

## NOTICE TO BIDDERS

Pursuant to Article XV Sections 73-75 of the Delaware Charter, sealed bids will be received by the City of Delaware, Ohio, City Hall, One South Sandusky Street, Delaware, Ohio 43015, until 10:00am, on June 4, 2015 at the City Manager's Office and opened immediately thereafter, for the following:

### Contract

Asphalt, Concrete and Stone Contract

Bid Number –14-15

in accordance with the specifications prepared by and/or for the City of Delaware and on file in the City Manager's Office.

Information concerning the Bid, Plans, Specifications and other Contract Documents may be examined at:

City of Delaware, Ohio  
City Hall  
City Manager's Office  
Delaware, Ohio 43015

Each bid must be accompanied by a Bid Guaranty meeting the requirements 153.54 to 153.57 of the Ohio Revised Code. Bids shall be sealed and addressed to :

City of Delaware, Ohio  
City Manager's Office  
City Hall  
One South Sandusky Street  
Delaware, Ohio 43015

Prospective bidders may address inquiries to Jacqueline M. Walker, Assistant City Manager, (740) 203-1025.

No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. The City of Delaware reserves the right to reject any or all bids, to waive any informalities and to award the bid or bids to the lowest responsive and responsible bidder as deemed to be in the best interest of the City, as determined by the City Manager.

City of Delaware, Ohio  
R. Thomas Homan  
City Manager

Advertise on the City of Delaware's website from May 13 through June 3, 2015.

INSTRUCTIONS AND CONDITIONS  
FOR SUBMITTING BIDS

**IMPORTANT: All questions regarding this project must be emailed to Jackie Walker ([jwalker@delawareohio.net](mailto:jwalker@delawareohio.net)) no later than noon local time on June 1, 2015. Any addenda will be posted to the City's website ([www.delawareohio.net](http://www.delawareohio.net)) no later than the close of business on June 1, 2015. It is the bidder's sole responsibility to check the website at the appointed day and time for any information regarding this bid.**

1. Sealed bids with both bid number and opening date recorded on the outside of the envelope shall be submitted to the City Manager's Office prior to the date and hour of the bid opening. Each bid package shall contain a duplicate in the envelope. If an addendum to the Bid Documents is issued within ninety-six (96) hours of the scheduled bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening date will be extended by one week with no further advertising. Any bid submitted with insufficient postage will be rejected.

A bidder will place the represented company's name and address on the bid envelope. All bids should be submitted to:

City of Delaware, Ohio  
City Manager's Office  
One South Sandusky Street  
Delaware, Ohio 43015

2. The bidder should take care to check each bid carefully. Once the bids are opened, all bid offers are firm. It is a condition of any award, under this notice and any resulting bid, that bidders shall deliver at prices quoted, unless the bid is withdrawn in accordance with the following paragraph.
3. No bid may be withdrawn for a period of sixty (60) days after the date of opening. If not accepted within such a period, a bid may be withdrawn without prejudice anytime thereafter, except, a bidder for a contract with the City of Delaware may withdraw a bid from consideration if the price bid was substantially lower than other bids submitted in good faith and the reason for the price bid was a clerical mistake as opposed to a judgmental mistake and was actually due to an unintentional and arithmetical error or an unintentional omission of a substantial quantity of work, labor or material made directly in compliance of the bid. Notice of a Claim of Right to Withdraw the bid must be filed no later than two business days after the date of opening with the City of Delaware.
4. Upon signing a contract, a bidder must submit a contract bond. If a bidder fails to submit a contract bond, the City has the right to dismiss the award, accept another or re-bid the contract.
5. It is the responsibility of each bidder to examine all Bid Documents. Should any requirement in the Bid Documents appear to a bidder to be in conflict or unclear, a written request for

clarification should be addressed to the Purchasing Agent at the City of Delaware, One S. Sandusky Street, Delaware, Ohio 43015 as soon as discovered, prior to the opening date. The Purchasing Agent shall reply to all such inquiries. Verbal interpretations will not be honored and must not be relied upon. In case of a discrepancy or violation of the Ohio Revised Code or the Delaware City Codified Ordinances, in the Bid Documents, an addendum will be issued to clarify the matter. The Purchasing Agent will forward a copy of same to all individuals holding Bid Documents. It is the responsibility of each individual holding Bid Documents to confirm with the Purchasing Agent that they have received all addenda.

