

CITY OF PIQUA, OHIO

ADDENDUM No. 1 TO IFB # 1839

McCulloch Statue Pavers

Dated: November 20, 2018

The City of Piqua has extended the bid opening date to 12/3/18. Please remove and replace page 1 with the enclosed page.

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Vendor Signature

*This signed document must be submitted with your bid in response to our IFB # 1839 McCulloch Statue Pavers to acknowledge your receipt of this information. As stated on the IFB, your bid is due by 12/3/18 at 2:00 p.m.*

**BID**  
to the  
**City of Piqua, Ohio**  
**Purchasing Department**

Reply to I.F.B. 1839

No Later Than: 2:00 p.m. 12/3/18

Via fax to 937-778-1130, E-mail: [byount@piquaoh.org](mailto:byount@piquaoh.org) or deliver to Bev Yount, Purchasing Analyst, City of Piqua, 201 W. Water St. Piqua, OH 45356

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

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To provide all the needed material, labor, and equipment necessary to complete the work as described in the attached scope of work, Exhibit A.

This project shall use regular wages and not prevailing wages.

Price for McCulloch statue paver modifications \$ \_\_\_\_\_

Note: Bidders are responsible for verification of measurements prior to submitting bid. This project should be completed by 12/31/18.

Contact Bob Graeser at 937-778-2044 or [bgraeser@piquaoh.org](mailto:bgraeser@piquaoh.org) with any questions.

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: \_\_\_\_\_

Cash Discount Allowed: \_\_\_\_\_ % 10<sup>th</sup> Proximo.  
Leave blank if your terms are Net 30 days.

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

Delivery will be made within \_\_\_\_\_ calendar days after receipt of order.

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

By: \_\_\_\_\_  
Name and Title (please print or type)

Signature: \_\_\_\_\_

Phone No.: \_\_\_\_\_ /Fax No.: \_\_\_\_\_

Fed. I.D. No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Standard Terms and Conditions

1. BILLING: All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. INVOICE: Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order.
3. CASH DISCOUNTS: All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. FREIGHT: NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. TAXES: The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. DELIVERIES: All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. CANCELLATION: The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill you contractual obligations with respect to timeliness, quality and/or any other reason.
8. DEFAULT PROVISIONS: In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. NO VERBAL AGREEMENTS: The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua.
10. PATENT AND COPYRIGHT INFRINGEMENT: It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. INSPECTION: The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. WARRANTY: You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you