

Special Finance Committee Agenda

*Tuesday, July 19, 2016
Multi-Purpose Room (downstairs)*

Special Finance Committee (5:00 p.m.)

1. 16-115-7/11 – Bid Review, Memorial Park Pool and Pool House Renovations
2. 16-103-6/27 – Resurface Parking Lot – 260 S. Court Street (Extend Agreement)

Special City Council Meeting

*Tuesday, July 19, 2016
Immediately following Special Finance meeting*

Call to order.

Roll call.

Introduction of Ordinances and Resolutions.

Ord. 107-16

An Ordinance authorizing the Mayor to enter into a Contract with James P. Finnegan Construction, Inc. for the Pool House Renovation Project at Memorial Park.

Ord. 108-16

An Ordinance authorizing the Mayor to enter into a Contract with Astro Pool Co., Inc. for the Memorial Park Pool Renovation Project.

Ord. 109-16

An Ordinance authorizing the Mayor to enter into an Agreement with Medina United Methodist Church and Mark Klaus, LLC for the lease of Parking Lot areas located on South Court Street.

Adjournment.

ORDINANCE NO. 107-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH JAMES P. FINNEGAN CONSTRUCTION, INC. FOR THE POOL HOUSE RENOVATION PROJECT AT MEMORIAL PARK.

WHEREAS: Ordinance No. 57-16, passed April 25, 2016 authorized bidding for the Pool House Renovation at Memorial Park; and

WHEREAS: As a result, one contractor submitted a bid proposal for this project.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract with James P. Finnegan Construction, Inc. for the Memorial Park Pool House Renovation Project (City Job #991) in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That a copy of the contract is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That the funds to cover the contract in the amount of \$103,000.00, are available in the General Purpose Capital Fund #301.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

CITY OF MEDINA
CONTRACT

Ord. 107-16
Exh. A

PROJECT NAME: Memorial Park Pool House

PROJECT NO.: 991

THIS AGREEMENT, made and entered into this 13 day of July, 2016, by and between the City of Medina, (hereinafter "City") and James P. Finnegan Construction, located at 5224 Settlement East Rd. City of Shelby, County of Richland, and the State of Ohio, (hereinafter "Contractor".)

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at Contractor's own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and workmanlike manner the design, construction, testing, completion, supervision of startup to complete delivery to the City for the completion and/or startup of:

Memorial Park Pool House

all as herein specified or required for the completion of Project Number 991 all in accordance with the plans on file in the office of the City Engineer, also in accordance with the Specifications for this Contract as herein set forth, and all the contract documents, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the City.

Article 2: The City agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the specifications and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

\$ 103,000.00 (One Hundred Three Thousand and 00/100 Dollars)

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided for in the Contract, and/or by law shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Contract that the provisions contained in the "Legal Notice", in "Information for and Instruction to Bidders", in the "Proposal" in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary documentation appended hereto, shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as "the Contract."

Article 5: The specifications under which the work embraced in this Contract shall be performed include the Legal Notice, Information for the Instructions to Bidders, Proposal Affidavit, Contract, Contract Bond, General Conditions, Special Conditions and Detailed Specifications.

Name and Address of each person, firm or company interested in the Contract:

James P. Finnegan Construction
5224 Settlement East Rd.
Shelby, OH 44875

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

THE CITY OF MEDINA, OHIO

By: _____

Dennis Hanwell
Mayor, City of Medina, Ohio
132 N. Elmwood Avenue, P.O. Box 703
Medina, Ohio 44258
Pho. #(330)725-8861; Fax #(330)722-9045

Attest #1 to Mayor's Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20__

Attest #2 to Mayor's Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20__

CONTRACTOR: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Authorized Signature: _____

Name (please print or type): _____

Title: _____

Dated _____, 20____

Witness #1 to Contractor Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20____

Witness #1 to Contractor Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20____

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)

(To be executed in triplicate)

Correct as to Form:

Gregory Huber
Law Director, City of Medina
132 N. Elmwood Avenue
P.O. Box 703
Medina, Ohio 44258

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the money, viz.: \$103,000.00 (One Hundred Three Thousand and 00/100 Dollars) for the contact herein described is in the treasury of the City of Medina, and placed to the credit of the proper fund (Account # _____) and not appropriated for any other purposes.

