

CONCRETE AND RELATED MATERIALS

SPECIFICATION AND CONTRACT DOCUMENTS

CITY OF NORTH OLMSTED

COUNTY OF CUYAHOGA

STATE OF OHIO

NICOLE DAILEY JONES, MAYOR

PREPARED BY:

NORTH OLMSTED SERVICE DEPARTMENT

5200 DOVER CENTER ROAD

NORTH OLMSTED, OHIO 44070

PHONE: 440-716-4151

TABLE OF CONTENTS

Title Sheet

Table of Contents

Legal Advertisement

Resolution No. **2023-12**

Instructions to Bidders

General Conditions

Specifications and Bid Form

Non-Collusion Affidavit

Delinquent Tax Form

EEOC Form

Notice of Award

Agreement

LEGAL ADVERTISEMENT

The City of North Olmsted Department of Public Service is accepting bids for **Concrete and Related Materials** in accordance with Resolution 2023-12 Sealed bids must be submitted not later than 1:30PM on March 22nd, 2023 to North Olmsted City Hall at 5200 Dover Center Road, North Olmsted, Ohio 44070. Bid packages, plans and specifications are on file in the Service Department and may be requested by email from demalined@north-olmsted.com. Bidders must comply with Federal, State and local laws, meet all deadlines and comply with instructions contained in bid package. Bids will be opened on March 22nd, 2023 at 1:30PM; award is subject to approval by the Board of Control.

MAYOR NICOLE DAILEY JONES

City of North Olmsted, Ohio

Published in the Plain Dealer on: March 8th and March 15th, 2023

INSERT RESOLUTION

CITY OF NORTH OLMSTED
RESOLUTION NO. 2023 - 12

By: Mayor Jones

A RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS FOR THE AWARD OF A CONTRACT TO PURCHASE CONCRETE MATERIALS AND RELATED SUPPLIES FOR THE YEAR 2023, AS DETAILED IN THE SPECIFICATIONS ON FILE, AND AUTHORIZING THE MAYOR, FOLLOWING APPROVAL OF THE BOARD OF CONTROL, TO CONTRACT FOR THE SAME WITH THE LOWEST AND BEST BIDDER, AND DECLARING AN EMERGENCY.

WHEREAS, the City is in need of concrete supplies and related materials for concrete repair and replacement projects on various streets and sidewalks within the City of North Olmsted;

WHEREAS, the current contract term expired January 22, 2023; and

WHEREAS, it is the desire of this Council to authorize the Director of Public Service to advertise for bids for the award of a contract to purchase concrete supplies and related materials for replacement and related repairs on various City streets and sidewalks, as set forth in specifications on file with the City Engineer, and to further authorize the Mayor, following approval by the Board of Control, to enter into a contract with the lowest and best bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH OLMSTED, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

SECTION 1: That the Director of Public Service is hereby authorized to advertise for bids for a contract for the purchase of concrete supplies and related materials for street, sewer, sidewalks and/or curbing repairs upon City streets, in accordance with the plans and specifications on file, and further that, upon approval by the Board of Control, the Mayor be and she is hereby authorized to enter into such a contract and execute same on behalf of the City of North Olmsted with the lowest and best bidder.

SECTION 2: That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare, and for the further reason that the supply agreement must be renewed to insure continuation of delivery of vital public services to the residents of North Olmsted, and further provided that it receives the affirmative vote of two-thirds of all members of Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

INSTRUCTIONS TO BIDDERS

ALL CONTRACTS

TABLE OF ARTICLES

1. Defined Terms
2. Bids Received
3. Location and Description of Project
4. Copies of Bidding Documents
5. Examination of Contract Documents and Site
6. Interpretations and Addenda
7. Contract Time
8. Preparation of Bid
9. Submission of Bid
10. Modification or Withdrawal of Bid
11. Opening of Bids
12. Disqualification of Bidders
13. Bids to Remain Subject to Acceptance
14. Award of Contract
15. Contractor's Insurance
16. Execution of Agreement
17. Special Requirement

ARTICLE 1 – DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the Bidder to whom CITY (on the basis of CITY'S evaluation as hereinafter provided) makes an award.

ARTICLE 2 – BIDS RECEIVED

- 2.1 Refer to Legal Advertisement for information on receipt of Bids.

ARTICLE 3 – LOCATION AND DESCRIPTION OF PROJECT

- 3.1 Refer to the General Conditions and Specifications for the location and description of the project.

ARTICLE 4 – COPIES OF BIDDING DOCUMENTS

- 4.1 Refer to Legal Advertisement for information on examination and procurement of documents.
- 4.2 Complete sets of Bidding Documents shall be used in preparing Bids; the CITY assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 4.3 CITY in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids for the supplies and does not confer a license or grant for any other use.

ARTICLE 5 – EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- 5.1 Before submitting a Bid, Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize itself with local conditions that may affect cost, progress, performance or furnishing of the supplies, (c) familiarize itself with federal, state and local laws, ordinances, rules and regulations that may affect cost, progress, performance or furnishing of the supplies, (d) examine the Contract Documents for other work to be performed on the Project that relates to furnishing the supplies for which the Bid is to be submitted, (e) study and carefully correlate Bidder's knowledge and observations with the Contract Documents, and (f) notify CITY of any conflict, error, ambiguity or discrepancy in the Contract Documents of which Bidder becomes aware.
- 5.2 On request, OWNER will conduct a site visit during OWNER'S normal business hours.
- 5.3 On request, Owner will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of this Bid.
- 5.4 The lands upon which the supplies are to be delivered are identified in the General Conditions and Specifications.

- 5.5 The submission of a Bid will constitute an incontrovertible representation by Bidder that it has complied with every requirement of this Article 6 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performing and furnishing the supplies.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.1 All questions about the meaning or intent of the Bidding Documents or the Contract Documents shall be submitted to CITY in writing. In order to receive consideration, questions must be received by CITY at least ten calendar days prior to the date fixed for the opening of Bids. Any interpretations of questions so raised, which in the opinion of CITY require interpretations, will be issued by Addenda mailed or delivered to all parties recorded by CITY as having received the Bidding and Contract Documents for receipt not later than three calendar days prior to the date fixed for the opening of Bids. The CITY will not be responsible for oral interpretations or clarifications which anyone presumes to make on their behalf.
- 6.2 CITY may issue such additional Addenda as may be necessary to clarify, correct or change the Bidding Documents or the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in Paragraph 7.1.

ARTICLE 7 – CONTRACT TIME

- 7.1 The contract time shall be as indicated in the General Conditions, Specifications or Agreement.

ARTICLE 8 – PREPARATION OF BID

- 8.1 A Bid must be made on the Bid Form as included in the Bidding Documents. Separate Bid Form copies provided with the Contract documents shall be completed and submitted in their entirety. The Bid Form shall not be altered in any way.
- 8.2 The Bid Form must be completed in ink or typed. Blank spaces in the Bid Form must be filled in correctly where indicated, and the Bidder must state, both in words and numerals, the prices proposed for each and every item bid. Ditto marks shall not be used.
- 8.3 A Bid shall be executed as stated below:
- A. A Bid by an individual shall show the Bidder's name and official address.
 - B. A Bid by a partnership must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership shall be shown below the signature.
 - C. A Bid by a corporation must be executed in the corporate name by an officer of the corporation and must be accompanied by a certified copy of a resolution of the board of directors authorizing the person signing the Bid to do so on behalf of the corporation. The corporate seal shall be affixed and attested by the secretary or an

assistant secretary. The state of incorporation and the official corporate address shall be shown below the signature.

