

SPONSOR: DEFEATED

ORDINANCE NO. 117-06

AN ORDINANCE FINDING THE LOWEST RESPONSIBLE AND RESPONSIVE BID, AWARDING THE CONTRACT FOR THE ELECTRIC BUILDING PORTCO, INC., 604 ELM STREET, PORTSMOUTH, OHIO 45662, AND DECLARING AN EMERGENCY.

WHEREAS, the City's current Electric Building is in need of replacement; and

WHEREAS, the City desires to construct a new Electric Building; and

WHEREAS, the City has received bids on the construction of a new Electric Building and now desires to proceed with the construction of a new Electric Building.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF JACKSON, STATE OF OHIO, as follows:

Section One. Council finds that Portco, Inc., 604 Elm Street, Portsmouth, Ohio 45662, is the lowest responsive and responsible bidder for the construction of a new Electric Building. This contract has been lawfully advertised and bid, and the lowest responsive and responsible bid is in the total amount of Six Hundred Ninety Six Thousand Nine Hundred Seventy Five and No/100 Dollars (\$696,975.00). This contract shall be paid from Line Item 405-7555-54003 – Electric Improvement Fund - – Buildings & Other Structures.

Section Two. The Mayor or the Safety Director is hereby authorized to execute this Contract and any financing documents according to the terms of the lowest responsive and responsible bid.

Section Three. This Ordinance is hereby declared to be an emergency Ordinance necessary for the immediate preservation of the public peace, health, or safety of the City of Jackson, in that it is necessary to commence with the construction of the Electric Building as soon as possible in order to lock in the lowest responsive and responsive bid. Therefore, this Ordinance shall go into effect upon passage and approval by the Mayor, as provided in Ohio Revised Code Section 731.30.

Section Four. In the event this Ordinance receives a majority vote for passage but fails to receive the required number of votes to pass as an emergency, then this Ordinance shall be deemed to have passed but with no emergency clause, and shall take effect at the earliest time permitted by law.

Section Five. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open

meeting of this Council and that all deliberations of this Council that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Date: _____

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

Approved:

Date: _____

MAYOR

John L. "Jack" Detty

From: Wendy [wsexton@jacksonohio.us]
Sent: Friday, May 05, 2006 3:47 PM
To: 'John L. "Jack" Detty'; 'Carl Barnett'
Subject: Ordinances

Jack,

Carl asked that I send this information to you.

Also, Steve Benson is having you draw up an Ordinance to award the contract for the construction of the electric building garage. The appropriate line item for this project is 405-7555-54003 : Buildings & other Structures to put on the Ordinance.

Wendy

5/8/2006

Felicia Walls

From: "Steve Benson" <sbenson@jacksonohio.us>
To: "Felicia Walls" <fwalls@jacksonohio.us>
Cc: "John L. "Jack" Detty" <jdetty@jacksonohio.us>; "Carl Barnett" <cbarnett@jacksonohio.us>
Sent: Tuesday, April 25, 2006 8:59 AM
Subject: Electric Building

Felicia;

Copy Jack the Portco Bid on the electric building.

We need an Ord for next meeting. May require appropriations also.

Steve Benson, P.E., P.S.
Director of Public Service
City Engineer

LUMP SUM BID

Place Jackson OHIO
Date 2/28/06

Proposal of Portco Inc (herein after called "Bidder") a corporation, organized and existing under the laws of the State of OHIO, or _____.

To the City of Jackson, Ohio, (hereafter called "Owner")

Gentlemen:

The bidder, in compliance with your invitation for bids for the construction of the New City Electric Garage, having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposed to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 180 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$300.00 for each consecutive calendar day thereafter provided in the general conditions.

Bidder acknowledges receipt of the following addendum: _____

<u>Add # 1</u>	<u>2-6-06</u>
<u>Add # 2</u>	<u>2-10-06</u>
<u>Add # 3</u>	<u>2-21-06</u>

BASE PROPOSAL: Bidder agrees to perform all the work described in the specifications and shown on the plans. for the sum of Six Hundred Ninety-Six Thousand, Nine Hundred Seventy-Five Dollars (\$ 696,975.⁰⁰). (Amount shall be shown in both words and figures. In case of discrepancy, the amount in words will govern.) Base Bid: 2" thick.