Purchase Order # 2016-_____

Dated _____, 20__

Signed _____

Keith Dirham
Finance Director, City of Medina, Ohio

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have examined the Contract herein and the form and correctness thereof are approved.

Dated _____, 20__

Signed _____

Greg Huber
Law Director, City of Medina, Ohio

BID FORM

BIDDER: JAMES P. FINN EGAN CONSTRUCTION INC

MEMORIAL PARK POOL REHABILITATION
CITY OF MEDINA, OHIO

In compliance with the Drawings and Project Manual, the undersigned Bidder hereby proposes to furnish all materials and perform all work necessary for the construction of the aforementioned project, in strict accordance with the Contract Documents for the Village of Plain City, Ohio as prepared by Brandstetter Carroll Inc., and within the time set forth, and at the sum of money enumerated below.

By submission of this BID, each Bidder certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to achieve Substantial Completion of their Work by June 1, 2017. BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as provided in the Supplementary Conditions if Work is not completed by said date.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following prices (Bidder to mark N/A for portions of Bid Form that do not apply to their respective bid):

1a. GENERAL TRADES CONTRACT

The General Trades Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

FIFTEEN THOUSAND DOLLARS

(Written Amount)

\$ 15,000.00

(Numerals)

B. MATERIAL

TWENTY FOUR THOUSAND, THREE
HUNDRED DOLLARS

(Written Amount)

\$ 24,300.00

(Numerals)

C. SUBTOTAL LABOR & MATERIAL

THIRTY NINE THOUSAND, THREE
HUNDRED DOLLARS.
(Written Amount)

\$ 39,300.00
(Numerals)

D. GRAND TOTAL

THIRTY NINE THOUSAND
THREE HUNDRED DOLLARS.
(Written Amount)

\$ 39,300.00
(Numerals)

1b. GENERAL TRADES CONTRACT ALTERNATES

The General Trades Contract will be awarded based on the review of the Grand Total submitted above in the "Contract Amount" not the value of the Alternates. Alternates will be decided by the Owner during the preparation of the Contract and as outlined in Section 012300 of the Project Manual. BIDDER to provide an amount to be ADDED or DEDUCTED from the GRAND TOTAL amount above.

A. ALTERNATE 1 - Provide new lavs, water closets, urinal, and toilet partitions:

ADD [REDACTED] \$ [REDACTED]
(Written Amount) (Numerals) *JRS*
SIXTEEN THOUSAND, FIVE HUNDRED DOLLARS @ 16,500.00

B. ALTERNATE 2 - Replace entire Pool Concrete Deck:

ADD FORTY SEVEN THOUSAND TWO HUNDRED \$ 47,200.00
(Written Amount) DOLLARS (Numerals)

(END OF GENERAL TRADES CONTRACT ALTERNATES)

2a. POOL CONTRACT

The Pool Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

N/A
(Written Amount)

\$ _____
(Numerals)

B. MATERIAL

_____ *N/A* _____

(Written Amount)

\$ _____
(Numerals)

C. SUBTOTAL LABOR & MATERIAL

_____ *N/A* _____

(Written Amount)

\$ _____
(Numerals)

D. GRAND TOTAL

_____ *N/A* _____

(Written Amount)

\$ _____
(Numerals)

3. COMBINED CONTRACT

Bidders may submit a Combined Bid for any combination of the above Bid Packages. If submitting a Combined Bid, the Bidder Shall:

- Provide a single stipulated sum for the Combined Contract below. Mark N/A for individual prime contract totals.
- Provide a bid for ALL Alternates for General Trades Contract.
- Provide a bid for ALL Unit Prices for both General Trades and Pool Contract.