D. All names must be printed below the signature.

- 8.4 The Bid shall contain an acknowledgement of the receipt of all Addenda in the space provided on the Bid Form.
- 8.5 The address and telephone number for communications regarding the Bid shall be shown.
- 8.6 In addition to the Bid Form the following listed documents, which are included in the Bidding Documents, shall be executed in the manner described therein. Copies of the document furnished and bound with the separate bid form copies shall be used in the submission of the bid.
 - A. Non-Collusion Affidavit
 - B. Delinquent Tax form
 - C. EEOC Form

ARTICLE 9 – SUBMISSION OF BID

- 9.1 Bids shall be submitted at the time and place indicated in the Legal Advertisement.
- 9.2 Bid shall be enclosed in an opaque sealed envelope plainly marked on the outside with the name and address of the Bidder, its license or registration number if applicable, the name of the Bid Project, and the contract name or number. Bid shall be submitted with required documents.
- 9.3 If the Bid is sent through the mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in another envelope plainly marked on the outside with the notation "Bid Enclosed". Mailed Bids shall be addressed to: Director of Public Safety and Service, City of North Olmsted, 5200 Dover Center Road, North Olmsted, Ohio 44070.

ARTICLE 10 – MODIFICATION OR WITHDRAWAL OF BID

- 10.1 Withdrawal Prior to Bid Opening:

A Bidder may withdraw its Bid before the time fixed for the opening of Bids by communicating his purpose in writing to the CITY. Upon receipt of such written notice, the unopened Bid will be returned to the Bidder.

ARTICLE 11 – OPENING OF BIDS

- 11.1 Bids will be opened as indicated in the Legal Advertisement.
- 11.2 Bids received by mail or otherwise after the time specified for the acceptance of Bids will not be accepted and will be returned to the Bidder unopened.

ARTICLE 12 – DISQUALIFICATION OF BIDDERS

- 12.1 More than one Bid for the same supplies from an individual, or a firm, partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the supplies may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

ARTICLE 13 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 13.1 All Bids shall remain subject to acceptance for sixty days after the day of the Bid opening, but CITY may, in its sole discretion, release any Bid and return the bid security prior to that date.

ARTICLE 14 – AWARD OF CONTRACT

- 14.1 CITY reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the supplies to be furnished, and the right to reject all nonconforming, nonresponsive or conditional Bids.
- 14.2 CITY reserves the right to reject any Bid not accompanied by specified documentation.
- 14.3 CITY reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.
- 14.4 CITY reserves the right to reject any Bid that, in his sole discretion, is considered to be unbalanced or unreasonable as to the amount bid for any lump sum or unit price item.
- 14.5 In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of supplies and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 14.6 In evaluating Bids, CITY will consider the qualifications of Bidders; whether or not the Bids comply with the prescribed requirements; the alternatives, if any; and the lump sum and unit prices, if requested in the Bid Form.
- 14.7 CITY may conduct such investigation as CITY deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders proposed Subcontractors and other persons and organizations to perform and furnish the supplies in accordance with the Contract Documents. CITY reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to CITY'S satisfaction.
- 14.8 If a contract is to be awarded, it will be awarded to the lowest and /or best Bidder, as determined in the discretion of the Board of Control, who has neither been disqualified nor rejected.

ARTICLE 15 – CONTRACTOR’S INSURANCE

- 15.1 The requirements for CONTRACTOR'S insurance are stated in the General Conditions, Specifications or Agreement.
- 15.2 The Successful Bidder shall within ten days from the date of the Notice of Award deliver to CITY, for review and approval, the required policies of insurance. Upon approval, the policies will be returned to the Bidder and he shall submit certificates of insurance to the CITY as stated in the General Conditions, Specifications or Agreement.

ARTICLE 16 – EXECUTION OF AGREEMENT

- 16.1 The Successful Bidder, or its authorized representative, will be required to submit the contract securities offered and execute the Agreement within ten days from the date of the Notice of Award.
- 16.2 The CITY will prepare the documents and will identify, in the Notice of Award, the location at which the documents will be submitted.

ARTICLE 17 – SPECIAL REQUIREMENTS

- 17.1 Particular attention is called to the statutory requirements of the State of Ohio relative to licensing of corporations organized under the laws of any other state. These requirements include, but are not necessarily limited to, the stipulations contained in Section 1703.04 of the Ohio Revised Code.
- 17.2 CITY is organized and exists as a political subdivision under the laws of the State of Ohio and maintains an exempt status relative to sales tax. The price or prices Bid, whether unit price or lump sum, shall be exclusive of such taxes and will be so construed. An Exemption Certificate will be executed and provided to the Successful Bidder following execution of the Agreement.

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS:

The following definitions are to be applied to these contract terms, in addition to the ordinary meanings of words and terms in everyday use.

- 1.1 City - City of North Olmsted, Ohio.
- 1.2 Contract Documents – The request for bids, instructions to bidder, contractor’s proposal, general and technical specifications, the contract, performance bond, bidder’s affidavit, tax affidavit, other forms listed in the Table of Contents and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.
- 1.3 Service Director – Whenever the term “Director of Public Service” is used herein, the same shall mean the Director of Public Service of the City of North Olmsted, Ohio, or his duly authorized agent.
- 1.4 Contractor – The person, corporation or partnership providing labor, equipment and/or supplying materials under this contract with the City.

ARTICLE 2 – PURCHASING REQUIREMENTS:

The City of North Olmsted agrees to purchase as detailed by the Specifications. The estimated quantity for material is not an obligation by the City of North Olmsted to purchase the entire material bid amount. The City shall be solely responsible for payment to the Contractor of delivered material. Delivery or freight charges shall be included in the bid price. The City of North Olmsted reserves the right to purchase material from other sources. Further, in the event that Contractor fails to timely deliver minimum and/or estimated quantities, or otherwise attempts to deviate from price agreement, the City reserves the right purchase materials from other sources and deduct or charge the Contractor the difference in cost if the Contractor is unable to consistently adhere to these specifications.

ARTICLE 3 – AUTHORITY OF SERVICE DIRECTOR

The Service Director will decide all questions which may arise as to the quality and acceptability of materials supplied or furnished, timeliness of delivery work performed and rate of payment for quantities. He will decide all questions which may arise as to interpretation of the material supply specifications and other contract documents. He will decide all questions as to the acceptable fulfillment of the contract on the part of the contractor.

ARTICLE 4 – PRICE AGREEMENT:

The bid price shall remain firm during the entire term of the contract.

ARTICLE 5 – SALES TAXES:

The City is exempt from all Federal, State, and Local excise, sales and other taxes. The Contractor shall not add sales taxes to the purchase price. The City shall, if necessary, provide the Contractor with documentation of tax exempt status and, as necessary, shall otherwise present documentation to tax authorities.

ARTICLE 6 – MATERIAL QUALITY:

Material shall not contain free water, foreign matter, aggregate or clumps when delivered. A sufficient non-caking additive shall be incorporated in the delivered material to prevent caking under normal outdoor storage conditions. All vehicles delivering material shall be adequately protected to assure material arrives in a free flowing, usable condition. Reclaimed or re-crushed material will not be accepted and material shall be from fresh stock.

