

RESOLUTION NO. 28-07  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Paul M. Guetram ON THE 16<sup>th</sup>  
DAY OF July, 2007.

A RESOLUTION ACCEPTING THE BID SUBMITTED BY  
ADVANCED MECHANICAL SERVICES, INC. FOR THE  
HVAC REWORK/REPAIR FOR THE CENTERVILLE POLICE  
HEADQUARTERS 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 HVAC  
Rework/Repair for the Centerville Police Headquarters, and

WHEREAS, Advanced Mechanical Services, Inc. was the low bidder.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY  
RESOLVES:

Section 1. That the bid submitted by Advanced Mechanical Services, Inc. for the  
HVAC Rework/Repair for the Centerville Police Headquarters, marked as exhibit "A"  
attached hereto and made a part hereof is hereby accepted in the total bid amount of  
\$77,000.00. 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 16<sup>th</sup> day of July, 2007.

C. Mark Kungel  
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 28-07 passed by the Council of the City of Centerville, Ohio on the 16th day of July, 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

### BID FORMS

Bid From: Advanced Mechanical Services, Inc.

Bid To: City of Centerville

Bid For: CENTERVILLE POLICE HEADQUARTERS  
HVAC REWORK/ REPAIR

ADDENDUM NO. 1, dated June 29-07                      ADDENDUM NO. \_\_\_\_\_ dated \_\_\_\_\_

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

Seventy seven thousand            DOLLARS (\$77,000.00)  
(sum in words)

**BID FORMS**

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 project 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 Owners 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: July 6, 2007 Telephone Number: 937.879.7426

Signature:  Fax Number: 937.879.7428

By: William Burrowes Title: President

Company Name: Advanced Mechanical Services, Inc.

Business Address: 575 Sports Street Fairborn, OH 45324