

**CITY OF EASTLAKE, DEPARTMENT OF PUBLIC SERVICE  
35150 LAKE SHORE BOULEVARD  
EASTLAKE, OHIO 44095**

**SPECIFICATIONS AND BID FORMS FOR THE PURCHASE OF  
STONE AND SLAG AGGREGATE**

**FOR THE PERIOD OF APRIL 1, 2020 TO MARCH 31, 2021  
WITH A CITY OPTION FOR APRIL 1, 2021 TO MARCH 31, 2022**

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DATE: March 6, 2020

PLEASE DO NOT REMOVE ANY PORTION OF THIS BID PACKAGE

## I. LEGAL NOTICE

Sealed bids for the following items will be received by the Director of Public Service of the City of Eastlake at 35150 Lakeshore Boulevard, Eastlake, Ohio, until noon on Monday, March 23, 2020. Separate Bid Packages for each of these items are available on the City website or from the office of the Finance Director, 35150 Lakeshore Boulevard, Eastlake, Ohio 44095. Bids will be opened and read immediately thereafter.

- |         |                       |
|---------|-----------------------|
| Item 1. | Asphalt               |
| Item 2. | Concrete              |
| Item 3. | Stone and Slag        |
| Item 4. | Pavement Lane Marking |

Proposals SHALL BE made on the blanks contained in the Bid Package which includes the instructions to bidders, the specifications, the form for the bidder's proposal and the bidder's signature page.

Bids must be presented in a sealed envelope clearly marked for the item being bid.

The City of Eastlake reserves the right to reject any or all bids or parts of bids, or waive any informalities.

Nick Rubertino  
Service Director  
City of Eastlake

PUBLISHED: News Herald - March 6, 2020

## II. INSTRUCTIONS TO BIDDERS

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

2. DEFINITIONS:

- A. The terms "Bidder" or "Contractor" shall mean the corporation, partnership, or individual proposing or under contract to finish the material, labor and/or equipment listed in the specifications.
- B. The term "City" shall mean the City of Eastlake.
- C. "Calendar Day" shall mean every day shown on the calendar.
- D. "Director" shall mean the Director of Public Service or his duly authorized representative.

3. PROPOSAL:

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

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

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

- B. Names of Bidders: Each bid shall give the full business address of the bidder and be signed by him with his usual signature. Bids by partnerships shall furnish the full names of all partners and shall be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids by corporations must be signed with the legal name of the corporation and by the signature and title of the President, secretary or other person authorized to bind it in the matter followed by the name of the state of incorporation. When requested by the City, satisfactory evidence of the authority of the officer or agent signing in behalf of a corporation or partnership shall be furnished.

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

Director of Public Service  
35150 Lakeshore Boulevard  
Eastlake, Ohio 44095

and delivered to the office of the Finance Director on the date set forth in the legal advertisement. The sealed envelope shall also bear the name of the bidder, the general item or items bid on, and the date the bids are to be opened. Proposals will be received until the date and time specified in the legal advertisement. Bids will be opened and read immediately thereafter at Eastlake City Hall.

- D. Bid to include all Work: Each bid shall include all work described in the instructions to bidders, specifications, Proposal-Contract Form and all drawings.
- E. Withdrawal of Proposal: Permission will not be given to withdraw or modify any proposal after it has been deposited as provided above. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
- F. Acceptance or Rejection of Proposal: The City reserves the right to accept proposal at any time within sixty (60) days after the same are opened as provided above. The City reserves the right to reject any or all bids. In determining the award, each item may be considered separately, and separate contracts may be awarded on the various items, unless specified to the contrary in the specifications.
- G. Bid Guarantee: Each bid must be accompanied by a bid guarantee payable to the City in the form of either a certified or cashiers check in the amount of two hundred and fifty dollars (\$250.00).

As soon as the bids have been compared, the City will return the bid guarantees of all except the three lowest bidders. When the agreement is executed, or the period for holding the bids has expired and no time extension has been mutually agreed upon, the bid guaranties of the two remaining unsuccessful bidders will be returned.

- H. Forfeiture of Bid Guarantee: If the bidder to whom the contract is awarded shall fail to honor the contract or fail to sign any documents necessary to formalize the contract, if any, the bid guarantee accompanying the proposal shall there upon be forfeited to the City for and as liquidated damages. The work may then be re-

advertised or awarded to the deemed second best bidder as the City may determine.

