

RESOLUTION NO. 26-07
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Susan Lienesch ON THE
18th DAY OF June, 2007.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY
QUALITY MASONRY FOR THE CENTERVILLE POLICE
HEADQUARTERS MASONRY WORK REPAIR FOR THE
CITY OF CENTERVILLE AND TO AUTHORIZE THE CITY
MANAGER TO ENTER INTO A CONTRACT IN
CONNECTION THEREWITH.

WHEREAS, the City of Centerville advertised for bidders for the Centerville Police
Headquarters Masonry Work Repair according to specifications prepared by the City, and

WHEREAS, Quality Masonry was the low and best bidder.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY
RESOLVES:

Section 1. That the bid submitted by Quality Masonry for the Centerville Police
Headquarters Masonry Work Repair, marked as Exhibit "A" attached hereto and made a part
hereof is hereby accepted in the amount of \$44,050.00, and the City Manager is hereby
authorized and directed to enter into any necessary contract to evidence acceptance of said
bid and to make payment pursuant thereto.

PASSED this 18th day of June, 2007.

C. Mark Kinspeed
Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 26-07, passed by the Council of the City of Centerville, Ohio, on the 18th day of June, 2007.

Debra A. James
Clerk of Council

Approved as to form, consistency
with the Charter and Constitutional Provisions.

Department of Law
Scott A. Liberman
Municipal Attorney

CENTERVILLE POLICE HEADQUARTERS
MASONRY WORK REPAIR

BID FORMS

Bid From: Quality Masonry Co., Inc., 1001 S. Prospect St., Marion, OH

Bid To: City of Centerville

Bid For: CENTERVILLE POLICE HEADQUARTERS
MASONRY WORK REPAIR

ADDENDUM NO. 1, dated 5/10/07 ADDENDUM NO. 1, dated 5-18-07

PURSUANT TO AND IN COMPLIANCE WITH THE LEGAL NOTICE, AND IN COMPLIANCE WITH THE INFORMATION TO BIDDERS RELATING HERETO, THE UNDERSIGNED AS A BIDDER PROPOSES AND AGREES, IF THIS PROPOSAL IS ACCEPTED, TO FURNISH ALL EQUIPMENT, LABOR, SUPERINTENDENCE, MATERIALS, AND SUPPLIES, AND TO PERFORM ALL OPERATIONS IN CONNECTION WITH THE WORK AS SPECIFIED AND SET FORTH IN THE DOCUMENTS OF THE CONTRACT, AND IN ACCORDANCE WITH THE ADDENDA ISSUED BY THE OWNER PRIOR TO PENDING OF BIDS. WE HEREBY DECLARE THAT WE HAVE CAREFULLY EXAMINED THE CONTRACT DOCUMENTS AND THE SITE OF THE WORK AND WILL CONTRACT TO DO ALL THE WORK CALLED FOR IN THE MANNER AND ON THE CONDITIONS REQUIRED, COMPRISING THE ATTACHED FORM OF CONTRACT FOR THE FOLLOWING PRICES:

ITEM 1: ALL WORK, BASE BID:

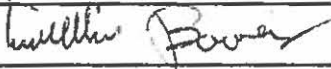
TOTAL MATERIAL AND LABOR for the sum of

Forty Four Thousand & fifty DOLLARS (\$ 44,050.⁰⁰)
(sum in words)

**CENTERVILLE POLICE HEADQUARTERS
MASONRY WORK REPAIR**

In submitting the Bid, the undersigned acknowledges that representations in this Bid are material and binding and not mere recitals and agrees:

1. To hold the Bid open for sixty (60) days after Bid Opening.
2. To enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish all bonds and insurance required by the Bidding Documents.
3. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
4. Bidder has visited the site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding or unanswered questions regarding the interpretation of the Contract Documents.
5. Bidder understands that the Work will require sequential, coordinated, and interrelated operations and may involve delays in the progress of the Work. The Bidder agrees that the bid amount shall include all expenses resulting from interference, disruption, hindrance, or delay caused by or between the Contractor and subcontractors or their agents or employees. The Bidder will make no claim against the Owner for additional compensation or mitigation of damages for any such interference, disruption, hindrance or delay, and will accept as full satisfaction an extension of time which may be provided by the Owner.
6. Bidder understands that the contract is subject to all provisions, duties, obligations, remedies, and penalties of Chapter 4115 ORC "Wages and Hours on Public Works," and that the Bidder shall be solely responsible for any and all wage increases in the locality during the term of the contract.
7. The Bid includes all Addenda.
8. Bidder agrees that the Owner's determination of whether the Bidder is best and its Bid is lowest and best shall be final and binding on the Bidder and all other persons.
9. To accomplish the Work in accordance with the Contract Documents.
10. To complete the Work by the time stipulated.

Date: 5/18/07 Telephone Number: 740-387-6720
Signature:  Fax Number: 740-387-8924
By: William Bowers Title: President, Sec/Treas.
Company Name: Quality Masonry Co., Inc.
Business Address: 1001 S. Prospect Street, Suite 101, Marion, OH 43302