6. The City reserves the right to waive any informalities or irregularities. In accordance with Section 9.312 of the Ohio Revised Code, The City will award the contracts hereunder to the lowest and best bid as determined by the City. The City reserves the right to reject any and all bids and to award the contract hereunder to any remaining bidder.
7. A bidder is required to furnish all information requested in the Bid Documents. Additional sheets may be attached to the original Bid Documents, but they must have the bidder's name and the bid number. Bidders shall give brand names and types offered whenever possible.
8. Manufacturer's names, trade names, brand names or catalog numbers listed in the Bid Documents are used for reference only as a description and to establish acceptable quality levels. Items determined by the City to be of equal or better quality will also be considered. Alternates will only be accepted and considered after the award to primary specifications is made.
9. The City is exempt from taxation. Federal transportation and excise taxes as well as state excise taxes shall not be included in bid prices. Tax exemption certificates will be furnished upon request.
10. Bidders may offer cash discounts for prompt payment of invoices, but their discounts will not be used in determining the final net prices bid. The City may take advantage of such discounts, if offered.
11. Any contract resulting from the Notice To Bidders is binding on the successful bidder ("vendor"). If the vendor fails to meet bid and contract requirements, the entity has the right to cancel the contract and purchase replacement articles or services in the open market. Costs and expenses in excess of the contract price necessitated by such replacement purchases shall be reimbursed to the City. The City has the right to insist on future compliance with the Bid Requirements.
12. Contracts shall be awarded to the lowest most responsive and responsible bid.
13. Any contract resulting from an acceptance of this Notice To Bidders shall require full compliance with Title VI of the Civil Rights Act of 1964 as amended March 1972, Presidential Executive Order, 11246, Governor's Executive Order January 27, 1972, and Section 125.081 and 125.11 Ohio Revised Code.

14. If no bid is submitted, the Notice To Bidders should be marked and returned to the City of Delaware. Include on the bid form or by attachment the reasons for not bidding.
15. Challenges or appeals on a bid award must be directed to the City Manager's Office, City Hall, One South Sandusky Street, Delaware, Ohio 43015.
16. Merchandise shall be delivered Prepaid F.O.B. Destination unless otherwise specified in the Notice To Bidders.
17. All property must be properly protected in transit and delivered promptly for indoor delivery.
18. Invoices should be mailed to the address of the destination of delivery.
19. Along with the bid, each bidder must submit a letter certifying that their organization is covered by Worker's Compensation. Upon award, the successful vendor shall submit proof of such coverage.
20. It is the intent to award the contract to the lowest responsive and responsible bidder meeting or exceeding the requirements specified herein as more fully explained in the Bid Requirements.
21. The vendor shall defend, indemnify and hold harmless the City from any and all liabilities, claims and actions arising from the performance of this contract.
22. The contract and any modifications, amendments or alterations shall be governed, construed and enforced by and under the laws of the State of Ohio.
23. The Bid Documents consist of the Notice To Bidders, the Instructions and Conditions for Submitting Bids, the Bid Requirements, including the General Conditions and the Technical Specifications, the Bid Form, the Noncollusion Affidavit, Delinquent Personal Property Tax Affidavit, Bid Guaranty and Contract Bond and any addenda. The Bid Documents form the agreement between the City of Delaware, the vendor, and each is incorporated by reference into each other and is fully part of the contract as if attached thereto or fully rewritten therein and each shall remain in effect during the life of the contract.
24. The Bid Documents constitute the entire agreement between the City and the vendor and supersede any prior agreements or understandings, written or oral.
25. If any term or provision of the contract between the City and the vendor or the application thereof to any person or circumstance, is finally determined, including any appeals, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of said agreement, or the application of such term or provisions to other persons or circumstances, shall not be affected thereby and each term and provision of the contract between the City and vendor shall be valid and enforced to the fullest extent permitted by law.

26. Time is of the essence to each and every portion of this contract.
27. The awarded bid shall be available to other local governmental entities (i.e. municipalities, townships) wishing to purchase off of the City's bid, during the bid's original period.