The undersigned affirms the Owner's right to accept or reject any or all Combined Bids.

The "Combined Contract" shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

_____ *N/A* _____

(Written Amount)

\$ _____
(Numerals)

B. MATERIAL

_____ *N/A* _____

(Written Amount)

\$ _____
(Numerals)

C. SUBTOTAL LABOR & MATERIAL

_____ *N/A* _____

(Written Amount)

\$ _____
(Numerals)

The City of Medina reserves the right to reject any and all bids and to waive any informalities or irregularities in the bid. The City of Medina reserves the right to award the contract to the Contractor submitting the lowest and best base bid, not including alternate bids.

SIGNATURE BLOCK

NAME OF BIDDER: JAMES P. FINNEGAN CONSTRUCTION

ADDRESS (LINE 1): 5224 SETTLEMENT EAST RD

ADDRESS (LINE 2): 5 # ELBY, OHIO 44875

AUTHORIZED SIGNATURE: James P Finnegan

NAME (PRINT): JAMES P. FINNEGAN

TITLE: PRESIDENT

PHONE #: 419 347 6509

EMAIL: j.finnegan@mccool.net

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID
(Please print or type)**

STATE OF OHIO)
COUNTY OF: RICHMOND) SS:

I, (NAME) JAMES P. FINNEGAN, being first duly sworn, deposes and
says that he or she is (TITLE) PRESIDENT of

(COMPANY/FIRM) JAMES P. FINNEGAN CONSTRUCTION the party
making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham;
that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and
has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a
sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly,
sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other
bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any
advantage against the public body awarding the contract of anyone interested in the proposed contract; that all
statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or
her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or
paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or
to any member or agent thereof to effectuate a collusive or sham bid.

BIDDER (COMPANY/FIRM): JAMES P. FINNEGAN CONSTRUCTION INC

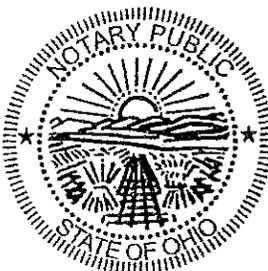
SIGNED: James P. Finnegan

BY (NAME): JAMES P. FINNEGAN

TITLE: PRESIDENT

ADDRESS: 5224 SETTLEMENT EAST RD
SHELBY, OHIO 44875

Subscribed and sworn before me this 7 day of July, 20014.



JENNIFER
YATES
NOTARY PUBLIC,
STATE OF OHIO
My Commission
Expires
May 20, 2019

Jennifer Yates
NOTARY PUBLIC

Notary Public in and for the State of Ohio

My commission expires: 5/20/2019

ORDINANCE NO. 108-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ASTRO POOL CO., INC. FOR THE MEMORIAL PARK POOL RENOVATION PROJECT.

WHEREAS: Ordinance No. 57-16, passed April 25, 2016 authorized bidding for the Pool Renovation at Memorial Park; and

WHEREAS: As a result, two contractors submitted a bid proposal for this project; and

WHEREAS: After review of the proposals, Astro Pool Co., Inc. was determined to be the best bidder.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into a contract with Astro Pool Co., Inc. for the Memorial Park Pool Renovation Project (City Job #991) in accordance with plans and specifications on file in the office of the Mayor.

SEC. 2: That a copy of the contract is marked Exhibit A., attached hereto and incorporated herein.

SEC. 3: That the funds to cover the contract in the amount of \$561,339.00, are available in the Parks Department Fund #104-0303 and the remainder from the General Purpose Capital Fund #301.