ARTICLE 7 – DELIVERY:

The material/product to be supplied shall be delivered as required to the City of North Olmsted Service Department, facilities and operations staging area, 5200 Dover Center Road, North Olmsted, OH 44070 (with the exception of materials that the City specifies for delivery to project sites or pick-up from the Contractor's designated location, plant, distribution center or other facilities). All costs associated with the delivery of material/product shall be included in the per gallon/tonnage bid price. The Contractor shall be required to commence and complete delivery of material/product within time requirements and as otherwise directed by Specifications. Materials/products shall arrive to the designated location weekdays between the hours of 7:00 am and 3:00 pm unless prior approval of an alternate delivery time is granted by the City. The Contractor shall not unload materials or dispense fuel products without permission by a City Service representative. Any vehicle used in delivery of materials under this contract shall not exceed the combined or gross weight declared for the vehicle in its registration.

ARTICLE 8 – SAFETY:

The Contractor shall ensure that its employees observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds. Any violation of safety standards may be deemed cause for termination of the contract. All equipment shall be maintained and operated in a manner consistent with all applicable laws and required safety standards.

ARTICLE 9 – CONTRACTOR REPRESENTATIONS:

The Contractor shall only furnish employees who are competent and skilled for the work under this contract and have current valid permits and/or licenses where applicable. Improper or abusive language or unacceptable or improper conduct shall not at any time be exhibited to the public by the Contractor's employees, subject to removal upon City request.

ARTICLE 10 – USE OF SUBCONTRACTORS:

The Contractor shall not sell, transfer, assign or otherwise dispose of this contract to any third party. The use of sub-contractors is not permitted unless prior approval is granted by the City.

ARTICLE 11 – FINANCIAL RECORD RETENTION:

The Contractor shall maintain, for 3 years following receipt of relevant funds, all financial records to the project, which records shall be accessible to the City, for examination and audit purposes. In the event such an audit by the City reveals any errors/overpayments by the City, the Contractor shall refund the full amount of overpayments within thirty days of such audit findings. (Contractor

will additionally ensure that any supplier or consultants under the Agreement shall also maintain such records for the period specified and under the same terms).

ARTICLE 12 – INSURANCE:

The Contractor shall not commence work under this contract until he has obtained all insurance required under this section. The policies shall also protect the City, its officers, agents and employees as additional insured, and shall be in a form approved by the City. Certified copies of the insurance policies, or Certificates pages thereof, fully executed by officers of the insurance company, shall be filed with the Service Director. The Contractor may also be required to submit the original insurance policies for inspection and approval of the City before work is commenced. Said policies shall not thereafter be canceled, permitted to expire or be changed without thirty (30) days notice in advance to the City and the policies shall so provide.

The Contractor shall provide the following insurance information:

The Contractor shall defend, indemnify and hold harmless the City, its agents and employees from and against all claims, damages, losses and expenses including attorney’s fees arising out of or resulting from the performance or work called for under this agreement, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to any damage to or destruction of tangible property including the loss of use resulting there from, and (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified hereunder.

It shall be the responsibility of the owner of all hired vehicles to see that all operators of such vehicles and equipment are properly licensed under existing state laws and regulations. It is the responsibility of the owner of the vehicles to keep the insurance and registration of the vehicles current during the life span of the agreement. Registration changes shall be reported to the City.

The Contractor shall not commence work under this agreement until he has obtained all insurance required under this section. The City of North Olmsted shall be named as additional insured on certificate of insurance. The policies shall also protect the City, its officers, agents and employees as additional insured, and shall be in a form approved by the City. Certified copies of the insurance policies, fully executed by officers of the insurance company, shall be filed with the City. The Contractor may also be required to submit the original insurance policies for inspection and approval of the City before work is commenced. Said policies shall not thereafter be canceled, permitted to expire, or be changed without thirty (30) days’ notice in advance to the City and the policies shall so provide.

The Contractor shall provide the following insurance information:

Commercial Liability, Bodily Injury and Property Damage Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Commercial Liability, Bodily Injury and Property Damage Insurance to protect him, the City and any subcontractor during the performance of any work covered by this agreement from claims or damages for bodily injury, including accidental death, as well as claims for property damages, which may arise from operations under this agreement whether such operations be by himself or by any subcontractor,

or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City. Each insurance policy shall name the City as insured along with the Contractor. The primary insurance policy shall not be less than a minimum combined single limit of \$1,000,000.

Automobile Liability, Bodily Injury and Property Damage Insurance: The Contractor shall take out and maintain during the life of this agreement Automobile Liability, Bodily Injury and Property Damage Insurance under a comprehensive form, to protect him, the City and any subcontractor during the performance of any work covered by this agreement from claims or damages for bodily injury, including accidental death, as well as claims for property damages, which may arise from operations under this agreement, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City. Each insurance policy shall name the City of North Olmsted as insured along with the Contractor. The primary insurance policy shall not be less than a minimum of \$1,000,000 combined single limit. This shall cover all motor vehicles and equipment engaged in any and all operations performed, directly or indirectly, under the terms of this agreement.

Subcontractor's Insurance: The Contractor shall require subcontractors, if any, not protected under the Contractor's Insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor by the contract documents.

Worker's Compensation Insurance: Before any work is commenced, the contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance in accordance with the laws of the State of Ohio. In case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engage in work under this agreement is not protected under the Worker's Compensation Statute, the contractor shall provide such insurance for any such employees, and shall provide or cause each subcontractor to provide, Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statute. Contractor shall provide the City a current copy of its Ohio Bureau of Workers Compensation certificate.

ARTICLE 13 – SOCIAL SECURITY ACT:

The Contractor shall be in and remain an independent Contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on work performed under the terms of this contract. The Contractor further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under respective laws by and duly authorized state or federal officials; and said contractor also agrees to indemnify and save harmless the City from any such contributions or taxes or liability therefore.

ARTICLE 14 – FEDERAL AND OHIO EPA LAWS AND REGULATIONS:

The Contractor shall keep fully informed of all Federal, State and local laws, ordinances and regulations, and all orders and decrees of authorities having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. He shall at all times observe and comply with all such laws, ordinances, regulations, orders and decrees, and shall protect and indemnify the City and its representatives against any claim, liability or damages arising out of or in any way relating to a violation of any such law, ordinance, regulation, order, or decree, whether by himself, or his employees, subcontractors, material men, or other agents.

The Contractor agrees that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, sex, age, creed, or color discriminate against any citizen of the United States in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates.

Full compliance is required with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders of non-discrimination in employment as may be issued with all the rules, regulations, and orders pursuant thereto as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof.

If the Contractor fails to comply with any such laws, statutes, ordinances, policies or regulations, the Contractor shall be responsible for any civil sanctions or criminal penalties resulting from such failure. The Contractor shall hold the City harmless for any monetary penalty, civil or criminal as the result of such failure. e Contractor fails to comply with any such laws, statutes.

No subcontractor shall be hired by contractor, unless the same is first approved by the City as a responsible subcontractor pursuant to Section 111.02(a)(16) of the City Administrative Code.

ARTICLE 15 – LABOR STANDARDS:

Particular attention is called to certain sections of the Revised Code of Ohio, which states: 153.59 Discrimination and intimidation on account of race, religion, sex, disability, national origin or ancestry.

Every contract for or on behalf of the state, or any township, county, or municipal corporation of the state, for the construction, alteration, or repair of any public building or public work in the state shall contain provisions by which the contractor agrees to both of the following:

- a) That, in the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf, by reason of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color, shall discriminate against any citizen of

the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;

b) That no contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, in any manner, shall discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability or military status as defined in section 4112.01 of the Revised Code, or color.