I. Quantities: The quantities of the Work shown on the specifications and Proposal-Contract Form are estimated by the City and will be used as the basis for the comparison of the bids only. The City reserves the right to decrease or increase any quantities and to eliminate any item or items on the plans or proposal.

J. Informal Proposals: Proposals will be considered informal and may be rejected for the following reasons:

1. If the proposal is on a form other than that furnished by the City or if the form is altered or any part there of detached.

2. If there are unauthorized additions, conditional or alternate bids, or other irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning.

3. If the bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award. This does not exclude a bid limiting the maximum gross amount of awards acceptable to any one bidder at any one bid letting, provided that any selection of awards will be made by the City.

4. If the proposal doesn't contain a unit price for each pay item listed, except in the case of authorized alternate pay items or lump sum items.

4. A. Competency of Bidders: No bid will be considered unless the bidder submitting the same shall furnish evidence satisfactory to the Director of Public Service that he has the necessary equipment, ability, and financial resources to fulfill the conditions of the contract and specifications. Previous experience and responsibility of the bidders will be considered in awarding this contract. No contract will be awarded to any bidder who is in arrears to the City upon debt or contract, or who is in default as surety of otherwise upon any obligations to the City.

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

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

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

3. Bid prices which obviously are unbalanced.

5. Written and Oral Explanations: Should a bidder find discrepancies in, or omission from, the drawings or specifications, or should he be in doubt as to their meaning, he shall at once notify the City, which may send written instructions to all bidders. The City will not be responsible for any oral instructions.

6. Addendum or Modification: Any addendum or modification issued during the time of biddings shall be covered in the proposal and in closing a contract such addendum or modification will become part thereof. In the event any such addendum modification is issued by the City within 72 hours of the time set for the closing of the bids, excluding Saturdays, Sundays and legal holidays, the time for submitting bids shall be extended one week, with no further advertising of bids.

7. Tax Exemptions: The City is exempt from federal excise and transportation taxes and the Ohio state sales tax. Prices quoted should not include either federal excise or Ohio state sales tax. Tax exempt certificates covering these taxes will be furnished whenever necessary.

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

8. Discrimination: In the hiring of employees for the performance of work under this contract or subcontract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, age, sex, or handicap, discriminate against any citizens of the State in the employment of any laborer or worker who is qualified and available to perform the work to which the employment relates. The contractor, subcontractor or any person acting on in their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, age, sex or handicap.

9. Insurance: If the specifications indicate insurance is required, then the contractor shall obtain and pay for liability insurance with a \$1,000,000 combined single limit for each occurrence to protect the contractor and City against any claims arising out of any operations conducted in connection with this contract. The policy shall carry a rider giving a one month cancellation notice to the City. This policy shall include contractual liability insurance as applicable to the contractor's obligations and shall name the City as an insured

10. Liability: The bidder shall defend, indemnify, and save harmless the City and its officers and agents from all claims, demands, payments, suits, actions, recoveries and judgments of every description whether or not well founded in law, brought or recovered against it, by reason of any act or omission of said bidder, his agents, subcontractors, or employees, in the execution of the contract, or for the use of any patented inventions by said bidder, and a sum sufficient to cover aforesaid claims may be retained by the City

from monies due or to become due to the Bidder under contract, until such claims shall have been discharged.

11. Royalties and License Fees: The bidder shall pay all royalties and license fees. The bidder herein agrees to assume and save the City, its officers and agents harmless from liability of any kind of nature whatsoever, arising out of the use by the City, its officers and agents of any appliance, apparatus or mechanism, which may be furnished or installed by the bidder under the terms of this contract including patent or copyright infringement and to defend the City from any and all such liabilities, whether or not such claims are well founded in law.

12. Assignment of Contract: The bidder who is awarded a contract shall not assign, transfer, convey, sublet or otherwise dispose of said contract, or his right, title, or interest in or to the same, or any part thereof, without previous consent in writing from the Director of Public Service, endorsed on or attached to the contract.

13. Cancellation: Should the materials supplied or delivered to the City under this contract fail at any time, to meet the specifications required by the contract then in such event, the City may cancel this contract upon written notice to the bidder.

