

RESOLUTION NO. 41-00
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Roger W. Krass ON THE 16th
DAY OF October, 2000.

A RESOLUTION ACCEPTING THE BID SUBMITTED
BY L. B. ROBINSON, INC. FOR THE CONSTRUCTION
OF 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
construction of the Centerville Police Headquarters according to drawings and
specifications prepared for the City by Horne and King Architects, and

WHEREAS, L. B. Robinson, Inc. was the low and best bidder.

NOW, THEREFORE, THE MUNICIPALITY OF CENTERVILLE
HEREBY RESOLVES:

Section 1. That the bid submitted by L. B. Robinson, Inc. for the construction of
the Centerville Police Headquarters, marked as exhibit "A" attached hereto and made a
part hereof is hereby accepted in the total bid amount of \$5,039,556.00. 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.

Section 2. That this Resolution become effective immediately upon passage.

PASSED this 16th day of October, 2000.

James E. Sims
Mayor of the City of Centerville, Ohio

ATTEST:

Marie J. McLaughlin
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 41-00 passed by the Council of the City of Centerville, Ohio on the 16th day of October, 2000.

Marie J. McLaughlin
Clerk of Council

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

Department of Law
Robert N. Farquhar
Municipal Attorney

CENTERVILLE POLICE HEADQUARTERS

ITEM 3: UNIT PRICES

A change in quantities of work items from those indicated by Contract Drawings and Specifications shall be only upon written authorization from the Architect. Excavation quantities will be based on horizontal area of excavation bottom multiplied by depth, assuming a vertical plane of soil repose.

Unit prices shall be inclusive of all costs including labor, equipment, trucking, materials, overhead and profit, and miscellaneous as defined by General Conditions Subparagraph 7.3.6 (and as modified by the Supplementary Conditions). No other costs in addition to the unit costs will be considered.

A. EXCAVATION:

Add or deduct per cubic yard removed from site

_____ DOLLARS (\$ 30.00)
(sum in words)

B. FILL AND BACKFILL: Engineered controlled fill

Add or deduct per cubic yard in place

_____ DOLLARS (\$ 30.00)
(sum in words)

C. ROCK EXCAVATION:

Add per cubic yard removed from site

_____ DOLLARS (\$ 200.00)
(sum in words)

D. LEAN CONCRETE FILL:

Add per cubic yard in place

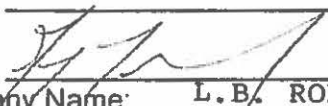
_____ DOLLARS (\$ 225.00)
(sum in words)

CENTERVILLE POLICE HEADQUARTERS

CONTRACTOR'S TIME PROPOSAL: Four hundred and twenty-two (422) consecutive calendar days, which time shall not exceed the Architect's time estimate for completion of the Project of four hundred and twenty-two (422) consecutive calendar days. If the Bidder either fails to include a time proposal for completion of the Project on this Bid Form or if a time proposal exceeds the Architect's assigned time requirement, the bid shall be rejected.

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 Bidder's Work. The Bidder agrees that the bid amount shall cover all expenses resulting from interference, disruption, hindrance, or delay caused by or between subcontractors or their agents or employees. The bidder will make no claim against the Owner for additional compensation or mitigation of penal sums or 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 pay any wage increase in the locality during the term of the contract.
7. To accomplish the Work in accordance with the Contract Documents.
8. To complete the work by the time stipulated.

Date: 10/5/00 Telephone/Fax Numbers: 937-268-3403
937-268-0480
By:  Title: PRESIDENT
Company Name: L.B. ROBINSON, INC.
Business Address: PO BOX 81- FOREST PARK BRANCH
DAYTON, OHIO 45405