

Expiration: December 31, 2020

City of Mentor

2020 Road Repair and Restoration Materials

Approved by: Matt Schweikert
Director of Public Works
January 14, 2020

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

SPECIFICATIONS AND PROPOSAL FORMS FOR:
2020 ROAD REPAIR AND RESTORATION MATERIALS

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CITY OF MENTOR
PURCHASING OFFICE

DATE: January 31, 2020

12:00 noon

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

SECTION IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT has been intentionally omitted. Please contact VERONICA FETSKO, at 440-974-5776 or fetsko@cityofmentor.com to arrange for a copy of the omitted form.

I. LEGAL NOTICE

The CITY OF MENTOR will receive sealed bids at the Purchasing Office, 8500 Civic Center Blvd., Mentor, Ohio 44060, until 12:00 p.m. (local time) on January 31, 2020 for:

2020 ROAD REPAIR AND RESTORATION MATERIALS

Bids must be in accordance with specifications advertised on the City of Mentor website: www.cityofmentor.com/category/rfp or RFP's will be available for the cost of printing, pick-up at the Purchasing Office. The bidder shall be responsible to check for Addenda and obtain same from the website.

Kenneth Filipiak, City Manager
(cityofmentor.com/news/legalnotices)

NEWS HERALD:

PUBLISH DATES:

January 17, 2020
January 24, 2020

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 proposal 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) 974-5776.

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

BER-1

*Name must agree with signature on *Bid Subject to Acceptance as Contract Form*.

IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT

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

SECTION IV. BID SUBJECT TO ACCEPTANCE AS CONTRACT has been intentionally omitted. Please contact VERONICA FETSKO, at 440-974-5776 or fetsko@cityofmentor.com to arrange for a copy of the omitted form.

B. NOTICE OF AWARD

Whereas, _____ responded to an invitation to bid to provide Road Repair and Restoration Materials for the City of Mentor, Ohio, and whereas said bid by _____ was approved by the City 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

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.

Company Officer

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) # :

Pursuant to Ordinance: _____ Passed: _____.
Various Road Repair and Restoration Materials.

By the City of Mentor, for the period: Date of Award through December 31, 2020.

FUNDS AVAILABLE:

Finance Director *Date*

City Manager *Date*

APPROVED AS TO FORM:

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

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 OFFICER

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 specify 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, 2020.

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 ½" 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. On the Proposal-Contract Form, please indicate a price for double shredded brown bark mulch and or double shredded hardwood black mulch delivered in a "walking floor" or "conveyer belt" trailer with a minimum order size of 60 yards. As an option, also indicate a price for the mulch delivered by the "blower" method.
7. 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/CEMETERY - Foundation Concrete (PSI 3,000)

1. Foundation PSI 3,000 will be delivered to Mentor Municipal Cemetery within eighteen (18) hours of placing order. 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/BALL DIAMOND INFIELD MIX

1. Location: Bidders are requested to furnish a unit price, for delivery of ball diamond infield mix to various City of Mentor facilities and ballfields and Mentor Public School ballfields, as noted herein:

- a. Facilities and ballfields:

- 1) Eleanor B. Garfield Park (8 fields)
7967 Mentor Avenue
- 3) Bellflower Park (1 field)
7221 Bellflower Road
- 4) Civic Center Ballfield Complex (9 fields)
6451 Center Street
- 5) Carpenter Drive Street Ballfield (1 field)
8350 Carpenter Drive
- 6) Civic Center Ballfield complex (9 fields)
6451 Center Street

- b. Mentor Public School ballfields:

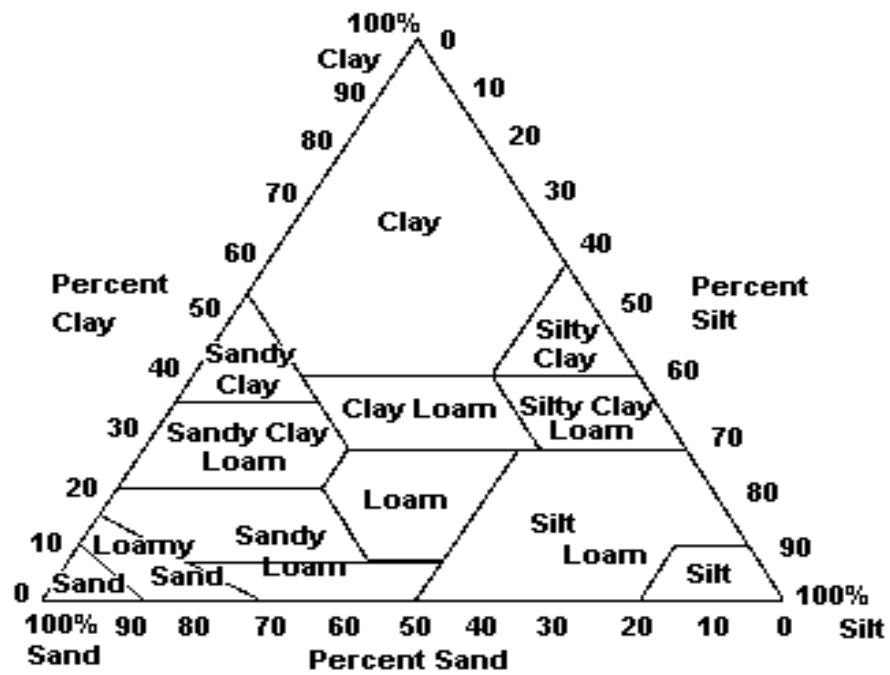
- 1) Brentmoor Elementary (2 fields)
7671 Johnnycake Ridge Road
- 2) Ridge Junior High (2 fields)
7860 Johnnycake Ridge Road
- 3) Bellflower Elementary (2 fields)
6655 Reynolds Road
- 5) Orchard Hollow Elementary (2 fields)
8700 Hendricks Road
- 6) Headlands Elementary (1 field)
5028 Forest Road
- 7) Morton Elementary (2 fields)
9292 Jordan Drive

- 8) Fairfax Elementary (1 field)
6465 Curtiss Court
- 9) Shore Junior High (3 fields)
5670 Hopkins Road
- 10) Hopkins Elementary (1 field)
7565 Hopkins Road

2. Delivery:

- a. Materials will be delivered on demand. Inclement weather may delay shipment. If the contractor experiences a disruption in service, he is to inform the City of Mentor as to the earliest possible delivery date.
 - b. 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.
 - c. The contractor will possess the capability of delivering infield mix in quantities from 2-1/2 cubic yards, up to 20 cubic yards, per load.
 - d. The price quoted should include all freight charges to any point in the City of Mentor.
 - e. Will be notified of "will call status" a minimum of 24 hours; must respond within 1-1/2 hours.
3. The material listed shall be a primarily 60% clay and 40% sand mixture or any combination ratio that might be required by the City of Mentor. All material will be screened on 1/2"-or-less deck screen, to render it free of clumps and/or rocks.
4. The contractor must notify the City of Mentor regarding the proposed source of the infield mix. The City reserves the right to inspect and/or test the material offered by the contractor.

ATTACHMENT A



E. 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.

VI. PROPOSAL-CONTRACT FORM

The undersigned hereby proposes to furnish the City of Mentor, Ohio, the following items, in accordance with the specifications and upon the terms and conditions of this proposal, providing this proposal or any part hereof is accepted as a contract by the City of Mentor.

The City reserves the right to accept only such items of the bidder's proposal as it chooses. Items not accepted will be lined-out by the City. The accepted items will be specified by the City by reference to the item numbers immediately preceding the validating signatures of the City officials on Bidders Acceptance To Contract (BAC-1)

<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	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

VI. PROPOSAL-CONTRACT FORM (continued)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
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
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
33.	Screened Ball Diamond Infield Mix	33-A \$_____/cy	33-B \$_____/cy
34.	Mulch: Double Shredded Brown Bark	34-A \$_____/cy	34-B \$_____/cy

VI. PROPOSAL-CONTRACT FORM (continued)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
35.	Mulch: Double Shredded Hardwood BLK	35-A \$_____/cy	35-B \$_____/cy
<i>Golf Course Materials:</i>			
36.	#545 Silica Sand	36-A \$_____/cy	36-B \$_____/cy
37.	Divot Mix	37-A \$_____/cy	37-B \$_____/cy
38.	Topdressing with Profile	38-A \$_____/ton	38-B \$_____/ton
39.	Tour Grade 535 Bunker Sand	39.-A \$_____/ton	39.-B \$_____/ton
40.	80-20 Sand Peat	40-A \$_____/ton	40-B \$_____/ton
41.	Riprap Rock Type C	41-A \$_____/ton	41-B \$_____/ton
42.	#8 Silica for Bunker Drainage	42-A \$_____/ton	42-B \$_____/ton
<i>Turf Care</i>			
43.	16-0-16 Foltec SG	43-A \$_____/bag	43-B \$_____/bag
44.	18-9-18 Contec DG	44-A \$_____/bag	44-B \$_____/bag
45.	32-0-5 Acel/Dimen	45-A \$_____/bag	45-B \$_____/bag
46.	18-24-12 Starter	46-A \$_____/bag	46-B \$_____/bag
47.	21-22-4 Tenacity	47-A \$_____/bag	47-B \$_____/bag
48.	Ai1	48-A \$_____/gal	48-B \$_____/gal
49.	Alpha Nova	49-A \$_____/gal	49-B \$_____/gal
50.	24-0-18 100% Meth 100%EXPO	50-A \$_____/bag	50-B \$_____/bag
51.	22-0-3 Daration + Titan	51-A \$_____/bag	51-B \$_____/bag
52.	20-0-10 Mesa	52-A \$_____/bag	52-B \$_____/bag
53.	Converge	53-A \$_____/bag	53-B \$_____/bag
54.	Phosphite	54-A \$_____/2.5 gal	54-B \$_____/2.5 gal