SEC. 4: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 5: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____

President of Council

ATTEST: _____

APPROVED: _____

Clerk of Council

SIGNED: _____

Mayor

ORD. 108-16
Exh. A

CITY OF MEDINA
CONTRACT

PROJECT NAME: Memorial Park Pool Rehabilitation

PROJECT NO.: 991

THIS AGREEMENT, made and entered into this 13 day of July, 2016, by and between the City of Medina, (hereinafter "City") and Astro Pool Corporation, located at 2710 Crider Rd City of Mansfield, County of Richland, and the State of Ohio, (hereinafter "Contractor".)

WITNESSETH: That the said Contractor has agreed and by these presents does agree with the City for the consideration herein written and contained in the proposal and other penalty expressed in a bond therein contained, to install at Contractor's own proper cost and expense, all the necessary labor, superintendence, tools, materials and equipment of every description, and to carry out and complete to a good, firm and workmanlike manner the design, construction, testing, completion, supervision of startup to complete delivery to the City for the completion and/or startup of:

Memorial Park Pool Rehabilitation

all as herein specified or required for the completion of Project Number 991 all in accordance with the plans on file in the office of the City Engineer, also in accordance with the Specifications for this Contract as herein set forth, and all the contract documents, subject to such changes as may be made, from time to time, in accordance with the provisions therein, and also in full accord and compliance with the following:

Article 1: The Contractor agrees to begin work and prosecute the same with reasonable speed and diligence so as to insure the completion of the work of the Contract in accordance with the date stipulated in the proposal and to the satisfaction of the City.

Article 2: The City agrees to pay, and the Contractor agrees to accept as full compensation for all work done, for all labor and equipment furnished, for all costs and expenses incurred, furnished or suffered, in the full and complete performance of all acts and requirements incidental and necessary for the completion of the work of this Contract in accordance with the terms, conditions and provisions thereof, except EXTRA WORK, which shall be paid for under subsidiary agreement executed as provided in the specifications and except as may otherwise in this Contract be specifically provided, a sum equal to the following:

\$ 561,339.00 (Five Hundred Sixty One Thousand Three Hundred Thirty Nine and 00/100 Dollars)

Article 3: If the Contractor shall fail to comply with any of the terms, conditions, provisions, or stipulations of this Contract according to the true intent and meaning thereof, then the City may avail itself of any or all remedies provided for in the Contract, and/or by law shall have the right and power to proceed in accordance with the provisions thereof.

Article 4: It is hereby agreed by the parties to this Contract that the provisions contained in the "Legal Notice", in "Information for and Instruction to Bidders", in the "Proposal" in the "Specifications", in the "Bond", in the "Contract Plans", as well as the supplementary documentation appended hereto, shall constitute integral parts of the Agreement and collectively that they shall comprise and be known as "the Contract."

Article 5: The specifications under which the work embraced in this Contract shall be performed include the Legal Notice, Information for the Instructions to Bidders, Proposal Affidavit, Contract, Contract Bond, General Conditions, Special Conditions and Detailed Specifications.

Name and Address of each person, firm or company interested in the Contract:

Astro Pool Corporation

2710 Crider Rd.

Mansfield, OH 44903

IN WITNESS WHEREOF: The parties hereunto affixed their hands and seals the day and year first mentioned above.

THE CITY OF MEDINA, OHIO

By: _____

Dennis Hanwell
Mayor, City of Medina, Ohio
132 N. Elmwood Avenue, P.O. Box 703
Medina, Ohio 44258
Pho. #(330)725-8861; Fax #(330)722-9045

Attest #1 to Mayor's Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20__

Attest #2 to Mayor's Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20__

CONTRACTOR: _____

Address: _____

City, State, Zip: _____

Phone #: _____ Fax #: _____

Authorized Signature: _____

Name (please print or type): _____

Title: _____

Dated _____, 20__

Witness #1 to Contractor Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20__

Witness #1 to Contractor Signature:

Signature: _____

Name (please print or type): _____

Dated _____, 20__

(If the Contractor is a corporation, there shall be attached a sealed resolution of the Directors empowering the officer signing to so act in behalf of the corporation.)