FORM OF BID PROPOSAL

- NOTE 1. The wording in this bid shall be retained throughout, without changes, alterations, or additions. Any change in the wording may cause the Bid Proposal to be rejected as not complying with the law.
- NOTE 2. The Form of Bid Proposal shall be accompanied by a BID GUARANTY meeting the requirements of Sections 153.54 to 153.57 of the Ohio Revised Code. Noncompliance with requirements pertaining to the BID GUARANTY will cause a Bid Proposal to be rejected as not complying with the law.
- NOTE 3. The bidder shall take care in preparing the Bid Proposal and be sure to sign the Proposal.

PROPOSAL

SUBMITTED BY: \_\_\_\_\_  
\_\_\_\_\_ 20 \_\_\_\_\_

To the City of Delaware, City Manager's Office, One South Sandusky Street, Delaware, Ohio 43015. Having read the Specifications and examined the drawings entitled:

Asphalt, Concrete and Stone Contract  
City Of Delaware  
Delaware, Ohio

and having also received, read and taken into account Addenda Numbers:

\_\_\_\_\_ and having inspected the site and the conditions affecting and governing the performance of said project, the undersigned hereby proposes to furnish all material and to perform all labor as specified and described in the said Specifications for the following sums:

BID:

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City of Delaware  
Delaware, OH 43015

and having also received, read, and taken into account Addenda Numbers:

\_\_\_\_\_ and having inspected the site and the conditions affecting and governing the performance of said project, the undersigned hereby proposes to furnish all material and to perform all labor as specified and described in the said Specifications for the following sums:

BID:

ASPHALT

ITEM	ESTIMATED QUANTITIES	PRICE PER TON
301	1500 tons	\$ _____
402	1000 tons	\$ _____
404	1500 tons	\$ _____
448 Type I	500 tons	\$ _____
448 Type II	500 tons	\$ _____
Cold Patch	100 tons	\$ _____

Plant Location \_\_\_\_\_

Provide the months of operation for: 2012 \_\_\_\_\_  
2013 \_\_\_\_\_  
2014 \_\_\_\_\_

STONE

ODOT SIZE	ESTIMATED QUANTITIES	PRICE PER TON WASHED	PRICE PER TON UNWASHED
1	100	\$ _____	\$ _____
2	500	\$ _____	\$ _____
57	1000 washed 3000 unwashed	\$ _____	\$ _____
8	1000	\$ _____	\$ _____
9	1000	\$ _____	\$ _____
Dry 9	1000	*dry for salting	\$ _____
304.02	1000		\$ _____
411.02	5000		\$ _____
310	1000		\$ _____

Plant Location \_\_\_\_\_

CONCRETE

ITEM	ESTIMATED QUANTITIES	Price per Cubic Yard	
		DELIVERED	PICK-UP
Class C – 600 lbs	1200 yards	\$ _____	\$ _____
ODOT Fast Set 900 lbs 29% calcium	100 yards	\$ _____	\$ _____
Class S – 715 lbs	50 yards	\$ _____	\$ _____
CDF	1000 yards	\$ _____	\$ _____
Moderate Set 800 lbs	100 yards	\$ _____	\$ _____

Plant Location \_\_\_\_\_

\*Per ODOT Specifications

#### NOTE "A"-PURCHASING OPTIONS

The City of Delaware reserves the right to extend this contract for a period of one year if both parties agree to keep the prices as proposed for the material. Vendor should take care to understand that the above quantities are simply estimates and do not bind the City of Delaware to any specific amounts. The City of Delaware reserves the right to award this contract to one or more companies for the same material.

#### NOTE "B"-EXECUTION OF DUTIES

Bids submitted under this Bid Proposal are acknowledged by the City of Delaware to be conditioned that the Vendor not be prevented from executing the duties contained within due to disruptions affecting sources of supply or the normal progress of work. The City of Delaware is not responsible to the Vendor for delays.