VI. PROPOSAL-CONTRACT FORM (continued)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
55.	15-0-10 with .25% Dimension	55-A \$_____/bag	55-B \$_____/bag
56.	19-0-19 .48% Barricade	56-A \$_____/bag	56-B \$_____/bag
57.	12-3-12 Contec DG Gen3	57-A \$_____/bag	57-B \$_____/bag
58.	18-3-18 Contec DG 93% Mutech	58-A \$_____/bag	58-B \$_____/bag
59.	8-3-5 HG with Holganix	59-A \$_____/bag	59-B \$_____/bag
60.	Iprodione	60-A \$_____/2.5 gal	60-B \$_____/2.5 gal
61.	Traction	61-A \$_____/2.5 gal	61-B \$_____/2.5 gal
62.	Revert	62-A \$_____/2.5 gal	62-B \$_____/2.5 gal
63.	Xzempler	63-A \$_____/gal	63-B \$_____/gal
64.	Propanconozol	64-A \$_____/2.5 gal	64-B \$_____/2.5 gal
65.	Tebuconazol	65-A \$_____/gal	65-B \$_____/gal
66.	Chlorothalonil	66-A \$_____/2.5 gal	66-B \$_____/2.5 gal
67.	Paclobutrazol	67-A \$_____/gal	67-B \$_____/gal
68.	Trinexapac-ethyl	68-A \$_____/gal	68-B \$_____/gal
69.	Chipco Signature Stress Guard	69-A \$_____/lb	69-B \$_____/lb
70.	Q4 Plus Herbicide	70-A \$_____/2.5 gal	70-B \$_____/2.5 gal
71.	Momentum	71-A \$_____/2.5 gal	71-B \$_____/2.5 gal
72.	Prodeuce	72-A \$_____/64 oz	72-B \$_____/64 oz
73.	ProSedge Herbicide	73-A \$_____/1.33 oz	73-B \$_____/1.33 oz
74.	Aloft	74-A \$_____/64 oz	74-B \$_____/64 oz
75.	Proxy	75-A \$_____/2.5 gal	75-B \$_____/2.5 gal
76.	Bifenthrin	76-A \$_____/gal	76-B \$_____/gal
77.	Glyphosate	77-A \$_____/2.5 gal	77-B \$_____/2.5 gal

VI. PROPOSAL-CONTRACT FORM (continued)

<u>ITEM #</u>	<u>DESCRIPTION</u>	<u>SCHEDULE-A DELIVERED</u>	<u>SCHEDULE-B PICK-UP</u>
78.	Prodiamine	78-A \$_____/gal	78-B \$_____/gal
79.	Tank Cleaner	79-A \$_____/qt	79-B \$_____/qt
80.	Lontrel Turf Herbicide	80-A \$_____/qt	80-B \$_____/qt
81.	Microyl Crop Oil	81-A \$_____/2.5 gal	81-B \$_____/2.5 gal
82.	pH Acid	82-A \$_____/gal	82-B \$_____/gal
83.	Turf Pigment (Green)	83-A \$_____/gal	83-B \$_____/gal
84.	LoKomotive	84-A \$_____/gal	84-B \$_____/gal
85.	Turfcide	85-A \$_____/2.5 gal	85-B \$_____/2.5 gal
86.	Velista	86-A \$_____/2.5 gal	86-B \$_____/2.5 gal
87.	Maxtima	87-A \$_____/2.5 gal	87-B \$_____/2.5 gal
88.	Navicon	88-A \$_____/2.5 gal	88-B \$_____/2.5 gal
89.	Segment II	89-A \$_____/2.5 gal	89-B \$_____/2.5 gal

ADDRESS WHERE PICK-UPS CAN BE MADE:_____

SOURCE OF MATERIALS:_____

CONDITIONS: The Instructions to Bidders and the Specifications are a part of this contract as effectively as though they preceded the signatures of the parties. This contract is not valid until accepted and signed by the City of Mentor.

VII. 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 _____

VII. 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 _____