(To be executed in triplicate)

Correct as to Form:

Gregory Huber
Law Director, City of Medina
132 N. Elmwood Avenue
P.O. Box 703
Medina, Ohio 44258

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the money, viz.: \$ 561,339.00 (Five Hundred Sixty One Thousand Three Hundred Thirty Nine and 00/100 Dollars) for the contact herein described is in the treasury of the City of Medina, and placed to the credit of the proper fund (Account # _____) and not appropriated for any other purposes.

Purchase Order # 2016-_____

Dated _____, 20____

Signed _____

Keith Dirham
Finance Director, City of Medina, Ohio

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have examined the Contract herein and the form and correctness thereof are approved.

Dated _____, 20____

Signed _____

Greg Huber
Law Director, City of Medina, Ohio

BID FORM

BIDDER: Astro Pool Co. Inc.

MEMORIAL PARK POOL REHABILITATION
CITY OF MEDINA, OHIO

In compliance with the Drawings and Project Manual, the undersigned Bidder hereby proposes to furnish all materials and perform all work necessary for the construction of the aforementioned project, in strict accordance with the Contract Documents for the Village of Plain City, Ohio as prepared by Brandstetter Carroll Inc., and within the time set forth, and at the sum of money enumerated below.

By submission of this BID, each Bidder certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to achieve Substantial Completion of their Work by June 1, 2017. BIDDER further agrees to pay as liquidated damages, the sum of \$250.00 for each consecutive calendar day thereafter as provided in the Supplementary Conditions if Work is not completed by said date.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following prices (Bidder to mark N/A for portions of Bid Form that do not apply to their respective bid):

1a. GENERAL TRADES CONTRACT

The General Trades Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

(Written Amount)

\$ _____
(Numerals)

B. MATERIAL

(Written Amount)

\$ _____
(Numerals)

C. SUBTOTAL LABOR & MATERIAL

(Written Amount) \$ _____
(Numerals)

D. GRAND TOTAL

(Written Amount) \$ _____
(Numerals)

1b. GENERAL TRADES CONTRACT ALTERNATES

The General Trades Contract will be awarded based on the review of the Grand Total submitted above in the "Contract Amount" not the value of the Alternates. Alternates will be decided by the Owner during the preparation of the Contract and as outlined in Section 012300 of the Project Manual. BIDDER to provide an amount to be ADDED or DEDUCTED from the GRAND TOTAL amount above.

A. ALTERNATE 1 -- Provide new lavs, water closets, urinal, and toilet partitions:

ADD _____ \$ _____
(Written Amount) (Numerals)

B. ALTERNATE 2 -- Replace entire Pool Concrete Deck:

ADD _____ \$ _____
(Written Amount) (Numerals)

(END OF GENERAL TRADES CONTRACT ALTERNATES)

2a. POOL CONTRACT

The Pool Contract shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

Two hundred fifty two thousand six hundred

and two dollars fifty five cents \$ 252,602.55
(Written Amount) (Numerals)

B. MATERIAL

Three hundred eight thousand seven
hundred thirty six dollars forty five cents \$ 308,736.45
(Written Amount) (Numerals)

C. SUBTOTAL LABOR & MATERIAL

Five hundred sixty one thousand three
hundred thirty nine dollars \$ 561,339.00
(Written Amount) (Numerals)

D. GRAND TOTAL

Five hundred sixty one thousand three
hundred thirty nine dollars \$ 561,339.00
(Written Amount) (Numerals)

3. **COMBINED CONTRACT**

Bidders may submit a Combined Bid for any combination of the above Bid Packages. If submitting a Combined Bid, the Bidder Shall:

- Provide a single stipulated sum for the Combined Contract below – Mark N/A for individual prime contract totals.
- Provide a bid for ALL Alternates for General Trades Contract.
- Provide a bid for ALL Unit Prices for both General Trades and Pool Contract.