Be it further provided as penalty for any breach of said provisions against discrimination:

a) That there shall be deducted from the amount payable to the contractor by the State of Ohio or by any village, township, county or municipal corporation thereof, under this contract, a penalty of twenty-five dollars (\$25.00) for each person who is discriminated against or intimidated in violation of the provisions of this contract.

b) And that the contract shall be canceled or terminated by the State of Ohio or by any village, township, county, or municipal corporation thereof, and all money due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

ARTICLE 16 – CERTIFICATION OF CONFORMANCE TO SPECIFICATIONS:

Before being delivered and placed in the Service yard, the Contractor shall furnish the Service Director certification that the material he purchased conforms to the required specifications. Each certification shall specify the amount delivered. The delivery of any material or the performance of any delivery hereunder, which does not in all respects conform to the specifications, will be rejected and the Contractor shall be notified at once of such rejection and the reason therefore, which shall be confirmed in writing. If the said Contractor fails to effect immediate replacement of such rejected materials and labor, with materials and labor meeting the requirements of the order and of these specifications, the City will purchase, in the open market, material and labor of the character required under the order up to the amount rejected and the Contractor and his surety shall be liable to the City thereby. The Service Director shall have the right to suspend the whole or any part of the delivery to be performed, hereunder, when the Contractor is not doing the work in accordance with the provisions of the contract.

Hazardous Material: If the product offered contains a suspect hazardous material, covered by the Occupational Safety and Health Administration (OSHA) Hazardous Communication Standard 29 CFR 1910.1200, prior to delivery, the Contractor shall submit the following:

- (1) Material Safety Data Sheet (MSDS) for the project offered.
- (2) Sample labels that will be affixed to each product container, including:
 - Chemical name;
 - Manufacturer's name and address;
 - Department of Transportation (DOT) label, if governed by DOT;
 - National Fire Protection Association (NFPA) 704 System label with flammability determination coding; and
 - Carcinogen warning label, if product is a cancer suspect.

ARTICLE 17 – QUANTITIES OF MATERIALS AND EXTRA MATERIALS:

The quantities of work and/or materials set forth in the bid specifications, or elsewhere in the contract documents, are approximates only, and the City reserves the right to change or eliminate any or all quantities of work and/or materials upon providing written notification to the contractor. The City may also increase the quantities of work and/or materials in the specifications for a price mutually agreeable to the City and the contractor. When the accepted quantities of work and/or materials vary from the quantities in the bid schedule, the contractor shall accept as payment in full, so far as the contract items are concerned, payment at the original contract unit prices for the accepted quantities of work done and/or materials furnished. No allowance will be made for any increased expense, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the contractor resulting either directly or indirectly from such alterations or indirectly from unbalanced allocation among the contract items of overhead expense on the part of the contractor and subsequent loss of expected reimbursements therefore or from any other cause.

ARTICLE 18 – SCOPE OF PAYMENT:

The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials and equipment, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work of the prosecution thereof.

ARTICLE 19 – HOLD HARMLESS CLAUSE:

The Contractor shall indemnify and save harmless the City, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the City, its officers, employees and agents, for on account of any injuries or damages received or sustained by any party or parties by or from the acts of the said contractor or its servants, agents, and subcontractors, in doing the work and rendering the services herein contracted for, or by or in consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or suit of said contractor of his or its servants, agents and subcontractors; or on account of any act or suit of the performance of this contract, whether or not such injuries to persons or damage to the property are due or claimed to be due to any negligence of the Contractor, his employees, his agents or servants; and also from all claims of damage for infringement of any patent in fulfilling this contract. This indemnity shall include attorney's fees and costs and all other expenses incurred in the defense of any suit.

ARTICLE 20 – CHANGE IN OWNERSHIP:

The City is entering into this contract in reliance upon the particular abilities of the Contractor under its present ownership and direction. In the event that there is any change in majority control, the City shall have the right to terminate this agreement at any time thereafter upon written notice to the Contractor. The notice is presumed received by the contractor five (5) days after mailing.

ARTICLE 21 – DAMAGES:

The Contractor shall be responsible for any and all damages to the City owned property including equipment and structures resulting from negligence of the Contractor or his operators. Such damages to the foregoing shall be repaired and/or replaced by approved methods so as to restore

the damaged areas to their original condition at the expense of the Contractor. The Contractor shall be responsible for damages caused to City equipment due to foreign matter in the material. The Contractor shall be responsible for damages to the City structures resulting from the improper unloading of material.

ARTICLE 22 – CONTRACT TERMINATION CLAUSE:

If through any cause, the Contractor shall fail to furnish, in a timely and proper manner, its obligations under this contract, or if the Contractor shall violate any of the agreements or stipulations of any part of this contract, the City shall thereupon have the right to terminate the contract by giving written notice to the Contractor of such termination and specifying the effective date thereof at least five days before the effective date of termination. In such event, all finished and unfinished work by the Contractor under the contract shall, at the option of the City, become its property and the Contractor shall be entitled to receive fair and equitable compensation for any satisfactory completed work. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract, and the City may withhold any payments until such time as the exact amount of damages due to the City is determined.

CITY OF NORTH OLMSTED

SPECIFICATIONS FOR CONCRETE AND RELATED MATERIALS

1. PROPOSAL REQUIREMENTS

Each proposal must be submitted on the official bid form of the City of North Olmsted, and in conformity therewith.

The City of North Olmsted reserves the right to reject any or all bids and shall have no liability whatsoever to any bidder whose proposal is not accepted by the City.

Acceptance of the proposal of any bidder by the City shall not constitute an agreement between the City and such bidder and shall not be binding upon the City unless and until an agreement covering all conditions and provisions of the work to be performed by the successful bidder has, at the time of/or after the acceptance of such proposal, been reduced to writing and executed by both the City and successful bidder.

2. TAX EXEMPTION

Blanket certificate of exemption forms will be furnished to the vendor or supplier by the City

3. MATERIAL UNLOADING

All Concrete and Related Materials are to be delivered to the City's specified location.

4. VENDOR'S OR SUPPLIER'S LIABILITY INSURANCE

The vendor or supplier shall maintain such insurance as will protect him from claims under Workmen's Compensation acts and other employee benefit acts from claims for damages because of bodily injury, including death to him, employees and all others. The vendor shall provide proof of coverage in the amount and as described by General Conditions, Article 12, including Certificate of Insurance naming the City as Additional Insured.

This coverage will be for each occurrence which may arise out of/or result from the vendor's or supplier's operations under the contract, weather such operations be by themselves or by any sub-contractor or anyone directly or indirectly, employed by either of them while on the premises of the City of North Olmsted, during the delivery of the contract equipment.

All policies and certificates must be obtain an endorsement that policy cannot be canceled or amended until ten (10) days after the City receives written notice by registered mail.

5. ACCEPTANCE OR REJECTION OF DELIVERED PRODUCT

If the City of North Olmsted deems the merchandise or product to be defective or damaged, bidder shall render the same acceptable to the City and if necessary shall be removed and replaced by the identical specified products at no additional expense to the City.

6. BIDDER AFFIDAVIT AND CERTIFICATION

Each bidder, who is a foreign corporation, that is, a corporation not chartered in Ohio, but licensed to do business in Ohio, is required to submit with their bid an affidavit duly executed by the president, vice president, or general manager of the corporation, stating in said affidavit that said foreign corporation has, in accordance with the provisions of the Revised Code of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio. (these certificate or certified copies of them are obtainable from the office of the Secretary of State, Columbus, Ohio.)