#### NOTE "C"-BID GUARANTY

Each bidder must submit with the Form of Bid Proposal one of the following Bid Guaranties meeting the requirements of Sections 153.54 to 153.57 of the Ohio Revised Code.

a) Bidder is cautioned that the Bid Guaranty required by Section 153.54(B) Ohio revised Code is to be submitted on the City of Delaware Form of Bid Guaranty and Contract Bond, and that the Bond is to be signed by both the Surety (Sureties) and the bidder. Name and address of endorsers shall also be typed immediately below the signatures. IF THE AMOUNT IS LEFT BLANK, THE PENAL SUM OF THE BID GUARANTY AND CONTRACT BOND WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BASE BID PLUS IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE. IN ACCORDANCE WITH SECTION 5729.20 OF THE OHIO REVISED CODE, THE BID GUARANTY AND CONTRACT BOND MUST BE SIGNED BY AN OHIO RESIDENT AGENT IF THE BOND IS ISSUED BY AN OUT-OF-STATE AGENT.

b) In lieu of the Bid Guaranty and Contract Bond required above, the bidder may submit the Bid Guaranty in the form of a Certified Check, Cashier's Check or a Letter of Credit pursuant to Chapter 1305 of the Ohio Revised Code which shall be equal to ten percent(10%) of the total Bid. The Bid Guaranty shall be payable to the City of Delaware.

#### NOTE "D"-EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION:

The Pre-Bid conditions are predicated on the Governor's Executive Order of January 27, 1972, and Final Order of November 30, 1973, relating to Equal Opportunity in the State of Ohio.

A responsive bidder must sign the certification clause provided on the preprinted bid envelope, adopting the goals and timetables set out in Appendix "A" in the State EEO Bid conditions and the "specific affirmative action steps" set out in Appendix "B" as its affirmative action program for the project. The bidder must sign the EEO certification clause prior to opening the bids.

A bidder must also comply by securing approval of its own affirmative action plan from the State EEO Coordinator prior to the opening of bids. The affirmative action plan must respond to Part IV, Section 401-C of the Governor's Executive Order. If submitting a previously approved affirmative action plan for this project, check box on the pre-printed certification envelope.

Noncompliance with the foregoing requirements will cause the bid to be rejected, as non-responsive with the Final Order and Gubernatorial Executive Order.

If you require further clarification of this matter, it is requested that you contact the Equal Opportunity Coordinator at (614)466-8380.

NOTE"E"-PROFESSIONAL REFERENCES

The bidder will supply the City of Delaware with five specific locations in Central Ohio which have been serviced by the company during the last five years. Include the dates in which the service was performed, and the name and phone number of a contact person:

- a) \_\_\_\_\_
- b) \_\_\_\_\_
- c) \_\_\_\_\_
- d) \_\_\_\_\_
- e) \_\_\_\_\_

NOTE"F"-COMPANY INFORMATION

The bidder will supplement the proposal by supplying the following information for use in the preparation of the Contract.

NAMES OF INDIVIDUAL MEMBERS OF THE FIRM: \_\_\_\_\_

NAME OF COMPANY/CORPORATION: \_\_\_\_\_

NAME OF PRESIDENT: \_\_\_\_\_

CORPORATION IS ORGANIZED UNDER THE LAWS OF: \_\_\_\_\_

CORPORATION ADDRESS: \_\_\_\_\_

CORPORATION PHONE: \_\_\_\_\_

FEDERAL TAX I.D.

NUMBER: \_\_\_\_\_

EXECUTION OF PROPOSAL

NOTE: Failure to sign proposal may result in rejection of bid.

THIS PROPOSAL SUBMITTED BY:

\_\_\_\_\_  
 (NAME OF CONTRACTOR)  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 (SIGNATURE OF CONTRACTOR OR  
 AUTHORIZED REPRESENTATIVE)

**BID GUARANTY AND CONTRACT BOND**  
(Section 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
Surety, are hereby held and firmly bound unto the City of Delaware, hereinafter called Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the obligee on

\_\_\_\_\_ to undertake the project known as

\_\_\_\_\_, the City of Delaware, City Hall, Delaware, Ohio 43015.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive alternate proposals made by the Principal on the date referred to above to the Obligee which are accepted by the Obligee. In no case shall the penal sum exceed the amount of:

\_\_\_\_\_ Dollars

\$ \_\_\_\_\_

(IF THE ABOVE LINE IS LEFT BLANK, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ADD ALTERNATES. ALTERNATIVELY, IF COMPLETED, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID, INCLUDING ADD ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT whereas the above name Principal has submitted a bid on the above reference project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amounts specified in the bid and such larger amount which the Obligee may in good faith contract with the next lowest and best bidder to perform the work covered by the bid or in the event the Obligee does not award the contract with the next lowest and best bidder to perform the work covered by the bid or in the event the Obligee does not award the contract with next lowest and best bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid or the costs, in connection with the resubmission or printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remaining full force and effect; if the Obligee accepts the bid of the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material which said contract is made apart of this bond the same as through set forth herein; and

IF THE SAID PRINCIPAL shall well and faithfully perform each and every condition of such contract and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions

thereof and in accordance with the plans, details, specifications and bills of material therefore; shall pay all lawful claims for subcontractors, material men and laborers, for work performed and materials furnished in the carrying forward, performing or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void ,otherwise the same shall remain in full foræ and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of said contract or in to the plans and specifications therefore shall in anyway affect the obligations of said Surety on this bond and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or the plans and specifications.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Principal:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Surety: \_\_\_\_\_

Surety Company Address:

\_\_\_\_\_

By: \_\_\_\_\_  
(ATTORNEY-IN-FACT) (CITY) (STATE) (ZIP CODE)

SURETY AGENT'S ADDRESS

\_\_\_\_\_  
AGENCY NAME

\_\_\_\_\_  
STREET

\_\_\_\_\_  
CITY, STATE, ZIP CODE

NONCOLLUSION AFFIDAVIT

The Bidder is required to execute and submit with the Bid, the Noncollusion Affidavit.

State of Ohio

County of Delaware

Bid Name and Number \_\_\_\_\_

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 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 Bidder, or to fix any overhead, profit or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the City of Delaware 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 the Bid price or any other 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 individual except to a person or persons as having a partnership or other financial interest with said Bidder in his general business.

Signed:

\_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

Seal of Notary

\_\_\_\_\_

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

NOTE: Certification must be filled out and signed. Failure to comply may invalidate your bid.

\_\_\_\_\_ hereby adopts the goals and timetable  
Name of Contractor  
set out in Appendix "A" of the state EEO Bid Conditions and the "Specific Affirmative  
Action Steps" set out in Appendix "B" as its Affirmative Action Program for this project.

\_\_\_\_\_ agrees to comply with all applicable  
Name of Contractor  
requirements of the State EEO Bid Conditions and to incorporate this Certification in all  
subcontracts on this project regardless of tier.

\_\_\_\_\_

Date Signature of Contractor or Authorized Representative

Please indicate if you are submitting your company's own Affirmative Action Plan \_\_\_\_\_

BID REQUIREMENTS  
SECTION 1

GENERAL CONDITIONS

1. CONTRACT AWARD: The intention of the Invitation to Bid is to obtain competitive bids for:

Asphalt, Concrete and Stone Materials

In accordance with Section 9.312 of the Ohio Revised Code, the City of Delaware reserves the right to evaluate all bids submitted and to accept the lowest and best bid as determined at the discretion of the City of Delaware. Bidders are advised that along with cost, the ability to satisfy the requirements, specifications, and the intent set by the City of Delaware shall be of primary consideration in the award of the contract as will any applicable preferences.

2. BID NUMBER: A Bid Number is assigned to every bid distributed. This Bid Number may be found on the Notice to Bidders.
3. TERMS OF PAYMENT: Invoices shall be rendered in duplicate to the City of Delaware, One South Sandusky Street, Finance Department, Delaware, Ohio 43015.
4. DELIVERY: The Vendor shall furnish and deliver at the Vendor's expense to the City location where instructed.
5. INSURANCE COVERAGE: The Contractor is responsible for maintaining the level and type of insurance coverage in all locations when working under the direction of this contract. **The Contractor shall obtain and maintain during the life of the contract such full insurance coverage wherein the City of Delaware is named as an additional insured**, and shall protect himself, the City of Delaware and any Subcontractor performing work covered by the contract from claims from property damage, product liability and personal injury, including accidental death which may arise from operations be performed by the Contractor or by any Subcontractor or by anyone directly employed by either of those parties. These policies shall contain the following special provisions: "The Company agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy, with respect to the contract involved, written notification shall be mailed to the City of Delaware, Municipal Building, 1 South Sandusky Street, Delaware, Ohio 43015. Certificates of Insurance indicating the availability of the described coverage will be filed with the City of Delaware within five (5) business days from the award of the contract. The amounts of the insurance shall be as follows:
  - a. Public Liability Insurance for bodily injuries, including accidental death, in the amount of not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate, and
  - b. Property Damage Insurance in the amount not less than \$1,000,000 for each accident or occurrence and \$1,000,000 aggregate.