The undersigned affirms the Owner's right to accept or reject any or all Combined Bids.

The "Combined Contract" shall include furnishing and installing all items, articles, materials, operations and methods herein listed, mentioned and scheduled in these Contract Documents, including all labor, equipment, services, accessories, miscellaneous items and incidentals necessary for the completion of the Work and to provide complete systems of construction.

A. LABOR

(Written Amount) \$ _____
(Numerals)

B. MATERIAL

(Written Amount) \$ _____
(Numerals)

C. SUBTOTAL LABOR & MATERIAL

(Written Amount) \$ _____
(Numerals)

D. GRAND TOTAL

(Written Amount) \$ _____
(Numerals)

4. UNIT PRICES

For the purpose of Change Orders, both additive and deductive, ALL contractors shall bid the following unit prices for labor, material, overhead and profit, and other costs. These values shall be represented as furnished and installed. These unit prices will be utilized in the preparation of Change Order costs:

Engineered Fill (#57 Stone) - Placed and compacted \$ 108.00 /cu. yd.
4" Concrete Slab, including base, as detailed \$ 5.50 /sq. ft.

5. SIGNATURE AND ACKNOWLEDGEMENT

By signing and submitting this bid form, the contactor acknowledges his ability and willingness to execute a contract with the City of Medina to perform all work necessary to complete this project in accordance with all the contract documents included herein should this bid be awarded to him/her by the Board of Control of the City of Medina.

Please be advised that for a Bid to be accepted for consideration by the City of Medina, the following items MUST be completed and submitted:

1. A Financial Guarantee (certified check or cashier's check, or bid bond) in the amount of ten percent (10%) of the amount bid.
2. The Non-Collusion Agreement (included within the Project Specifications in Section 8: BID DOCUMENTS – the yellow sheets).
3. Contractor Experience Record (included within the Project Specifications in Section 8: BID DOCUMENTS – the yellow sheets).
4. This Official Bid Form, fully completed and signed.

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA

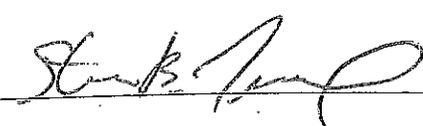
Bidder must select and mark either #1 or #2 below)

#1) Steve Truax, _____ I have received and reviewed the following Addenda (include numbers of all addenda received):

Addendum #1

#2) _____ No addendum received for this project bid

Authorized Signature: _____



Name (print): Steve Truax

The City of Medina reserves the right to reject any and all bids and to waive any informalities or irregularities in the bid. The City of Medina reserves the right to award the contract to the Contractor submitting the lowest and best base bid, not including alternate bids.

SIGNATURE BLOCK

NAME OF BIDDER: Astro Pool Co. Inc.

ADDRESS (LINE 1): 2710 Crider Rd

ADDRESS (LINE 2): Massfield, Ohio 44903

AUTHORIZED SIGNATURE: 

NAME (PRINT): Mike G. Truax

TITLE: President

PHONE #: 419-756-2444

EMAIL: struax@astropoolco.com

ORDINANCE NO. 109-16

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH MEDINA UNITED METHODIST CHURCH AND MARK KLAUS, LLC FOR THE LEASE OF PARKING LOT AREAS LOCATED ON SOUTH COURT STREET.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

SEC. 1: That the Mayor is hereby authorized and directed to enter into an Agreement with Medina United Methodist Church and Mark Klaus, LLC for the lease of parking lot areas located on South Court Street; Permanent Parcel Nos. 028-19B-20-103, 028-19B-20-100, and 028-19B-20-101 through the period ending October 31, 2016.

SEC. 2: That a copy of the Agreement is marked Exhibit A, attached hereto and incorporated herein.

SEC. 3: That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

SEC. 4: That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: _____

SIGNED: _____
President of Council

ATTEST: _____
Clerk of Council

APPROVED: _____

SIGNED: _____
Mayor