7. BIDDERS DESCRIPTION OF ITEMS

Bidders shall furnish with their bid, as an integral part thereof, descriptions by catalog or otherwise of the items they propose to furnish under the terms of the bid, and other specifications or information as requested by the City.

8. WARRANTIES

Any and all manufacture's warranties, product guarantees, catalog, and/or instructional data, and packing lists, shall be safely preserved and turned over to the City.

9. TIME OF DELIVERY

Bidders shall agree to furnish/deliver all materials ordered within 24 hours of the placing of such order by the City of North Olmsted, Ohio.

Upon delivery, ALL delivery tickets must contain the batch weights.

10. LIQUIDATED DAMAGES

In case delivery time, as determined when the order is placed, is exceeded, the City is hereby authorized to deduct and retain out of payments which may be due or become due the Contractor the sum of money stipulated hereinafter for each fifteen (15) minute interval of waiting time beyond the stated delivery time. The amount thus withheld is not to be considered a penalty, but a liquidated damage, hereby fixed and agreed to in advance by the parties hereof. The City may,

on the request of the Contractor, extend the fifteen (15) minute waiting time provided the Contractor notifies the City of such delay and the delay is deemed reasonable by the City. In no case will an extension of the waiting time be waived when the delay forces City Personnel into an overtime situation.

Liquidated damages as described above shall be \$7.50 per fifteen (15) minute interval beyond the stated delivery time.

11. INVOICING

No item shall be accepted or subsequently paid unless purchase order numbers appear on all invoices.

12. PRICING OF ITEMS

Bidder is hereby instructed to price each item on page designated by City request for like items listed in the specifications. Bidder is hereby instructed to insert price in unit column and extend same. Separate or lump sum proposals will be received on each item. The City reserves the right to choose any or all combinations of bids which are in the best interests of the City.

No Fuel Surcharges or Additional Stop Charges.

13. METHOD OF MAKING AWARD

The total cost, quality, type of equipment, capabilities and reliability, available training support, quality of available technical service support and degree and quality of sales and administrative support available, will be considered in determined which proposal is most advantageous to the City therefore the lowest and best bid. The City reserved the right to reject any and all bids and also the right to waive any informalities in the bid.

14. DATE OF AWARD

The City will award or reject all bids at its next regular meeting following the opening of the bid or, after notification to all bidders, postpone action until a later meeting. In any event, bidder will guarantee bid price for sixty (60) days from the date of the bid opening.

15. AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT

The successful bidder upon request will be expected to furnish satisfactory proof to the City that they are in full compliance with all applicable Affirmative Action Equal Opportunity Laws, whether Federal, State or of the City of North Olmsted.

16. REJECTION OR ACCEPTANCE OF BID

The City, through the Board of control, reserves the right to reject any or all bids, and any parts of any bid, and, also the right to waive any informalities in the bid. In awarding a contract, the City reserves the right to consider in addition to price and discount, all elements entering into the question of determining the ability of the bidder to perform the contract satisfactorily. Any bid which is incomplete, conditional, obscure, or which contains additions not called for, or irregularities, of any kind, may be cause of rejection of bid. All materials presented as a substitute bid must meet the Ohio Department of Transportation standards or substitute standards and should be entered on the Alternative Bid Form.

For further information regarding specifications - please contact:

DEPARTMENT OF PUBLIC SERVICE
CITY OF NORTH OLMSTED
5200 DOVER CENTER ROAD
NORTH OLMSTED, OHIO 44070
440-777-4151

BID FORM

BID FOR:

CITY OF NORTH OLMSTED
CONCRETE AND RELATED MATERIALS

BID TO:

City of North Olmsted
5200 Dover Center Road
North Olmsted, Ohio 44070
Attn: Department of Public Service

BID FROM:

(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual/A Joint Venture)
[Bidder to strike out the inapplicable terms.]

Address:

BIDDER:

The undersigned Bidders offers and agrees, if this Bid is accepted, to enter into an Agreement with the City of North Olmsted in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

Bidder declares that no person or persons other than those named herein are interested in this Bid; that this Bid is made without collusion with any other person, firm or corporation; that no person or persons acting in any official capacity for the City of North Olmsted are directly or indirectly interested in this Bid, or in any portion of the profit thereof.

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, the following: 1) that the Instructions to Bidders, all of the Bidding Documents and all of the Contract Documents have been examined; 2) that the actual site and locality where the Work is to be performed has been examined; 3) that the legal requirements (Federal, state and local) for the Work are known and familiar; 4) that all independent investigations deemed necessary in preparing this Bid have been made; and 5) that all conditions affecting cost, progress or performance of the Work are familiar and satisfactory.

Bidder further agrees as follows: 1) that this Bid shall remain open and may not be withdrawn for the time set forth in the Instructions to Bidders; 2) that all of the terms and conditions of the Instructions to Bidders, including and without limitation those dealing with the disposition of the

Bid Security, are acceptable; and 3) that, upon acceptance of this Bid by the City of North Olmsted for the Work, the Agreement will be executed and all required insurance certificates will be furnished to the City of North Olmsted within the time period(s) set forth in the Instruction to Bidders.

Total quantities supplied in this bid are estimated quantities. No quantities of any items in this bid are guaranteed. The ordering of any materials in this bid is strictly contingent upon the needs of the City of North Olmsted, Ohio. The quantity to be paid for shall be the actual number of supplied material at the price stipulated in this bid.

ESTIMATED QUANTITIES USED ANNUALLY:

CLASS C CONCRETE: 600 yards
MS CONCRETE: 300 yards
FS CONCRETE: 50 yards

In accordance with the above understandings and agreements, Bidder will supply materials for the one year period for the amount of:

MIX DESCRIPTION:

NO. 1	4500 PSI CONCRETE	
	PER YARD	
<i>Numerals</i>		<i>Words</i>
NO. 2	4000 PSI CONCRETE	
	PER YARD	
<i>Numerals</i>		<i>Words</i>
NO. 3	3500 PSI CONCRETE	
	PER YARD	
<i>Numerals</i>		<i>Words</i>
NO. 4	3000 PSI CONCRETE	
	PER YARD	
<i>Numerals</i>		<i>Words</i>
NO. 5	2500 PSI CONCRETE	
	PER YARD	
<i>Numerals</i>		<i>Words</i>
NO. 6 A	CLASS C CONCRETE #57 REVERSE BLEND W/OUT FLY ASH	
	PER YARD	
<i>Numerals</i>		<i>Words</i>

NO. 6 B CLASS C CONCRETE #8 W/OUT FLY ASH

PER YARD

Numerals

Words

NO. 6 C CLASS C CONCRETE #8 REVERSE BLEND W/OUT FLY ASH

PER YARD

Numerals

Words

NO. 7 CLASS MS CONCRETE W/OUT FLY ASH

PER YARD

Numerals

Words

NO. 8 CLASS FS CONCRETE W/OUT FLY ASH

PER YARD

Numerals

Words

RELATED MATERIALS:

NO. 9 1% LIQUID CALCIUM

PER YARD

Numerals

Words

NO. 10 2% LIQUID CALCIUM

PER YARD

Numerals

Words

NO. 11 25 LB. FLAKE CALCIUM

PER BAG

Numerals

Words

NO. 12 50 LB. FLAKE CALCIUM

PER BAG

Numerals

Words

NO. 13 FIBER – RESIDENTIAL ¾ LB.