14. Control of Work: The Director of Public Service, or his designated agent, will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretations of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the Contractor, and as to compensation.

15. Claims for Adjustment and Disputes: If, in any case, the Contractor deems that additional compensation is due him for work or material not clearly covered in the contract or not ordered by the Director of Public Service as extra work, as defined herein. The contractor shall notify the Director of Public Service, in writing, of his intention to make claim for such additional compensation before he begins the work on which he bases the claim. If such notification is not given and the Director of Public Service is not afforded proper facilities by the Contractor for keeping strict account of actual costs as required, then the Contractor hereby agrees to waive any claims for such additional compensation. Such notice by the Contractor, and the fact that the Director of Public Service has kept account of the cost aforesaid, shall not in any way be construed as proving or substantiating the validity of the claim. If the claim after consideration by the Director of Public Service is found to be just, it will be forwarded to Council for approval as extra work in the amount as approved by the Director of Public Service.

16. Duration: The duration of the contract shall be for the period stated in the specifications and shall include all material, equipment and/or services ordered or delivered during the period. All prices quoted shall be for a definite fixed price unless otherwise noted in the specifications.

17. Purchases: After a contract has been signed, it shall only become operative upon delivery to the bidder of a duly signed purchase order. The City shall only be obligated under the contract to the extent of such order. The City shall not be liable for any claims in the event that the total quality of material ordered under the contract should prove to be greater or less than the estimated amount in the specifications.

18. Delivery: The bidder agrees to make deliveries of supplies and materials within a reasonable period from the time purchase orders are received, which reasonable time is estimated to be thirty (30) days. If deliveries are not made within such period, then the City may purchase such items in the open market, and if the price paid by the City for shall be greater than the contract price, the bidder agrees to reimburse the City for any loss or losses that the City may thereby sustain. Delivery time for vehicles and equipment may be extended beyond thirty (30) days, provided the bidder has noted the delivery time in the appropriate space on the Proposal- Contract Form.

19. Payment of Invoices: Invoices will be due and payable within thirty (30) days of receipt of the invoice by the City. All invoices should be mailed to the attention of the Director of Public Service. Payments may be made on a basis of estimated partial completion of work or delivery, and a percentage of each partial payment withheld by the City until completion of the contract and a percentage of the final estimate withheld by the City for a specified period, as a guarantee. Such a procedure for partial payments must be provided for in the specifications.

20. Contract Bond: If required in Section III "Specifications," the successful bidder will be required to furnish a bond for the faithful performance of the contract in the amount of one hundred percent (100%) of the contract price. Such bond shall be that of an approved surety company or personal bond upon which the sureties are persons not interested in the contract, or, if interested, collateral security shall be furnished, all of which is to be to the satisfaction of the Director of Law, including sureties.

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

21. Workers Compensation: All Contractors must provide a current Workers Compensation Certificate of coverage.

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



23. Building Permits: If required in Section III “Specifications,” the successful bidder will be required to obtain building permit(s) from the City’s Building Department. All charges for the permit(s) will be waived.

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

25. Taxes: Contractor shall pay and/or withhold all employment and other taxes (including the City of Eastlake’s 2% income tax) paid or withheld by Contractor in accordance with the Laws and Regulations of the United States, State of Ohio and City of Eastlake which are applicable during the performance of the work.

26. Bid Award: Pursuant to the Charter of the City of Eastlake, the winning bid will be awarded to the person, firm or corporation whom Council determines to be the lowest and best, responsible bidder, after public advertising and receipt of bids in the manner provided by the laws of the State of Ohio. The City of Eastlake reserves the right to accept any part of any bid and reject all parts of any and all bids, and waive any informality in the bidding.

### **III. SPECIFICATIONS**

#### **STONE AND SLAG AGGREGATE FOR THE PERIOD OF APRIL 1, 2020 TO MARCH 31, 2021 WITH A CITY OPTION FOR APRIL 1, 2021 TO MARCH 31, 2022**

#### **HAZARDOUS MATERIAL DATA SHEETS MUST BE PROVIDED ON EACH OF THE ITEMS UPON ACCEPTANCE OF THE CONTRACT.**

**GENERAL:** All Ohio Department of Transportation (ODOT) Specification numbers shall refer to the latest revision. Ohio Department of Transportation Specifications shall govern as to aggregate size, gradation, soundness and purity. The governing ODOT numbers are those given on the proposal.