The successful contractor, vendor, etc... must submit their insurance certificate naming the City of Delaware as an additional insured on ISO Form CG 2010 (11/85 edition). All other forms will be rejected.

6. SUBCONTRACTORS: Since the contract is made pursuant to the bid proposal submitted by the Contractor and in reliance upon the Contractor's qualification and responsibility, the Contractor shall not sublet nor shall any Subcontractor commence performance of any part of the work included in this contract without the previous written consent of the City of Delaware. The City of Delaware reserves the right to pre-approve any Subcontractor's qualifications and their reliability to perform the work as intended. Subletting portions of this contract does not relieve the Primary Contractor or its Surety from any of their responsibilities of this contract.
7. QUALIFICATIONS OF BIDDER: The City of Delaware reserves the right to require proof of qualifications from any vendor and to investigate any and all references. The City of Delaware will determine competency of the vendor based on the information collected.
8. PERFORMANCE REQUIREMENTS: The delivery of any material, or the performance of any labor hereunder which does not in all respects adhere to the Specifications will be rejected and the Contractor notified by the City of Delaware. If the Contractor fails to immediately correct the situation, the City of Delaware will purchase the materials or services required in the open market. The Contractor will be responsible for reimbursing the City of Delaware for any incurred excess costs.
9. INCIDENTAL DAMAGES: The Vendor shall be held liable for any incidental damages suffered by the City of Delaware as a result of Vendor's breach including expenses reasonably incurred in the inspection, receipt, transportation, care and custody of goods rightfully rejected, any commercially reasonable charges, expenses or commissions in connection with effecting cover and any reasonable expense incident to the delay or breach.
10. PATENT OR COPYRIGHT INFRINGEMENT: The Vendor shall protect, defend and save harmless the City of Delaware, its members, agents and employees against all suits at law or in equity and from all damages, claims, or demands for actual or alleged infringement of any patent or copyright by reason of the use of the materials supplied by the Vendor.
11. COMPLETENESS OF INFORMATION: The City of Delaware reserves the right to seek or require verification, validation or clarification of any Bidder's data and information presented in any bid.
12. WARRANTY: No payment, no provision in the Bid Documents, and no acceptance by the City of Delaware shall relieve the Vendor of liability for any warranties, expressed or implied.

BID REQUIREMENTS  
SECTION II

Technical Specifications:

Concrete - All concrete materials proposed to be furnished shall meet the latest Construction and Material Specifications as set forth by the State of Ohio Department of Transportation for the various grades and types of material proposed. The price per cubic yard shall be the cost of the material delivered to the City's site. Price per cubic yard shall be the cost of material loaded on the City's truck at bidder's plant.

Asphalt - All asphalt material proposed to be furnished shall meet the latest specifications as set forth by the State of Ohio Department of Transportation in their Construction and Material Specifications.

Asphalt content to be  
6 1/2 to 7%. The price per ton shall be the cost of the material loaded on the City's truck at the bidder's plant.

Stone - All stone or gravel proposed to be furnished shall conform to the latest Construction and Specifications of the Ohio Department of Transportation for the various sizes and grades. Washed stone when bid shall be washed in clean water so as to remove dust and other objectionable foreign material. All prices are to be for stone in the various sizes loaded in trucks at the quarry site. Should the successful bidder be unable, at any time, to furnish suitable material, the City reserves the right to obtain said material at whatever site said suitable material is available. Due to indefinite amounts of stone to be purchased.

The City of Delaware reserves the right to award this contract to one or more vendors as the City Manager deems to be in the best interest of the City.

The term of this contract will be 12 months from executing this contract and may be extended for two one year periods providing that the bid prices do not exceed the annual Consumer Price Index . Either party may cancel this contract with a thirty day written notice to the other party.