AGREEMENT

_____. hereby agrees to perform the services as bid and agrees to abide by all terms and conditions as identified. In the event of contradiction or ambiguity between the paragraphs contained in the *Instructions to Bidders* versus the other more specific paragraphs under *Specifications: General Requirements/ Contractor's Responsibilities, Proposal/Contract Form, Other*, the paragraphs in the *Specifications: General Requirements/Contractor's Responsibilities, Proposal/Contract Form and Other*, shall control. And whereas, the City of Mentor intends to be bound by the contract, it will pay to _____. the sums so stated in the *Proposal/Contract Form* upon satisfactory delivery of the goods and/or performance of the service.

_____, has reviewed the above component parts of the contract documents and finds no ambiguity in the terms and conditions thereof.

Date

D. ACCEPTANCE BY THE CITY OF MENTOR

THE FOREGOING CONTRACT IS HEREBY ACCEPTED AS TO ALL OF THE COMPONENT PARTS AND, IN SPECIFIC, TO ITEM(S) #

Item(s) # 1

Pursuant to Ordinance _____ Passed on _____.

By the Council of the City of Mentor, for the period through _____.

FUNDS AVAILABLE:

David W. Malinowski, *Finance Director*

_____ *Date*

Kenneth J. Filipiak, *City Manager*

_____ *Date*

APPROVED AS TO FORM:

Joseph P. Szeman, *Law Director*

_____ *Date*

ESCROW WAIVER

In accordance with a certain Contract between the City of Mentor, (hereinafter referred to as "the Owner") and _____ (hereinafter referred to as "the Contractor"), it is mutually agreed by and between the parties hereto that no escrow account will be established pursuant to Sections 153.13, 153.14 and 153.63 of the Ohio Revised Code nor shall any interest be paid on any retainage.

CITY OF MENTOR

Kenneth J. Filipiak, City Manager

COMPANY

Company President

DELINQUENT PERSONAL PROPERTY STATEMENT

_____ having been awarded a contract by the City of Mentor, hereby affirms under oath, pursuant to Ohio Revised Code Section 5719.042, that at the time the bid was submitted, my company **was / was not** charged with delinquent personal property taxes on the General Tax List of Personal Property for Lake County, Ohio.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Lake County, Ohio, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest, shall be set forth below.

This statement shall be incorporated into the Contract made between the City of Mentor and _____ and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part hereof.

Delinquent Personal Property Tax \$ _____

Penalties \$ _____

Interest \$ _____

Signed: _____
Company President

Subscribed in my presence, and sworn to before me, this _____ day of _____, 2026.

Signed: _____
(Notary Public)

AFFIDAVIT
OF COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

STATE OF OHIO

COUNTY OF LAKE

_____ being duly sworn deposes and states as follows:

1. I am duly authorized to make the statements contained herein on behalf of _____ ("the Contracting Party").
2. The Contracting Party is a/an (select one):
 - Individual, partnership, or other unincorporated business association (including without limitation, a professional association organized under Ohio Revised Code Chapter 1787), estate, or trust;
 - Corporation organized and existing under the laws of the State of _____;
 - Labor organization.
3. I hereby affirm that the Contracting Party and each of the individuals specified in R.C. 3517.13(I) (with respect to non-corporate entities and labor organizations) or R.C. 3517.13(J) (with respect to corporations) are in full compliance with the political contribution limitations set forth in R.C. 3517.13(I) and (J), as applicable.
4. I understand that a false representation on this certification will incur penalties pursuant to 3517.992 (R)(3).

Affiant further sayeth naught.

By: _____

Title: _____

SWORN TO BEFORE ME and subscribed in my presence this _____ day of _____, 2026.

Notary Public

My commission expires: _____

V. SPECIFICATIONS FOR THE PURCHASE OF ROAD REPAIR AND RESTORATION MATERIALS

A. GENERAL REQUIREMENTS

1. Scope: This contract shall be for the purchase of a variety of materials to be used for road and other repairs within the City of Mentor.
2. Delivery/Bid Prices: Bidders are requested to furnish unit prices for items listed on the Proposal-Contract Form. Two (2) schedules are listed.

