CITY OF VILLA HILLS, KENTUCKY

SODIUM CHLORIDE SPECIFICATIONS

The specifications for the supply of sodium chloride to the City of Villa Hills in Kenton County, Kentucky by a Vendor during the period after November 1, 2023 to June 30, 2024 are as follows. Questions regarding these specifications may be directed to City Administrator Craig Bohman, cbohman@villahillsky.org.

1. Supply Period

November 1, 2023 through June 30, 2024.

2. Estimated Amount of Sodium Chloride

Eight Hundred (800) tons. Additional quantities may be required and shall be supplied by the Vendor as needed. However, the City shall not be obligated to order or purchase all or any of such amounts of sodium chloride.

3. Delivery Address

629 Western Reserve Road Crescent Springs, KY 41017

4. Quality of Sodium Chloride

The sodium chloride provided to the City shall conform to the standards published in SECTIONS 825 – 826 SODIUM CHLORIDE of the Kentucky Transportation Cabinet Standard Specifications for Road and Bridge Construction, Edition of 2004; and shall be free from dirt or other contamination. Visual observation of any such contamination shall be sufficient cause for rejection of the proposed delivery of sodium chloride. Sodium chloride shall be undyed or dyed blue, depending upon which bid is accepted by the City.

5. <u>Supply and Delivery of Sodium Chloride</u>

During the supply period, the Vendor shall provide to the City, at the address identified herein, all of the sodium chloride ordered thereby in whole number multiples of no less than fifty (50) tons, within three (3) business days after that order is received by the Vendor, free and clear of all liens and encumbrances thereon and with all of the warranties provided by KRS 355.2-313 through

KRS 355.2-318. At the time of delivery, the Vendor shall provide the Purchasing City with delivery tickets substantiating delivery of the requested amount of sodium chloride, the entry of accurate weights and the adherence of the Vendor to road weight limits as prescribed by law.

6. Payment of Vendor

For the sodium chloride delivered to the City by the Vendor and accepted by the City, the City shall pay the amount bid by the Vendor for the sodium chloride that was delivered, within thirty (30) days after receipt of an invoice for that delivery. The City shall have no obligation or liability to the Vendor for any sodium chloride that was not ordered and received by the City.

6. Vendor's Insurance

During the supply period, the Vendor shall cause to be issued and maintained the following policies of insurance through companies qualified to conduct business in Kentucky: (a) workers compensation insurance; (b) general liability insurance; and (c) motor vehicle insurance.

7. Vendor's Indemnification

The Vendor shall indemnify and hold the City and the officers, agents, employees, and volunteers thereof, harmless from each, every, any and all losses, expenses, costs, compensation, and other damages of every kind and nature, and all claims, demands and causes of action for them, both at law and in equity, including, without limitation, liens of mechanics and materialmen, third party actions and actions for contribution and/or indemnification, which are in any way related to the acts or omissions of the Vendor or the officers, agents, employees and volunteers thereof that are in any way related to the provision of sodium chloride to them by the Vendor.