**PAYMENT:** Shall be on the basis of the number of actual tons delivered to the City of Eastlake, 35150 Lake Shore Boulevard, or picked up by the City of Eastlake. Such tonnage shall be computed from trip tickets showing gross, tare and net weight of each truck. These weights shall be recorded to the nearest 100 pounds.

**CONTRACT PERIOD:** The Contract will commence on April 1, 2020 for a period of twelve months (the Base Period) with the City possessing an option to renew the contract for one additional year (the Option Period). The bidder is not required to bid on the Option Period; however, the City may consider the Option Period when determining the bid award. The City may accept the bid for the Base Period and not exercise the option for the Option Period. To become effective, the City must exercise the option for the Option Period by March 31, 2021.

**LIABILITY INSURANCE:** Liability insurance is required

**CONTRACT BOND:** A Contract Bond is not required for this proposal.

**IV. BIDDER'S PROPOSAL**

**STONE AND SLAG AGGREGATE  
FOR THE PERIOD OF APRIL 1, 2020 TO MARCH 31, 2021  
WITH A CITY OPTION FOR APRIL 1, 2021 TO MARCH 31, 2022**

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

<u>Item</u>	<u>Description</u>		<u>Base Period Per Ton</u>	<u>Option Period Per Ton</u>
1.	#67 limestone aggregate ODOT 703.01	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____
2.	#57 limestone aggregate	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____
3.	#8 limestone aggregate ODOT 703.01	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____
4.	410 limestone aggregate ODOT 410.02	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____
5.	Limestone aggregate base ODOT 304.02	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____
6.	Slag aggregate base ODOT 304.02	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____
7.	Recycled Concrete (gradation to meet 304)	Delivered Picked up	\$ _____ \$ _____	\$ _____ \$ _____

**V. BIDDERS SIGNATURE(S)**

**STONE AND SLAG AGGREGATE  
FOR THE PERIOD OF APRIL 1, 2020 TO MARCH 31, 2021  
WITH A CITY OPTION FOR APRIL 1, 2021 TO MARCH 31, 2022**

The City reserves the right to accept only such items of the bidder's proposal as it chooses. The Instructions to Bidders and the Specifications are hereby incorporated as part of this bid.

The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interests or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation, to refrain from bidding and that the undersigned has not in any manner sought by collusion to secure to himself an advantage over any other bidder.

It is understood and agreed by the undersigned that the City of Eastlake, Ohio reserves the restricted privilege to reject any or all of the foregoing unit prices contained in this bid which it may consider excessive or unreasonable or to accept by including the same in the contract as unit prices applicable in the event of additions to or deductions from the work to be performed under the contract, any or all of such unit prices which it may consider fair and reasonable.

BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

BY \_\_\_\_\_ NAME \_\_\_\_\_  
(Signature) (Printed)

TITLE \_\_\_\_\_ DATE \_\_\_\_\_

STATE WHERE INCORPORATED \_\_\_\_\_

**CITY OF EASTLAKE  
2020 SPECIFICATIONS  
Stone and Slag Aggregate**

**CONDITIONS FOR BIDDING:**

1. Sealed bids will be received by the **City of Eastlake, 35150 Lakeshore Blvd., Eastlake, Ohio 44095, until 12:00 P.M. on Monday, March 23, 2020.**
2. Each bid shall be submitted on the proper quotation form provided by the City.
3. Each firm shall complete all items on the form; if an item is not bid, it shall be marked clearly – NO BID.
4. By submitting a bid the firm agrees to enter into a (1) year contract with a City option to renew for (1) year, beginning on April 1, 2020, at the prices so stated in the quote. Should a general re-duction in market price occur, the City shall be granted a similar reduction.
5. **The bid form must be signed with the full name of each person making a bid;** if a partnership, all parties must sign, if a corporation, by the duly authorized officer or representative, stating his/her title. **The complete mailing address and telephone number shall be included.**
6. Once submitted, no bid may be withdrawn.
7. Any exceptions to specifications must be clearly stated in bid.
8. The City of Eastlake reserves the right to reject any and all bids, waive any informalities, and accept the bid most favorable to the City.
9. The **envelope must be clearly marked – Pavement Lane Marking Services BID.**

AFFIDAVIT  
Required of Successful Bidder  
Ohio Revised Code 9.24

STATE OF OHIO

COUNTY OF

Before me, a Notary Public in and for said County, personally appeared,

of \_\_\_\_\_, Contractor(s) who being duly sworn

deposes and says as follows:

At the time of the bid and prior to the award of this contract, neither he nor his company have any unresolved findings for recovery issued by the State of Ohio against him or his company.