Delivery of material(s) will be made to the Public Works Maintenance Facility storage yard, 6645 Hopkins Road; Black Brook Golf Course, 8900 Lake Shore Boulevard; Mentor Cemetery, 6881 Hopkins Road, or any other site within the City as designated by the Director of Public Works or the Director of Parks and Recreation. The minimum delivered quantity of concrete shall be stated with the bid. For certain delivery locations the City of Mentor may specific a straight truck.

Note: "Will Call Status" 24-hour minimum notice 1-1/2hour delivery time.

3. Award: The contract will be awarded on a unit price basis.
4. Bid Deposit: Section 3G of the Instructions to Bidders is hereby amended. Bidders will **NOT** be required to submit a certified check or bid bond.
5. Contract Bond: Section 20 of the Instructions to Bidders is hereby amended. A bond will **NOT** be required from each vendor awarded an item or items.
6. Contract Period: This contract shall be in effect from date of award through December 31, 2026.

B. MINIMUM REQUIREMENTS/ROAD REPAIR MATERIALS

1. All materials listed shall be in accordance with the most recent edition of the State of Ohio, Department of Transportation, Construction and Materials Specifications unless otherwise specified.
2. The bidder will be required to notify the Director of Public Works with the proposed source of materials. At the option of the city, those materials will be inspected and/or tested.

B. MINIMUM REQUIREMENTS/ROAD REPAIR MATERIALS (Continued)

3. All course and fine aggregate shall meet all the requirements of the ODOT Construction and Material Specification handbook, Section 703. At the request of the Director of Public Works, test analysis shall be provided.
4. Sand Stone Grit shall be suitable for highway ice control.
5. Topsoil must be screened $\frac{1}{2}$ " minus screen size. Soil texture is determined with a textural classification triangle (see attachment A). Soils should have a pH of 6.3-7. Topsoil will contain between: 0%-20% clay; 20%-60% sand; and 60%-90% loam.

Delivery will be on "Will Call Status" 24-hour minimum notice/1-1/2 hour delivery time.

6. Bunker Sand/RipRap Stone - Bidders are requested to furnish a unit price and include delivery to Black Brook Golf Course, 8900 Lake Shore Boulevard.

C. MINIMUM REQUIREMENTS PUBLIC WORKS AND CEMETERY

1. ***ALL CONCRETE FOR PUBLIC WORKS AND CEMETERY will be delivered within eighteen (18) hours of placing order.*** Mentor Public Works at 6645 Hopkins Road, Mentor Municipal Cemetery at 6881 Hopkins Road, and at all locations throughout the city. First load by 8:00 a.m. The City reserves the right to cancel order by 7:00 a.m. the day of pour.
2. Driver will be required to remain with the load and transport same from Cemetery section to section as directed by supervisor. Off loading may require up to 1-1/2 hours per load.
3. Contractor to submit demurrage charges, if applicable.

D. MINIMUM REQUIREMENTS/HERBICIDE AND FERTILIZERS

1. Scope: This contract shall be for the purchase of a variety of materials to be used for fairway and golf greens maintenance at Black Brook Golf Course.

2. Delivery/Bid Prices: Bidders are requested to furnish unit prices for items listed on the Proposal-Contract Form. Two (2) schedules are listed.
3. Deliveries will be scheduled for Monday through Friday 7:00 a.m. to 3:30 p.m. The possibility exists that deliveries may be requested after 3:30 p.m. on weekdays and possibly on Saturdays. The contractor will be expected to accommodate all such requests.
4. If Schedule "A" is awarded for Fertilizers/Herbicides for Black Brook Golf Course, deliveries of the material will be made to the 8900 Lake Shore Boulevard storage building, or any other site within the City as designated by the Director of Parks, Recreation and Public Lands. The minimum delivered quantity of fertilizer/herbicide shall be stated with the bid. For certain locations and delivery, the City of Mentor may specify a straight truck.
5. If Schedule "B" is awarded, the city will pick up the material. Bidder shall state where pick-ups are to be made.
6. The price quoted should include all freight charges to any point in the City of Mentor.
7. The City reserves the right to inspect and/or test the material offered by the contractor.