PER YARD

Numerals

Words

NO. 14 FIBER – COMMERCIAL 1 ½ LB.

PER TON

Numerals

Words

NO. 15 MID-RANGE WATER REDUCER

PER YARD

Numerals

Words

NO. 16 PLASTICIZER ½ DOSE

PER YARD

Numerals

Words

NO. 17 — **1% NCA**

PER YARD _____
Numerals *Words*

NO. 18 — **2% NCA** —

PER YARD _____
Numerals *Words*

NO. 19 **RETARDER**

PER YARD _____
Numerals *Words*

NO. 20 **WINTER HEAT (November 1st through April 1st)**

PER YARD _____
Numerals *Words*

INCIDENTAL CHARGES:

NO. 21 **1 YARD – 1.75 YARDS**

Numerals *Words*

NO. 22 **2 YARDS – 3.75 YARDS**

Numerals *Words*

NO. 23 **4 YARDS – 5.75 YARDS**

Numerals *Words*

NO. 24 **LATE CHARGES (AFTER 4PM)**

Numerals *Words*

NO. 25 **SATURDAY/WEEKEND CHARGE**

Numerals *Words*

NO. 26 **COLOR CLEANOUT**

Numerals *Words*

NO. 27 — **SPECIAL AGGREGATE CHARGE PER LOAD** —

Numerals *Words*

NO FUEL SURCHARGES OR ADDITIONAL STOP CHARGES

All Concrete and Related Materials are to be delivered to the City’s specified location.

Upon delivery, ALL delivery tickets must contain the batch weights.

Bidder agrees that the Work will be substantially completed and completed within the time frame indicated in the Agreement.

The following documents are attached to and made a condition of this Bid:

1. Non-Collusion Affidavit of Bidder.
2. Delinquent Tax Affidavit.
3. Equal Employment Opportunity (EEO) compliance.

The Bidder shall fill in the blanks all of the above listed documents.

The Bidder shall not detach the forms bound into the Bidding Documents.

Respectively submitted on _____, 20____

NON-COLLUSION AFFIDAVIT

STATE OF OHIO)
) SS
 _____ COUNTY)

Bid identification _____

Contractor, _____

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

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

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

SIGNED _____

TITLE _____

Subscribed and sworn to me before this _____ day of _____, 20__

(SEAL) _____

DELINQUENT TAX AFFIDAVIT

As per Ohio Revised Code Section 5719.042
(to be completed prior to signing contract)

STATE OF OHIO)
) SS
_____ COUNTY)

The undersigned, _____
whether one or more than one, and if a corporation or partnership its official who signs these presents, being first duly cautioned and sworn according to law, deposes and states that the undersigned is entering into a contract with the City of North Olmsted, Ohio, a municipal corporation, pursuant to a competitive bid heretofore submitted.

CHECK APPLICABLE PARAGRAPH AND STRIKE THE PARAGRAPH THAT IS
INAPPLICABLE

_____ The undersigned further states that the undersigned has no delinquent personal property taxes on the general list of personal property of Cuyahoga County, Ohio.

_____ The undersigned further states that the undersigned has delinquent personal property taxes on the general tax list of personal property of Cuyahoga County, Ohio, and the amount of such due and unpaid delinquent taxes, unpaid penalties and interest thereon are as follows:

Affiant further sayeth not.

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE this _____ day of

_____, 20__

Notary Public

(SEAL)

**EQUAL OPPORTUNITY CLAUSE FORM FOR ALL MAJOR
PURCHASE ORDERS, LEASES AND CONTRACTS**

This form must be completed by vendors, lessors, or contractors who provide goods or services to the City of North Olmsted costing \$2,500.00 or more.

“In providing goods and/or services hereunder, vendor, lessor or contractor agrees to comply with the provisions of the Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders of non-discrimination in employment as may be issued with all the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.”

Company: _____

By: _____

Date: _____

Please return a copy of signed forms to the office of Personnel & Administrative Services and retain all signed forms within your respective departments. This form must be available for inspection by the E.E.O. official.

NOTICE OF AWARD

TO: XXXXXXXXXX

Attn: XXXXXXXXX

XXXXXXXXXX.

XXXXXXXXXX

You are hereby notified that the City of North Olmsted, Ohio, herein called the OWNER, has reviewed all Bids submitted for the supply of:

CITY OF NORTH OLMSTED, OHIO
CONCRETE AND RELATED MATERIALS

in accordance with the Contract Documents therefore prepared by XXXXXXXXXXXX, and that your (Lump Sum or Unit Price) Bid in the amount of see Agreement for pricing

Dollars (\$ see Agreement for pricing) has been accepted and that the OWNER intend to execute the Agreement for the Work, provided, that you first comply with the obligations of the successful Bidder set forth in the Instructions to Bidders and subject to the provisions of the form of the agreement enclosed herewith and the proper, punctual execution thereof by you. Acceptance of the OWNER is conditioned upon your compliance with entering into or to rescind the contract if you do not fulfill those obligations within the respective times specified.

Two copies of the Agreement are enclosed for your execution. All copies of these documents must be executed and returned within ten calendar days to the OWNER at the following address:

CITY OF NORTH OLMSTED, OHIO
5200 DOVER CENTER ROAD
NORTH OLMSTED, OHIO 44070
Attn: Service Director

Subsequent to execution of the Agreement by the OWNER, one copy of the Agreement be returned to you.

Date: _____, 20____ By: _____

Title

**AGREEMENT ENTERED BY AND BETWEEN CITY OF NORTH
OLMSTED AND MACK CONCRETE FOR THE SALE AND
PURCHASE OF SUPPLIES**

THIS CONTRACT is effective as of the **XXXXXXXXXXXXXXXXXXXX**, by and between the **CITY OF NORTH OLMSTED**, 5200 Dover Center Road, North Olmsted, Ohio, hereinafter called the “**CITY**,” and **MACK CONCRETE**, whose business address is: 201 COLUMBIA RD. VALLEY CITY, OH 44280, hereinafter called the “**Vendor**.”

WITNESSETH:

WHEREAS, pursuant to authorization of CITY Council, to-wit: Resolution No. 2023-12, the CITY advertised for bids for the purchase of CONCRETE AND RELATED MATERIALS [hereinafter referred to as the “**SUPPLIES**”] for various projects as required by the North Olmsted Service Department; and

WHEREAS, the SUPPLIES to be supplied are to meet and conform to all of the terms, conditions, and specifications contained in the bid package, including but not limited to the instructions to bidders, bid forms and insurance requirements, bid advertisement, general bid conditions, EEOC requirements, required affidavits, and specific bid specifications (hereinafter called the “**CONTRACT DOCUMENTS**”); and

WHEREAS, the VENDOR has submitted a bid to provide the SUPPLIES in accordance with the **CONTRACT DOCUMENTS**; and

WHEREAS, the CITY Board of Control, on **XXXXXXXXXXXX**, found and determined that the bid submitted by VENDOR was the lowest and best bid, and awarded the contract for furnishing the SUPPLIES to VENDOR; and

WHEREAS, the CITY Council, also pursuant to said Resolution No. 2023-12, further authorized and directed the Mayor to enter into a contract with the lowest and best bidder as determined by the Board of Control;

NOW, THEREFORE, the CITY and VENDOR for the consideration hereinafter set forth, agree as follows:

A. SUPPLIES. The VENDOR agrees to furnish the SUPPLIES, in the following amount required by the Service Department and in the following manner:

VENDOR shall supply materials to the CITY in strict compliance with the terms of this Contract and all of the **CONTRACT DOCUMENTS**. Specifically, VENDOR shall supply

materials to the CITY as specified by its BID FORM, and as such materials are listed and described in Section B, CONTRACT PRICE.