Officer or Agent)

Contractor (Signature of

Sworn to and subscribed in my presence this day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

(Notary Public)

AFFIDAVIT OF CONTRACTOR  
OR SUBCONTRACTOR

PREVAILING WAGES

I,

(Name of person signing affidavit)

(Title)

of the \_\_\_\_\_, do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction of:

(Project and Location)

during the following period from \_\_\_\_\_ to \_\_\_\_\_ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates or deductions for any wages due any person have been directly or indirectly made other than those provided by law.

Agent)

(Signature of Officer or

Sworn to and subscribed in my presence this day \_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_.

(Notary Public)

The above affidavit must be executed and sworn to by the officer or agent of the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

CERTIFICATE OF COMPLIANCE WITH OHIO REVISED CODE 5719.042

The undersigned, having been awarded a contract by the City of Eastlake by competitive bid hereby certifies that he/she has read Ohio Revised Code 5719.042 and further certifies under oath that he/she has not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property in Lake County, Ohio.

Signature

SWORN TO and subscribed in my presence, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public

"Section 5719.042. After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the County Treasurer within thirty days of the date it is submitted."

"A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this Section applies unless such statement has been so incorporated as a part thereof."



AFFIRMATIVE ACTION CERTIFICATION

For

EQUAL EMPLOYMENT OPPORTUNITY

\_\_\_\_\_ Understands that, if it is found to be the lowest and best

Name of Bidder

Bidder, under the terms of the resultant contract, it is obligated to take Affirmative Action to provide equal employment opportunity without regard to race, religion, color, sex or national origin.

\_\_\_\_\_ Further certifies that either (1) it has executed a written

Name of Bidder

Equal Employment Opportunity Affirmative Action Program in accordance with Titles VI and VII of the 1964 Civil Rights Act, Executive Order 11246 as amended, the Governor's Executive Order and the Equal Employment Opportunity Program of the Board of County Commissioners of Lake County, Ohio, or (2) it will prepare and submit an Affirmative Action Program as soon as possible, but in any event no later than ninety (90) days from this date.

\_\_\_\_\_, an authorized official of

Name and Title

\_\_\_\_\_ Is responsible for the implementation of this contractual

Name of Bidder

obligation.

Official's Signature

Date

STANDARD PURCHASE BID FORM

TO: City of Eastlake

Bid for \_\_\_\_\_.

The undersigned proposes to furnish the above materials, supplies or equipment, and, subject to the terms and conditions of this contract, to accept as full compensation therefore.

The undersigned further proposes to execute the Contract Agreement and to furnish satisfactory bond within five (5) days, excluding Saturdays and Sundays and holidays after notice of award of contract has been received.

The undersigned further certifies that he/she (as an individual, firm or corporation making this bid) is not in arrears or default to the City of Eastlake upon any debt of contract nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The undersigned represents that he/she (if an individual) and all the partners in the partnership (if a partnership) are citizens of the United States of America.

The undersigned further agrees that if the bid is accepted and contract awarded and he/she shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the certified or cashier's check shall be forfeited to and become the property of the City of Eastlake as liquidated damages. Otherwise, the certified or cashier's check, or the amount of such check shall be returned to the undersigned.

\_\_\_\_\_

Sign here / Title

THE UNDERSIGNED UNDERSTANDS THAT THE CITY OF EASTLAKE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND/OR SEVER THE RELATIONSHIP DUE TO, BUT NOT LIMITED TO MALFEASANCE, NONFEASANCE, OR MISFEASANCE.

The firm, corporation, or individual name must be signed in the space indicated If Bidder is a firm or corporation, the title of the officer signing and the state in which incorporated must be indicated

Sign Here

Title

Business Address of Bidder

State where incorporated

CONFLICT OF INTEREST

Are you aware of any officer, official, or employee of the City of Eastlake who has or may have any interest in any profit or other compensation or payment in connection with this contract?