FOR 2025 ROAD REPAIR AND RESTORATION MATERIALS

*****ALTERNATES/SUBSTITUTES FOR ORIGINAL REQUESTED ITEM(S) MUST BE NOTED *****

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
1.	#1 Limestone	1-A _____/ton	1-B _____/ton
2.	#4 Limestone	2-A _____/ton	2-B _____/ton
3.	#6 Limestone	3-A _____/ton	3-B _____/ton
4.	#8 Limestone	4-A _____/ton	4-B _____/ton
5.	#9 Limestone Screenings ALTERNATE #10 Screenings	5-A _____/ton	5-B _____/ton
6.	#9 Limestone, No Screenings	6-A _____/ton	6-B _____/ton
7.	#57 Limestone	7-A _____/ton	7-B _____/ton
8.	#67 Limestone	8-A _____/ton	8-B _____/ton
9.	* #304, Crushed Aggregate	9-A _____/ton	9-B _____/ton
10.	* #411, Limestone Stabilized Crushed Aggregate	10-A _____/ton	10-B _____/ton
11.	#601C Limestone	11-A _____/ton	11-B _____/ton
12.	#57 Fines	12-A _____/ton	12-B _____/ton
13.	#57 Crushed Bank Gravel	13-A _____/ton	13-B _____/ton
14.	#57 Washed Bank Gravel	14-A _____/ton	14-B _____/ton
15.	* #703.03, Sand	15-A _____/ton	15-B _____/ton
16.	Mason Sand	16-A _____/ton	16-B _____/ton
17.	#301, Asphalt Concrete Base PG64-22	17-A _____/ton	17-B _____/ton
18.	Sheet Asphalt, PG64-22 w/7% AC	18-A _____/ton	18-B _____/ton
19.	#448, Asphaltic Concrete, Surface Course, Type 1, Med Traffic PG64-22	19-A _____/ton	19-B _____/ton
20.	Cinders	20-A _____/ton	20-B _____/ton
21.	Concrete, Class C Delivered less load schedule	21-A _____/cy	21-B _____/cy
22.	Concrete, Class FS Delivered less load schedule	22-A _____/cy	22-B _____/cy
23.	Concrete, Class MS Delivered less load schedule	23-A _____/cy	23-B _____/cy
24.	Foundation PSI 3,000 (Cemetery) Delivered less load schedule	24-A _____/cy	24-B _____/cy

FOR 2025 ROAD REPAIR AND RESTORATION MATERIALS

*****ALTERNATES/SUBSTITUTES FOR ORIGINAL REQUESTED ITEM(S) MUST BE NOTED *****

ITEM #	DESCRIPTION	SCHEDULE-A DELIVERED	SCHEDULE-B PICK-UP
25.	Low Set Motor (LSM) Low Strength Delivered less load schedule	25-A _____ /cy	25-B _____ /cy
26.	Fiber Mesh Residential Delivered less load schedule	26-A _____ /cy	26-B _____ /cy
27.	Fiber Mesh Commercial Delivered less load schedule	27-A _____ /cy	27-B _____ /cy
28.	Calcium Chloride Delivered less load schedule	28-A _____ /25lb bag	28-B _____ /25lb bag
29.	Retarder for Concrete Delivered less load schedule	29-A _____ /cy	29-B _____ /cy
30.	Topsoil (screened)	30-A _____ /ton	30-B _____ /ton
31.	Sand Stone Grit	31-A _____ /ton	31-B _____ /ton
32.	Armor Stone	32-A _____ /cy	32-B _____ /cy

Golf Course Materials:

