

SPONSOR: Evans/E Brown

## ORDINANCE NO. 58-08

AN ORDINANCE FINDING THE LOWEST RESPONSIBLE AND RESPONSIVE BID, AWARDING THE CONTRACT FOR THE LABOR, EQUIPMENT, AND TOOLS TO PERFORM THE ELECTRIC WORK ON THE 13.2 KV NORTHVIEW SCHOOL DISTRIBUTION PROJECT, TO NITRO ELECTRIC COMPANY, INC., 500 CORPORATE CENTER DRIVE, POST OFFICE BOX 510, SCOTT DEPOT, WEST VIRGINIA 22560, AND DECLARING AN EMERGENCY.

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

**Section One.** Council finds that Nitro Electric Company, Inc., 500 Corporate Center Drive, Post Office Box 510, Scott Depot, West Virginia 25560, is the lowest responsive and responsible bidder to provide the labor, equipment, and tools for the electric work on the 13.2 KV Northview School Distribution Project. This contract has been lawfully advertised and bid, and the lowest responsive and responsible bid is in the amount of Forty Eight Thousand Seven Hundred Thirty-nine and 00/100 Dollars (\$ 48,739.00). This contract shall be paid from line item .

**Section Two.** The Mayor or the Service 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 accept this bid as soon as possible to receive the bid price, and in order to commence with this project as soon as possible to meet pending timelines. 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.** It is hereby found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that the deliberations of this Council that resulted in such formal actions, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Date: 6-23-08

*Conceal K. Brown*  
PRESIDENT OF COUNCIL

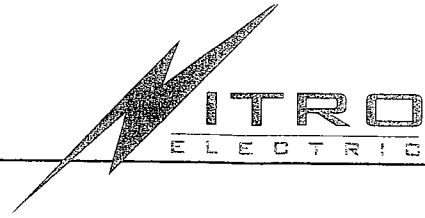
*Eva Brown*  
CLERK OF COUNCIL

Approved:

Date: 6-23-08

*Randy R. Head*  
MAYOR

# EXHIBIT “A”



JEED ORDINANCE  
FOR NEXT MTG.  
Bill

June 9, 2008

City of Jackson

Attention: Director of Public Service/Safety

Subject: 13.2KV Northview School Distribution Project  
Spec No. 2008-5-EL1  
Contract No. OH-2008-5-EL1

We propose to furnish labor, equipment and tools to perform electrical Work on the above referenced project for our firm lump sum price Per the attached Bid Proposal Documents.

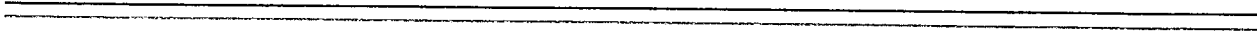
Clarifications:

- 1: City of Jackson to supply all permanent materials for this project.

Thank you for the opportunity to bid on your requirements.

Regards

Mark D. Miller  
Chief Estimator



DIVISION 4A

PROPOSAL FOR LUMP SUM CONTRACT FORM

Date June 9, 2008

Proposal of **Nitro Electric Co., Inc.** (hereinafter called "Bidder"), a corporation organized and existing under the laws of the State of WV, a partnership consisting of \_\_\_\_\_, an individual trading as \_\_\_\_\_, a joint venture consisting of \_\_\_\_\_.

TO: Director of Public Service/Safety  
City of Jackson  
Memorial Building  
Jackson, Ohio 45640

1. BASIS OF BID:

The Bidder, in compliance with the Invitation For Bids and in accordance with the specifications prepared by MK Power Solutions, Inc., entitled NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED, having examined the Bid Documents hereby proposes to furnish all labor, materials, equipment and supplies required to complete the work in accordance with the Contract documents, within the time set forth herein at the prices stated herein. These prices are to cover all expenses, including freight, bid and performance bonds, insurance and applicable taxes, incurred in performing the work required under the Contract documents, of which this Proposal is a part. The base bid shall be a lump sum and shall include all work as described in the specifications and/or indicated on the drawings.

Bidder acknowledges receipt of the following addenda:

Addendum No. None Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

2. BID PRICE: All pricing shall be stated in both words and figures. In case of discrepancy between the words and the figures, words shall govern.

2.1 BASE BID: The base bid shall include and provide all equipment, labor, freight, etc. necessary to complete the NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED. The base bid is to be broken down into three sections; 1) Section 1 is Removal Lump Sum; 2) Section 2 is New Assembly Lump Sum and 3) Section 3 is Transfer Assembly Lump Sum.