B. CONTRACT PRICE. The CITY agrees to pay, and the VENDOR agrees to accept, in full payment for the performance of this Contract by the VENDOR:

MIX DESCRIPTION:

NO. 1 4500 PSI CONCRETE
\$ _____ PER YARD _____
Numerals *Words*

NO. 2 4000 PSI CONCRETE
\$ _____ PER YARD _____
Numerals *Words*

~~**NO. 3 3500 PSI CONCRETE**~~
~~\$ _____ PER YARD _____~~
Numerals *Words*

~~**NO. 4 3000 PSI CONCRETE**~~
~~\$ _____ PER YARD _____~~
Numerals *Words*

~~**NO. 5 2500 PSI CONCRETE**~~
~~\$ _____ PER YARD _____~~
Numerals *Words*

NO. 6 A CLASS C CONCRETE #57 REVERSE BLEND W/OUT FLY ASH
\$ _____ PER YARD _____
Numerals *Words*

NO. 6 B CLASS C CONCRETE #8 W/OUT FLY ASH
\$ _____ PER YARD _____
Numerals *Words*

NO. 6 C CLASS C CONCRETE #8 REVERSE BLEND W/OUT FLY ASH
\$ _____ PER YARD _____
Numerals *Words*

NO. 7 CLASS MS CONCRETE W/OUT FLY ASH
\$ _____ PER YARD _____
Numerals *Words*

NO. 8 CLASS FS CONCRETE W/OUT FLY ASH
\$ _____ PER YARD _____
Numerals *Words*

RELATED MATERIALS:

NO. 9 1% LIQUID CALCIUM _____

\$ _____ PER YARD _____
Numerals *Words*

NO. 10 2% LIQUID CALCIUM _____

\$ _____ PER YARD _____
Numerals *Words*

NO. 11 25 LB. FLAKE CALCIUM

\$ _____ PER BAG _____
Numerals *Words*

NO. 12 50 LB. FLAKE CALCIUM _____

\$ _____ PER BAG _____
Numerals *Words*

NO. 13 FIBER – RESIDENTIAL ¾ LB.

\$ _____ PER YARD _____
Numerals *Words*

NO. 14 FIBER – COMMERCIAL 1 ½ LB.

\$ _____ PER YARD _____
Numerals *Words*

NO. 15 MID-RANGE WATER REDUCER

\$ _____ PER YARD _____
Numerals *Words*

NO. 16 PLASTICIZER ½ DOSE

\$ _____ PER YARD _____
Numerals *Words*

NO. 17 1% NCA

\$ _____ PER YARD _____
Numerals *Words*

NO. 18 2% NCA _____

\$ _____ PER YARD _____
Numerals *Words*

NO. 19 RETARDER

\$ _____ PER YARD _____
Numerals *Words*

NO. 20 WINTER HEAT (November 1st through April 1st)
\$ _____ PER YARD _____
Numerals *Words*

INCIDENTAL CHARGES:

NO. 21 1 YARD – 1.75 YARDS
\$ _____
Numerals *Words*

NO. 22 2 YARDS – 3.75 YARDS
\$ _____
Numerals *Words*

NO. 23 4 YARDS – 5.75 YARDS
\$ _____
Numerals *Words*

NO. 24 LATE CHARGES (AFTER 4PM)
\$\$ _____
Numerals *Words*

NO. 25 SATURDAY/WEEKEND CHARGE
\$ _____
Numerals *Words*

NO. 26 COLOR CLEANOUT
\$ _____
Numerals *Words*

~~**NO. 27 SPECIAL AGGREGATE CHARGE PER LOAD**~~
~~\$ _____~~
~~*Numerals* *Words*~~

NO FUEL SURCHARGES OR ADDITIONAL STOP CHARGES

All Concrete and Related Materials are to be delivered to the City’s specified location.

Upon delivery, ALL delivery tickets must contain the batch weights.

The Contract Price specified herein includes reimbursement for all applicable federal excise taxes, sales taxes, use taxes, occupational taxes or any other tax or charge, where applicable, whether imposed by the federal, state, or local government.

C. TERM OF AGREEMENT. The term of this Contract shall be ONE YEAR from the effective date of this contract.

D. CITY'S ACCEPTANCE AND TIME OF PAYMENT. Payment of the Contract Price shall be made as follows:

Upon pick up by the CITY from the VENDOR of the SUPPLIES, the CITY will inspect the SUPPLIES. Such inspection may include a demonstration and testing of the SUPPLIES to insure compliance with the requirements of all CONTRACT DOCUMENTS.

The CITY will notify VENDOR in writing within thirty (30) days of the date of delivery of all particulars in which inspection reveals that the SUPPLIES are incomplete, defective, or otherwise not in compliance with the CONTRACT DOCUMENTS.

VENDOR shall immediately take such measures as are necessary to remedy all deficiencies, and all deficiencies shall be cured no later than ten (10) days from the date of notification by the CITY. After VENDOR has remedied all deficiencies to the SUPPLIES, after the CITY has accepted the SUPPLIES as provided, and after the CITY has received any required title documents or other written documents required in the Contract or in the CONTRACT DOCUMENTS, then the VENDOR shall submit an invoice to the CITY for payment of the Contract Price. Such invoice shall be mailed or hand delivered to the attention of the Director of Finance and shall be payable within thirty (30) days of receipt by the CITY.

VENDOR's obligation to furnish the SUPPLIES in accordance with the CONTRACT DOCUMENTS shall be absolute. Neither approval of payment, nor any payment by CITY to VENDOR under the CONTRACT DOCUMENTS, nor any act of acceptance by CITY nor any failure to do so, nor any correction of defects by CITY shall constitute an acceptance of the SUPPLIES not in accordance with the CONTRACT DOCUMENTS.

The acceptance of payment by VENDOR shall constitute a waiver of all claims by VENDOR against the CITY other than those claims made in writing prior to acceptance of payment and still unsettled at the time of payment.

E. NEW SUPPLIES. All SUPPLIES and materials incorporated into the SUPPLIES shall be new SUPPLIES and materials. No used or remanufactured SUPPLIES or materials shall be incorporated into the SUPPLIES without VENDOR first having received prior written approval of the same by the CITY.

F. TITLE. VENDOR represents and warrants that it shall convey to the CITY, at the time of delivery, good title to all SUPPLIES free of any liens, encumbrances or title infirmities of any type. The VENDOR shall provide a Bill of Sale for the SUPPLIES.

G. GUARANTIES AND WARRANTIES. Where the CONTRACT DOCUMENTS require the VENDOR or manufacturer to provide a guaranty or warranty or where the SUPPLIES is accompanied by a manufacturer's or other VENDOR's guaranty or warranty, the VENDOR

shall be responsible for obtaining said guaranty or warranty and delivering and, where required, assigning said guaranty or warranty to the CITY. Acceptance of any such guaranties or warranties by the CITY shall be a precondition to payment.

H. CONDITION OF SUPPLIES. The SUPPLIES shall be completely ready for immediate use. The SUPPLIES shall conform to all current federal, state, and local government regulations.