33.	TD 45 Silica Sand	33-A _____ /ton	33-B _____ /ton
34.	Divot Mix	34-A _____ /cy	34-B _____ /cy
35.	Topdressing with Profile	35-A _____ /ton	35-B _____ /ton
36.	Signature 700 Bunker Sand	36-A _____ /ton	36-B _____ /ton
37.	80-20 Sand Peat	37-A _____ /ton	37-B _____ /ton
38.	Riprap Rock Type C	38-A _____ /ton	38-B _____ /ton
39.	#8 Silica for Bunker Drainage	39-A _____ /ton	39-B _____ /ton
40.	Champion Rye Seed	40-A _____ / 50lb bag	40-B _____ / 50lb bag
41.	Trophy Turf Type Tall Fescue	41-A _____ /50lb bag	41-B _____ /50lb bag
42.	Sport Mix Blue/Rye	42-A _____ /50lb bag	42-B _____ /50lb bag
43.	Shade Mix	43-A _____ /50lb bag	43-B _____ /50lb bag
44.	Dominant Xtreme Bentgrass	44-A _____ /25lb	44-B _____ /25lb
45.	007 Bentgrass	45-A _____ /25lb	45-B _____ /25lb
46.	777 Bentgrass	46-A _____ /25lb	46-B _____ /25lb

FOR 2025 ROAD REPAIR AND RESTORATION MATERIALS

***ALTERNATES/SUBSTITUTES FOR ORIGINAL REQUESTED ITEM(S) MUST BE NOTED ***

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
<i>Turf Care</i>			
47	16-0-16 Foltec SG	47-A _____ 13.6# /bag	47-B _____ /bag
48	18-9-18 Contec DG AGENCY	48-A _____ /bag 40lb	48-B _____ /bag 40lb
49	32-0-5 Acel/Dimen AGENCY	49-A _____ /bag 50lb	49-B _____ /bag 50lb
50	18-24-12 Starter	50-A _____ /bag	50-B _____ /bag
51	21-22-4 Tenacity	51-A _____ /bag	51-B _____ /bag
52	Alpha Nova	52-A _____ /gal	52-B _____ /gal
53	24-0-18 100% Meth 100%EXPO 22-0-22 70% BCMU 150 SGN	53-A _____ /bag 50lb	53-B _____ /bag 50lb
54	22-0-3 Dаратion + Titan 22-0-3 PCU	54-A _____ /bag 50lb	54-B _____ /bag 50lb
55	Foliar Phosphite STARPHITE 0-0-26	55-A _____ / gal	55-B _____ / gal
56	18-0-5/.15 Dim/25% 18-0-6 .15% DIM/25% PCV	56-A _____ /bag 50lb	56-B _____ /bag 50lb
57	12-0-0 .37 Prodiamine	57-A _____ /bag 50lb	57-B _____ /bag 50lb
58	Acelepryn Insecticide SPRAYABLE	58-A _____ /bag 40lb	58-B _____ /bag 40lb
59	Iprodione	59-A _____ / gal	59-B _____ / gal
60	Traction AGENCY	60-A _____ / gal	60-B _____ / gal
61	Revert	61-A _____ / gal	61-B _____ / gal
62	Xzemplar AGENCY	62-A _____ /144 oz	62-B _____ /144 oz
63	Propiconazole	63-A _____ / gal	63-B _____ / gal
64	Tebuconazole	64-A _____ / gal	64-B _____ / gal
65	Chlorothalonil	65-A _____ / gal	65-B _____ / gal
66	Paclobutrazol	66-A _____ /gal	66-B _____ /gal
67	Trinexapac-ethyl	67-A _____ /gal	67-B _____ /gal
68	Pylex	68-A _____ /4.0 oz	68-B _____ /4.0 oz
69	Q4 Plus Herbicide AGENCY	69-A _____ / gal	69-B _____ / gal
70	Momentum Millenineum Ultra 2 AGENCY	70-A _____ / gal	70-B _____ / gal