A Site Visit is required for this bid. Construction drawings were not prepared for this Contract due to the simplicity of the project and the time constraints necessary for completing the project. The Owner has completed a "project takeoff" which will be made available to the Contractor's at the time of the Site Visit. It is the responsibility of the Contractor to review the project details and determine if the Owner's project takeoff is deficient. The Owner will not consider Change Orders for items not included in the base bid for which the Contractor should be aware of based upon the required Site Visit.

**BID PRICE: NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED**

**SECTION 1**

Base bid for Section 1 Removal shall be provided as specified for the lump sum of:

Dollars (\$ 13,925.00 )

**SECTION 2**

Base bid for Section 2 New Assembly shall be provided as specified for the lump sum of:

Dollars (\$ 27,851.00 )

**SECTION 3**

Base bid for Section 2 Transfer Assembly shall be provided as specified for the lump sum of:

Dollars (\$ 6,963.00 )

***TOTAL BASE BID PRICE***

*Total base bid price for all work as specified shall be provided for the*

*lump sum of:*

*Dollars*     (\$ 48,739.00)

3.     UNIT PRICES - LINE CHANGES  
SECTION NOT USED

4.     CONTRACT SCHEDULE: The Bidder agrees to commence work under this Contract on the date "Notice to Proceed" (NTP) is received from the Owner, and guarantees to complete the project not later than specified below.

4.1 Submittals:

- |  |                                     |
|--|-------------------------------------|
| a. Complete submittal of all information for approval.           | <u>30 Days After NTP</u>            |
| b. Manufacturing Schedule as specified in <u>Section 1D</u> .    | <u>30 Days After NTP</u>            |
| c. Furnish certified submittals of all items above in a.         | <u>45 Days After NTP</u>            |
| d. Furnish instruction manuals as specified herein for approval. | <u>45 Days After NTP</u>            |
| e. Complete Installation of Project                              | <u>Not later than July 25, 2008</u> |

5.     PERFORMANCE PENALTIES

The Project Schedule is driven by the summer recess period of the Northview School. As such, the timely completion of this project is necessary to assure completion prior to school starting in the fall of 2008. Based on these facts and the above Schedule, the following Performance Penalties will be assessed if the Contractor is not able to meet the above Schedule:

If the July 25, 2008 completion date is not met, the Contractor shall be assessed a daily performance penalty of \$350.00/day.

This project schedule allows minimal time for completion. The Contractor shall consider the project schedule and the time of year that this project is being completed. Inclement weather should not be a factor during this time period. The Contractor shall take this into consideration when preparing the Bid and plan for such conditions as reasonably possible.

Federal Taxpayer I.D. No. **20 8844160**

END OF SECTION

NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED  
JACKSON, OHIO

4A-5

SPEC. 2008-5-EL1

## DIVISION 4B

### EQUIPMENT AND PERFORMANCE DATA

1. **INFORMATION TO BE SUPPLIED WITH PROPOSAL:** Bidders shall complete each copy of his Bid by supplying the following information and filling in the following Equipment and Performance data sheets. The Bidder is required to supply all submittal data and complete all fill in data. This data will be used in the evaluation process. Failure to supply this data may result in the Owner's rejection of the bid.

2. **EQUIPMENT AND PERFORMANCE DATA SHEETS:** The Bidder shall fill in all data requested. All data on these sheets must be contained to the right of the page. Indicate "NA" if a fill in item is not applicable.

3. **ADDITIONAL BID DATA:** The Bidder shall supply the following for the equipment he proposes to furnish.

3.1 **DELIVERY:** The Bidder shall furnish with his Bid, a list of all equipment and accessories to be shipped to the jobsite. The list should indicate breakdown and method of shipping. This list will be used in the evaluation of Bids to establish the quantity and assembly required for the equipment proposed.

3.2 **ERECTION MANHOUR ESTIMATE AND SEQUENCE:** The Bidder shall identify in his Bid the sequence of erection anticipated for the installation of his equipment and provide a man-hour estimate for erection of the proposed equipment. The Bidder shall furnish all equipment shop assembled to the maximum amount practical for shipment.

3.3 **SPARE PARTS:** The Bidder shall furnish with his Bid a list of recommended spare parts, complete with prices valid for one year and normal delivery times. The list shall also indicate whether the spare part is recommended for emergency replacement, inventory or maintenance. The Bidder shall indicate in the spare parts list any parts, which cannot be finalized until the Bidder's detail design is complete. If applicable the recommended spare parts list shall be finalized based on actual detail design of the equipment by the Bidder and resubmitted after award of Contract as specified herein.