ALTERNATE PROPOSALS:

Alternate #1: Upper Floor Sprinkler

(Add/Deduct) the sum of Seventeen Thousand, Four Hundred Sixty-Six Dollars \$ 17,460

Alternate #2: Entire Building Sprinkler

(Add/Deduct) the sum of Forty-Two Thousand, Nine Hundred Thirty-Eight Dollars \$ 42,938

Alternate #3: Electric Sectional Overhead Door Operators

(Add/Deduct) the sum of Eight Thousand, Seven Hundred Ninety Eight Dollars \$ 8,798

Alternate #4: Add per cubic yd. for extra fill

(Add/Deduct) the sum of Twenty-Eight Dollars and Fifteen cents \$ 28.¹⁵ per cubic yd.

Alternate #5: Price per Ft to ADD piling

(Add/Deduct) the sum of One Hundred Twenty Three Dollars \$ 123.⁰⁰ per Ft.

Alternate #6: price to DEDUCT piling

Add/Deduct the sum of One Hundred Dollars per foot - \$ 100.⁰⁰ per Ft.

UNIT PRICES:

For changing the quantities of work items from those indicated by the contract drawing upon written instructions from the engineer, the following unit prices shall prevail:

1.	_____	\$ _____
2.	_____	\$ _____
3.	_____	\$ _____
4.	_____	\$ _____
5.	_____	\$ _____
6.	_____	\$ _____

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Bidder understands the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The Bid security attached in the sum of (Full amount if left blank)
_____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the Owner caused thereby.

Respectfully submitted:

Gayle _____ President
(Signature of Bidder & Title)

604 ELM ST. Portsmouth, OH 45662
(Business address & Zip)

PH#: 740-353-2908

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF
PERSONAL PROPERTY TAXES

O.R.C. 5919.042

State of OHIO

County of Jackson


TO: THE CITY OF Jackson OHIO

Bid Identification: NEW CITY ELECTRIC GARAGE

The undersigned, being first duly sworn, having been awarded a contract by you for the NEW CITY ELECTRIC GARAGE hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property on any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as covenant if the undersigned.

Signed:



Subscribed and sworn to before me this _____
day of 28th Feb, 2006

Seal of Notary:



NON-COLLUSION AFFIDAVIT

State of OHIO

County of Jackson

Bid Identification: NEW CITY ELECTRIC GARAGE

CONTRACTOR Portco Inc Gary Cunningham
being duly sworn, deposes and says that he is President
(sole owner, a partner, president, secretary, etc.) of Portco Inc

_____, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, or corporation; that such BID is genuine and not collusive or sham; that said 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 any one else to put in a sham BID, or that any one shall refrain from bidding that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with any one to fix that BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit, or cost against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Gary Cunningham

Subscribed and sworn to before me this 28th
day of February, 2006

Seal of Notary

Donna Cunningham

BID GUARANTY AND CONTRACT BOND

(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Portco, Inc.

604 Elm Street Portsmouth OH 45662

as principal and North American Specialty Insurance Company

as sureties, are hereby held and firmly bound unto City of Jackson

11 West Main Street Jackson OH 45640

_____ as obligee in the penal sum of the dollar amount of the bid submitted by the

principal to the obligee on February 28, 2006 to undertake the project known as _____

New City Electric Garage

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 foregoing blank not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, 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 ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for 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 pays to 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:

Now also, if the said principal shall well and faithfully do and perform the things agreed by the obligee to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, 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 materialman or laborer having just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same to 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 or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Signed this 28th day of February, 2006

PRINCIPAL

Portco, Inc.

BY: *Gay Cummings*

TITLE: President

SURETY: North American Specialty Insurance Company

BY: *Laura Hall*

Attorney-in-Fact

Laura Hall
Surety Phone No. 770-442-7870

SURETY COMPANY ADDRESS:

13010 Morris Road, Building One, Suite 150
Street

Alpharetta GA 30004

City State Zip

SURETY AGENT'S ADDRESS:

HRH of Ohio
2245 North Bank Drive
Columbus OH 43220

NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of Arizona and having its principal office in the City of Itasca, Illinois, each does hereby make, constitute and appoint:

David N. Doub, William D. Music, Jr., Bradley W. Stammler, Mac B. Leavitt,

Laura Hall, Gregory R. Overmyer, Jack E Kehl, Jr. and Mary K. Crist

jointly or severally

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TEN MILLION (10,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 24th of March, 2000:

"RESOLVED, that any two of the President, any Executive Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Paul D. Amstutz
Paul D. Amstutz, President & Chief Executive Officer of Washington International Insurance Company & Vice President of North American Specialty Insurance Company



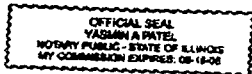
By Steve P. Anderson
Steve P. Anderson, Executive Vice President of Washington International Insurance Company & Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 28 day of October, 2004.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Du Page ss:

On this 28 day of October, 2004, before me, a Notary Public personally appeared Paul D. Amstutz, President and CEO of Washington International Insurance Company and Vice President of North American Specialty Insurance Company and Steven P. Anderson, Executive Vice President of Washington International Insurance Company and Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Yasmin A. Patel
Yasmin A. Patel, Notary Public

I, James A. Carpenter, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 28th day of February, 2004.

James A. Carpenter

James A. Carpenter, Vice President & Assistant Secretary of Washington International Insurance Company & Assistant Secretary of North American Specialty Insurance Company

North American Specialty Insurance Company

Manchester, New Hampshire 03101-2524

ASSETS

Cash and Bank Deposits	\$ 14,878,678
Bonds	108,331,632
Other Invested Assets	104,501,618
Other Admitted Assets	<u>57,330,638</u>
Total Admitted Assets	<u>\$ 285,042,566</u>

LIABILITIES

Reserve for Unearned Premiums	\$ 4,179,488
Reserve for Losses and Loss Adjustment Expenses	51,681,536
Funds Withheld	9,938,110
Taxes and Other Liabilities	<u>33,951,159</u>
Total Liabilities	<u>\$ 99,750,293</u>

Surplus	<u>185,292,273</u>
Total Liabilities and Surplus	<u>\$ 285,042,566</u>

State of New Hampshire

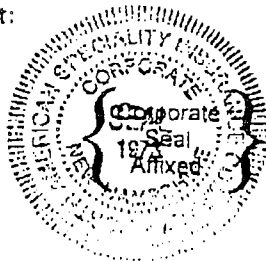
SS.

County of Hillsborough

Securities carried at \$23,709,508 deposited in accordance with law

The undersigned, being duly sworn, says: That he is the President and Chief Operating Officer of North American Specialty Insurance Company; that said Company is a corporation licensed and engaged in business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Title 31, United States Code, Sections 9304 - 9408; and that to the best of his knowledge and belief the above statement is full, true, and correct statement.

Attest:



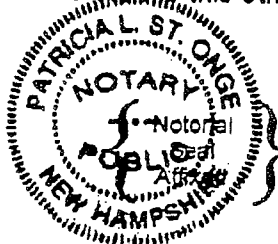
Robert M. Solitto
 Robert M. Solitto

President and
Chief Operating Officer

Edward D. Stys
 Edward D. Stys

Vice President
and Treasurer

Sworn to before me this 6th day of April 2005



Patricia L. Stonge
 PATRICIA L. STONGE, Notary Public
 My Commission Expires November 8, 2005

Notary Public
State of New Hampshire

Office of Financial
Regulation Services
2100 Stella Court
Columbus, OH
43215-1067
(614) 644-2658
Fax (614) 644-3256
www.ohioinsurance.gov

Ohio Department of Insurance

Bob Taft - Governor
Ann Womer Benjamin - Director

Certificate of Compliance



Issued 03/18/05
Effective 04/02/05
Expires 04/01/06

I, Ann Womer Benjamin, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	
Accident & Health	Multiple Peril - Homeowners
Aircraft	Nonrenew - State Reasons (A&H)
Allied Lines	Ocean Marine
Boiler & Machinery	Other Accident only
Burglary & Theft	Other Liability
Collectively Renewable A & H	Private Passenger Auto - Liab.
Commercial Auto - Liability	Private Passenger Auto-Other
Commercial Auto - No Fault	Private Passenger-Phys Damage
Commercial Auto - Phys. Damage	Surety
Credit	Workers Compensation
Credit Accident & Health	
Earthquake	
Fidelity	
Fire	
Glass	
Group Accident & Health	
Inland Marine	
Multiple Peril - Commercial	

NORTH AMERICAN SPECIALTY INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2004 that it has admitted assets in the amount of \$285,042,566, liabilities in the amount of \$99,750,293, and surplus of at least \$185,292,273.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Handwritten signature of Ann H. Womer Benjamin.

Ann H. Womer Benjamin
Director