FOR 2025 ROAD REPAIR AND RESTORATION MATERIALS

***ALTERNATES/SUBSTITUTES FOR ORIGINAL REQUESTED ITEM(S) MUST BE NOTED ***

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
71	ProSedge Herbicide/ EMPERO	71-A _____ /1.33 oz	71-B _____ /1.33 oz
72	Aloft AGENCY	72-A _____ /64 oz	72-B _____ /64 oz
73	Proxy Ethephon	73-A _____ / gal	73-B _____ / gal
74	Bifenthrin UPSTAR	74-A _____ /gal	74-B _____ /gal
75	Glyphosate MAKAZE	75-A _____ / gal	75-B _____ / gal
76	Prodiamine RESOLUTE	76-A _____ / gal	76-B _____ / gal
77	Tank Cleaner Erase Spray ALL CLEAR	77-A _____ /qt	77-B _____ /qt
78	Microyl Crop Oil	78-A _____ /gal	78-B _____ /gal
79	pH Acid	79-A _____ / gal	79-B _____ /gal
80	Turf Pigment (Green) SARGE 2.0	80-A _____ /gal	80-B _____ /gal
81	Foliar Pak Armament K 0-0-25 LOKOMOTIVE	81-A _____ /gal	81-B _____ /gal
82	Turfcide AGENCY	82-A _____ / gal	82-B _____ / gal
83	Velista AGENCY	83-A _____ /22 oz	83-B _____ /22 oz
84	Maxtima AGENCY	84-A _____ / gal	84-B _____ / gal
85	Navicon AGENCY	85-A _____ /gal	85-B _____ / gal
86	Segment II AGENCY	86-A _____ / gal	86-B _____ / gal
87	Gypsum	87-A _____ / bag 50lb	87-B _____ / gal
88	Imidichloprid	88-A _____ / gal	88-B _____ /gal
89	Radiate Next	89-A _____ / gal	89-B _____ / gal
90	Silstar	90-A _____ / gal	90-B _____ / gal
91	SST 8% Ca	91-A _____ / gal	91-B _____ / gal
92	Max N- Pact K	92-A _____ / gal	92-B _____ / gal
93	Acelepryn Extra	93-A _____ / gal	93-B _____ / gal
94	Feature Pro LQ	94-A _____ / gal	94-B _____ /gal
95	LI 700	95-A _____ / gal	95-B _____ / gal
96	Navicon	96-A _____ / gal	96-B _____ / gal

FOR 2025 ROAD REPAIR AND RESTORATION MATERIALS

*****ALTERNATES/SUBSTITUTES FOR ORIGINAL REQUESTED ITEM(S) MUST BE NOTED *****

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
97	Quinclorac	97-A _____ / gal	97-B _____ / gal
98	Maxtima	98-A _____ / gal	98-B _____ / gal
99	Triple Crown Insecticide	99-A _____ / gal	99-B _____ / gal
100	Anuew EZ	100-A _____ / gal	100-B _____ / gal
101	Azoxy	101-A _____ / gal	101-B _____ / gal
102	Snapshot	102-A _____ / 50lb bag	102-B _____ / 50lb bag
103	Chaser 2 Herbicide	103-A _____ / gal	103-B _____ / gal
104	ChipCo Signature	104-A _____ / gal	104-B _____ / gal
105	Suprado	105-A _____ / gal	105-B _____ / gal
106	Posterity XT	106-A _____ / gal	106-B _____ / gal
107	Mec Amine D	107-A _____ / gal	107-B _____ / gal
108	Lontrel	108-A _____ / gal	108-B _____ / gal
109	Quicksilver	109-A _____ / gal	109-B _____ / gal
110	Mancozeb WDG	110-A _____ / lb	110-B _____ / lb
111	Daconil Z	111-A _____ / gal	111-B _____ / gal
112	Thiophanate Methyl	112-A _____ / gal	112-B _____ / gal
113	Pilar G	113-A _____ / 50lb bag	113-B _____ / 50lb bag
114	Mizer	114-A _____ / gal	114-B _____ / gal
115	Terra-Mar	115-A _____ / gal	115-B _____ / gal
116	Feature AC	116-A _____ / gal	116-B _____ / gal
117	Propiconazole 41.8	117-A _____ / gal	117-B _____ / gal
118	Lokomotive	118-A _____ / gal	118-B _____ / gal
119	Mefenoxym	119-A _____ / gal	119-B _____ / gal
120	Plunge Wetting Agent Tablets	120-A _____ / 12 pack	120-B _____ / 12 pack
121	Sarge 2.0 Green Dye	121-A _____ / gal	121-B _____ / gal
122	40-0-0 Fertilizer	122-A _____ / 40 lbs	122-B _____ / 40 lbs
123	Chipco 26019 Fungicide	123-A _____ / gal	123-B _____ / gal
124	Speed Zone Herbicide	124-A _____ / gal	124-B _____ / gal