If yes, please give the name of the individual and the nature of the interest, if known:

STATE OF OHIO                    }  
LAKE COUNTY                    }  
AFFIDAVIT                        }

\_\_\_\_\_ being first duly sworn deposes and says:

INDIVIDUAL ONLY

That he/she is an individual doing business under the name of \_\_\_\_\_ at  
in the City of \_\_\_\_\_, \_\_\_\_\_.

PARTNERSHIP ONLY

That he/she is the duly authorized representative of a partnership doing business under the name  
of \_\_\_\_\_ in the City of \_\_\_\_\_, \_\_\_\_\_.

CORPORATION ONLY

That he/she is the duly authorized, qualified and acting \_\_\_\_\_ of \_\_\_\_\_, a  
corporation organized and existing under the laws of the State of \_\_\_\_\_ and that  
he/she, said \_\_\_\_\_ of said corporation, is filing herewith a bid to  
the City of Eastlake in conformity with the foregoing specifications.

INDIVIDUAL ONLY

Affiant further says that the following is a complete and accurate list of the names and addresses  
of all persons interested in said proposed contract:

Affiant further says that he/she is represented by the following attorneys:

and is also represented by the following resident agents in the City of Eastlake:

PARTNERSHIP ONLY

Affiant further states that the following is a complete and accurate list of the names and  
addresses of the members of said partnership:

Affiant further says that said partnership is represented by the following attorneys:

and is also represented by the following resident agents in the City of Eastlake:

CORPORATION ONLY

Affiant further says that the following is a complete and accurate list of the officers, directors and  
attorneys of said corporation:

President           \_\_\_\_\_ Directors  
Vice Pres        \_\_\_\_\_  
Secretary         \_\_\_\_\_

Treasurer \_\_\_\_\_  
Local Mgr. \_\_\_\_\_  
Attorneys \_\_\_\_\_  
\_\_\_\_\_

and the following officers are duly authorized to execute contracts on behalf of said corporation:

Affiant further says that the bid filed herewith 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 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 that of any other bidder, or to secure an advantage against the City of Eastlake or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his price or any breakdown thereof or divulged information or data relative thereto, paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to:

Partnership or Corporation

Name of Individual

Sign here

Sworn to before me and subscribed in my presence this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Notary Public

**NOTE: Do not fill in any of the following blanks; they will be filled in after the contract is awarded.**

ARTICLES OF AGREEMENT

This Agreement, known as:

**2020 \_\_\_\_\_ Stone and Slag Aggregate**

made and entered into this \_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, made between the City of Eastlake, Ohio, ("City") through the Mayor and Director of Finance, duly authorized by Ordinance No. \_\_\_\_\_ passed by the Council of the City of Eastlake, Ohio on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and \_\_\_\_\_, "Contractor".

WITNESSETH:

That the Contractor has agreed, and by these presents does agree, with the City for the consideration mentioned in his bid, to furnish at the proper cost and expense to the City, all necessary materials and labor of every description and to carry out and complete in a workman-like manner, the service aforementioned.

The following listed documents are incorporated herein by reference, as if attached, subject to such changes as may be necessary to conform with the intent of this contract.

1. Legal Notice to Bidders,
2. Instructions to Bidders,
3. General Conditions,
4. Specifications,
5. Affidavit,
6. EEO Statement,
7. Standard Bid Form,
8. Performance Bond,
9. Maintenance Bond,
10. Affidavit Prevailing Wage, and
11. This Instrument.

IN WITNESS WHEREOF, the Mayor and Finance Director on behalf of the City, and the Contractor, have executed this contract in duplicate, one to be filed with the Finance Director, and one to be filed with the contractor.

CITY OF EASTLAKE, OHIO

ATTEST \_\_\_\_\_  
Clerk of Council

BY Mayor

BY Finance Director

WITNESS:

Contractor

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY  
TITLE

FINANCE DIRECTOR'S CERTIFICATE

I herewith certify that the money required for this contract is in the treasury of the City of Eastlake, Ohio, it is in the process of collection, and is credited to the proper fund from which it is to be drawn, and is not appropriated for any other purpose.

DATE \_\_\_\_\_

Finance Director

DRAFT