

**ORDINANCE NO. 2010-010**

**AN ORDINANCE ACCEPTING THE LOW BID FOR THE LYTLE TOWER REHABILITATION PROJECT FROM L.C. UNITED COMPANY, INC., AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ANY REQUIRED CONTRACT DOCUMENTS**

**WHEREAS**, the Village of Waynesville opened on April 8, 2010 competitive bids for the Lytle Tower Rehabilitation Project; and

**WHEREAS**, tabulation and analysis of bids opened on April 8, 2010 indicates that the lowest and best bid was provided by L.C. United Painting Company, Inc., in the total amount of \$117,000.00.

**NOW, THEREFORE, BE IT ORDAINED** by the Village Council of the Village of Waynesville, with \_\_\_\_\_ members elected thereto concurring:

Section 1. That the contract for the Lytle Tower Rehabilitation Project is awarded to L.C. United Painting Company, Inc., at the bid amount of \$117,000.00.

Section 2. That the Village Manager is hereby authorized and directed to execute any required contract documents with L.C. United Painting Company, Inc., on behalf of the Village of Waynesville.

Section 3. That the Finance Director is authorized to make payment to L.C. United Painting Company, Inc., in an amount not to exceed \$117,000.00 pursuant to the contract documents.

Section 4. That this Ordinance shall take effect and be enforced from and after the earliest period allowed by law.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

Attest: \_\_\_\_\_  
Staci Morris, Clerk of Council

\_\_\_\_\_  
Earl J. Isaacs, Mayor

**Lytle Water Tower Bid Opening**  
**April 8, 2010, 3pm**

Village Staff Present: Bruce Snell, Village Manager  
Stephanie Morgan, Court/Police Clerk  
Alan Bunker, Councilmember

Bids Opened:	1)	L.C. United Painting, Inc. 3525 Barbara Drive Sterling Heights, MI, 48310 586-979-2855	\$117,000.00
	2)	American Suncraft Construction Company 10836 Schiller Road Medway, OH 45341 937-849-9475	\$118,000.00
	3)	Utility Service Company, Inc. 535 Courtney Hodges Boulevard PO Box 1350 Perry, GA 31069 478-987-0303	\$122,420.00
	4)	D&M Painting Corporation 1500 Amity Ridge Road Washington, PA 15301 724-229-0440	\$128,000.00

COPY

BID PROPOSAL

To the VILLAGE OF WAYNESVILLE, Ohio:

The undersigned having become familiar with the local conditions affecting the cost of the work and with the Contract Documents, including Advertisement for Bids, Instructions to Bidders, General Conditions of the Contract, the Form of Proposal, the Form of Contract, Form of Bond, etc., Contract Drawings, Contract Specifications, Addenda, and Exhibits issued and attached to the Official Contract Document on file in the Office of the Village, hereby proposes to perform everything required to be performed and to provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services necessary to perform and complete in a workmanlike manner all of the work described in the following Bidding Schedule for the project known as "Lytle Tank Rehabilitation", all in accordance with the Contract Drawings and Specifications as prepared for the Village of Waynesville, and issued thereto for the sums set forth in the following Bidding Schedule.

BID ITEM  
Lytle Tank Rehabilitation

Item No.	Description	Est. Qty. (A)	Units	Cost (B)	Payment Item Total Cost (AxB)
624	Mobilization	1	LOT	5,000	5,000.00
Spec	Prepare exterior coating system and over coat	1	LOT	39,000	39,000.00
Spec	Remove interior coating system and repaint	1	LOT	72,000	72,000.00
Spec	Disinfect Tower	1	EA	500	500.00
	Apply Village supplied lock to roof hatch	1	EA	100	100.00
	Seal off roof opening 1" hole	1	EA	400	400.00

Bidder's Total Price (Payment in figures) \$ 117,000.00

Bidder's Total Price (Payment in words) ONE Hundred

Seventeen Thousand dollars and -0- cents.

It is understood and agreed by BIDDER that OWNER reserves the unrestricted privilege to reject any or all of the foregoing adjustments prices in this paragraph which it may consider excessive or unreasonable, or to accept, by including the same in the contract as unit prices applicable in the event of additions to or deductions from applicable work to be performed under contract, any or all of such adjustment prices which it may consider fair and reasonable. Rejection of one or more adjustment prices will not invalidate acceptance of this bid.

Starting and Completion: If awarded a contract under this proposal, the undersigned proposes to start work at the site within 30 calendar days after the receipt from the Village of an Order to Commence Work. The undersigned further agrees to start work at the site on a date to be specified in said order from the Village, which date will not be prior to that established by the calendar days stated above, except by mutual agreement between the undersigned and the Village, and agrees to fully complete all work covered by this proposal to the point of final acceptance by the Village in accordance with the completion dates established in Section V, General Conditions of this Contract. The undersigned understands and agrees that the Village reserves the right to defer award of a written order to start work for a period not to exceed thirty (30) days after the date herein before established by the undersigned as a proposed starting date.

Date April 7<sup>th</sup>, 2010

(SEAL)

Firm Name: L.C. United Painting Co. Inc

By: Joe Lulaj

Title: President

Official Address:

Street: 3525 Barbara Dr

City/State/Zip: Sterling MA 01830

Telephone Number: (586) 979-2855

(Note: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the Advertisement for Bids.)

**BID GUARANTEE AND CONTRACT BOND**  
(SECTION 153.57 Ohio Revised Code)

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned

L.C. United Painting Co., Inc., 3525 Barbara Drive, Sterling Heights, MI 48310  
(Name and Address)  
as Principal and Star Insurance Company as Surety, are hereby  
(Name of Surety)

held and firmly bound unto the Village of Waynesville, the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on to undertake the project known as the Lytle Tower Rehabilitation.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee.

In no case shall the penal sum exceed the amount of dollars (\$ \_\_\_\_\_)

(If the above line is left blank, the penal sum will be in the full amount of the Principal's bid, including alternatives. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternatives, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind heirs, our executors, administrators, successors, assigns, and ourselves.

**THE CONDITION OF THE ABOVE OBLIGATION IS SUCH**, that whereas the above named Principal has submitted a bid on the above-referred project.

**NOW, THEREFORE** if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid, or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

**IF THE SAID** Principal shall well and faithfully perform each and every condition of such contract, and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details,

specifications, and bills of material therefore, and shall pay all lawful claims of subcontractors, material, men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any material, man or laborer having a just claim, as well as for the Obligee herein, then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any wise affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This 8th day of April, 2010.

PRINCIPAL:

PRINCIPAL ADDRESS:

L.C. United Painting Co., Inc.

Street: 3525 Barbara Drive

BY: Joe Suloy

City/State/Zip Sterling Heights, MI 48310

TITLE: President

SURETY: Star Insurance Company

SURETY COMPANY ADDRESS:

Agency Name: Capital Insurance Group

Street: 465 North Cleveland Avenue

BY: Jane M. Haller

City/State/Zip: Westerville, OH 43082

Attorney-in-fact Jane M. Haller