FOR 2025 ROAD REPAIR AND RESTORATION MATERIALS

***ALTERNATES/SUBSTITUTES FOR ORIGINAL REQUESTED ITEM(S) MUST BE NOTED ***

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
Cemetery			
125	Fertilizer with Merit 15-0-4 Grubout	125-A _____ / 40 lbs	125-B _____ / 40 Lb.
126	Escalade 2SC (2.5 Gallon)	126-A _____ / 2.5 gal	126-B _____ / 2.5 gal
127	Seed Contractor #25	127-A _____ / 25 lbs	127-B _____ / 25 Lb.
128	Fertilizer with Prodiamine 13-0-0 Prodiamine 25% SRN	128-A _____ / 40 lbs	128-B _____ / 40 LB.
129	Seed Sun Mix 25#	129-A _____ / 25 lbs	129-B _____ / 25 LB.
130	Fertilizer 19-19-19	130-A _____ / 40 lbs	130-B _____ / 40 LB
131	Profile Blend 50/50 Profile Hydromulch Blend	131-A _____ / 50 lbs	131-B _____ / 50 LB.
132	Cover Grow Seed Air (Cover Grow 40#)	132-A _____ / 40 lbs	132-B _____ / 40 LB
133	Starter Fertilizer with Tenuity (21-22-04 Meso)	133-A _____ / 40 lbs	133-B _____ / 40 LB.
134	Perennial Rye Mix (seed 3-Way Rye)	134-A _____ / 25 lbs	134-B _____ / 25 LB.

STATEMENT OF BIDDER QUALIFICATIONS

- 1) Years in business providing the goods or service requested in this bid _____
- 2) Please list on a separate sheet(s), contracts with municipalities previously held, and now held. Please list by community name, contact person, address, phone number and scope of project (starting with the most recent).
- 3) Is your company in satisfactory financial condition? Yes No
- 4) How many miles is your facility from the Mentor Municipal Center? _____
- 5) Please list on a separate sheet(s) the equipment to be used in fulfilling this contract.
- 6) Identify the project manager who will be assigned to this project and applicable years of experience managing comparable jobs. _____

For the following questions, on a separate sheet, please describe in full the circumstances for any Yes answer.

- 7) Has your company had any business interruptions as a result of financial conditions in the past two (2) years? Yes No
- 8) Has your company been rejected for a public contract despite being a low bidder for any reason? Yes No
- 9) Has your company had any claims against or a performance bond cancelled? Yes No
- 10) Has your company paid penalties or liquidated damages imposed as a result of delay on a public project? Yes No
- 11) Has your company been found to have committed an unfair labor practice or any other employment/labor law violation in such areas as discrimination, prevailing wage, Workers' Compensation or OSHA? Yes No
- 12) Has your company in the last three (3) years had a municipal contract cancelled or terminated? Yes No

STATEMENT OF BIDDER QUALIFICATIONS (CONTINUED)

BIDDER NAME (print/type): _____

BIDDER ADDRESS: _____

BIDDER CONTACT: _____

BIDDER PHONE NUMBER: _____

BIDDER FAX NUMBER: _____

BIDDER E-MAIL: _____

Federal Tax Identification Number: _____

State Tax Identification Number: _____

Ohio Entity Number: _____