I. INSURANCE REQUIREMENTS.

1. Commercial Liability, Bodily Injury and Property Damage Insurance: The Contractor shall take out and maintain during the life of this agreement Comprehensive Commercial Liability, Bodily Injury and Property Damage Insurance to protect him, the City and any subcontractor during the performance of any work covered by this agreement from claims or damages for bodily injury, including accidental death, as well as claims for property damages, which may arise from operations under this agreement whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City. Each insurance policy shall name the City as insured along with the Contractor. The primary insurance policy shall not be less than a minimum combined single limit of \$1,000,000.

2. Automobile Liability, Bodily Injury and Property Damage Insurance: The Contractor shall take out and maintain during the life of this agreement Automobile Liability, Bodily Injury and Property Damage Insurance under a comprehensive form, to protect him, the City and any subcontractor during the performance of any work covered by this agreement from claims or damages for bodily injury, including accidental death, as well as claims for property damages, which may arise from operations under this agreement, whether such operations be by himself or by any subcontractor, or by anyone directly or indirectly employed by either of them, or in such a manner as to impose liability on the City. Each insurance policy shall name the City of North Olmsted as insured along with the Contractor. The primary insurance policy shall not be less than a minimum of \$1,000,000 combined single

limit. This shall cover all motor vehicles and equipment engaged in any and all operations performed, directly or indirectly, under the terms of this agreement.

3. Subcontractor's Insurance: The Contractor shall require subcontractors, if any, not protected under the Contractor's Insurance policies to take out and maintain insurance of the same nature and kind and in the same amounts as required of the Contractor by the contract documents.

4. Worker's Compensation Insurance: Before any work is commenced, the contractor shall take out and maintain during the life of this agreement, Worker's Compensation Insurance in accordance with the laws of the State of Ohio. In case any work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the contractor. In case any class of employees engage in work under this agreement is not protected under the Worker's Compensation Statute, the contractor shall provide such insurance for any such employees, and shall provide or cause each subcontractor to provide, Employer's Liability Insurance for the protection of his employees not protected by the Worker's Compensation Statute. Contractor shall provide the City a current copy of its Ohio Bureau of Workers Compensation certificate.

J. CONTRACT DOCUMENTS. The Contract consists of the CONTRACT DOCUMENTS listed below which are incorporated herein by reference. In the event that any provision of one Contract Document conflicts with the provision of another Contract Document, the provision in the Contract Document first listed below shall govern over any other Contract Document which follows it numerically, except as otherwise specifically stated:

1. Contract (This Instrument).
2. Instructions to Bidders
3. General Conditions.
4. Specifications.
5. Bid Proposal.
6. Affidavits and Certificates.

K. SURVIVAL OF CONTRACT TERMS AND CONDITIONS. The terms of all CONTRACT DOCUMENTS, including but not limited to all warranties and guaranties, shall survive the acceptance of the SUPPLIES by the CITY and the acceptance of payment by the VENDOR.

L. SUBCONTRACTORS. The Contract shall not be construed as creating any contractual relation between any such Subcontractor and the CITY. No subcontractor shall be hired without first having received the prior written approval of the CITY. In the event that any subcontractor is proposed and approved by the CITY, VENDOR agrees to meet or exceed all terms and conditions of CONTRACT DOCUMENTS.

M. AUTHORITY AND RESPONSIBILITY OF DIRECTOR. All services to be performed under the Contract shall be done under the observation of the Director of Public Service, or in his absence, by the Streets Department Foreman. The Director or Streets Foreman, in cooperation with such other CITY official(s) having the authority to do so, shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Bids and Specifications and all questions as to the acceptable fulfillment of the Contract on the part of the VENDOR.

N. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to CITY:

Director of Public Service
City of North Olmsted Service Department
5200 Dover Center Road
North Olmsted, Ohio 44070

If to VENDOR:

XXXXXXXXXXXX

Attn: XXXXXXXXXXX

XXXXXXXXXXXX

XXXXXXXXXXXX

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be given.

O. NONDISCRIMINATION. VENDOR agrees to comply with all applicable federal, state, county, and local laws regarding nondiscrimination, and specifically agrees not to refuse to employ or refuse to continue in any employment, any person on account of race, color, religion, creed, sex, national origin, or disability.

P. NON-WAIVER. Neither the waiver by either party to this Contract, or any breach of any agreement, condition or provision of this Contract, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of, any agreement, condition or provision, shall be considered to be a waiver of the Contract, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Contract may be waived except by written agreement of the party to be charged.

Q. AUTHORITY. The undersigned representatives of each of the parties hereby represent and warrant that he/she is the duly authorized officer or agent of such party, that each party has approved and ratified this Contract by appropriate legal action, and that this Contract constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the parties.

R. SUCCESSORS AND ASSIGNS. The CONTRACT DOCUMENTS and all of the covenants hereof shall inure to the benefit of and be binding upon the CITY and the VENDOR respectively and its partners, successors, assigns and legal representatives. Neither the CITY nor the VENDOR shall have the right to assign, transfer or sublet its interests or obligations hereunder without written consent of the other party.

S. GOVERNING LAW. The CONTRACT DOCUMENTS shall be governed by the laws of the State of Ohio. Any disputes between the parties arising out of this contract shall be adjudicated, if at all, in a court of competent jurisdiction in Cuyahoga County, Ohio.

T. ENTIRE CONTRACT. The parties agree that this Contract and the CONTRACT DOCUMENTS cancel and supersede any prior agreements, and as of the date hereof comprise the entire, complete, and exclusive statement of the agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in three (3) original counterparts on the day and year first above written.

Signed in the presence of:

VENDOR NAME

By: _____

Title: _____

Phone: _____

CONTACT NAME & PHONE NUMBER FOR ORDERS

CITY OF NORTH OLMSTED

By: _____

Nicole Dailey Jones, Mayor

Approved as to Legal Form:

Michael R. Gareau, Jr.
Director of Law

Date

FISCAL OFFICER'S CERTIFICATE

I, the Director of Finance of the City of North Olmsted, Ohio, and the Fiscal Officer of the said City, do hereby certify that the funds required by this contract with **XXXXXXXXXX** (name of company) have been lawfully appropriated for such purpose and are in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrances and not appropriated for any other purpose.

Carrie B. Copfer, CPA
Director of Finance
City of North Olmsted, Ohio

Date

Ohio Revised Code Section 3517.13 (J)(3) Certification
(Ohio Corporations)

The undersigned officer of _____, an Ohio for profit corporation, acknowledges the provisions of Section 3517.13 of the Ohio Revised Code, which establish certain campaign contribution limits and requirements for contractors that are awarded municipal contracts for goods and services with a cost aggregating to more than ten thousand dollars (\$10,000.00) in a calendar year.

The undersigned certifies that all of the following persons related in the corporation, as applicable, are compliance with division (J) (1) of said Section 3517.13:

- (a) Each owner of more than twenty percent of _____
(Company)
- (b) Each spouse of an owner of more than twenty percent of _____
(Company)
- (c) Each child seven years of age to seventeen years of age of an owner of more than twenty percent of Mack Concrete; and
(Company)
- (d) Any combination of persons identified in paragraphs (a) through (c) above.

Note: Whoever knowingly makes a false statement on a certification required by division (J) (3) of section 3517.13 of the Ohio Revised Code is guilty of a felony of fifth degree, and any contract that includes, or is dependent upon, the certification made in violation of that division shall be rescinded.

By: _____ (Name)

Its: _____ (Office)

Dated: _____