3.4 **MANUFACTURING AND CONSTRUCTION SCHEDULE:** The Bidder shall furnish with his Bid a schedule, which indicates manufacturing and construction activities and the dates of each activity. The schedule shall indicate submittal of drawings and information, fabrication, submittal of instruction manuals, delivery and installation.



NAME OF BIDDER

PERFORMANCE DATA  
FOR  
NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED

1. Guaranteed completion date for installation of all improvements- July 25 2008

END OF SECTION

Inclement weather will not be reason for Change of Schedule or for Change of Contract Price, unless extraordinary circumstances prevail.

6. ENGINEER'S ESTIMATE

The Engineer's Estimate for this Project is \$49,000.00 plus or minus 10%. This estimate is based on available estimating sources such as previous Contracts and Contractor quotations.

7. BIDDER'S ACKNOWLEDGMENTS:

7.1 Bidder understands that the Owner will not be liable for any amount in excess of the bid accepted at time of award of Contract, except as expressed in written change orders duly extended and delivered by the Owner.

7.2 In submitting this Bid it is agreed that it may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receipt of Proposals.

7.3 Bidder has reviewed a complete set of the bid documents and has a full understanding of all technical and commercial aspects of the work.

BIDDER'S SIGNATURE

Note: All signatures must be original, not copied, Xeroxed, stamped, etc.

Name of Corporation **Nitro Electric Company, Inc.**

Name and Title of Officer **Lowell L Ferguson, President / CEO**

Signature 

Address for Communications **500 Corporate Center Drive, Suite 200  
Scott Depot, WV 25560**

Telephone No. 304-722-7701

Fax No. 304-757-1213

Dated June 9, 2008

City of Jackson

Jackson, Ohio

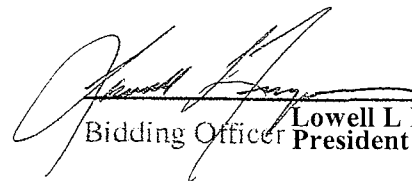
Non-Collusion Clause

RE: Bid On June 10, 2008 .2008

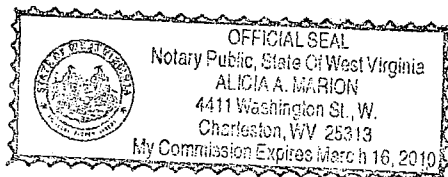
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Gentlemen:

We do hereby make affidavit that we have not entered into any agreement with any other bidder to fix the price which he will bid, and that there has been no collusion with any other bidder. Nor has there been any collusion with any employee or official of the City of Jackson, Ohio, or any consultant or employee of an engineering firm employed by the City of Jackson, Ohio.

  
Bidding Officer **Lowell L Ferguson**  
President / CEO

Subscribed and sworn to before me, a Notary Public, this 9th day of  
June, 2008.



  
Notary Public  
*My Commission Expires*  
*3-16-2010.*

NORTHVIEW SCHOOL 13.2 KV DISTRIBUTION FEED  
JACKSON, OHIO

4G-2

SPEC. 2008-5-EL1

DIVISION 3

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Nitro Electric Company, Inc.  
500 Corporate Center Drive, Scott Depot, WV 25560

as Principal, hereinafter called the Principal, and

The Cincinnati Insurance Company  
6200 S. Gilmore Road  
Fairfield, OH 45014

a corporation duly organized under the laws of the State of OH as Surety, hereinafter called Surety, are held and firmly bound unto

City of Jackson, Ohio  
Memorial Bldg. 145 Broadway  
Jackson, Ohio 45640

as Obligee, hereinafter called the Owner, in the sum of 10% of amount bid dollars (\$\_\_\_\_\_), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for construction of 13.2kV overhead and underground electric distribution facilities. Contract Name: NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED.

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party

NORTHVIEW SCHOOL 13.2 kV DISTRIBUTION FEED  
JACKSON, OHIO

3-1

SPEC. 2008-5-EL1

to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of June 2007. 8

PRINCIPAL

(CORPORATE SEAL)

Nitro Electric Company, Inc.

By 

LOWELL L. FERGUSON, President/CEO

SURETY

The Cincinnati Insurance Company

By 

Gregory T. Gordon, Attorney-in-Fact

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with Attorney-in-Fact's authority from Surety)

END OF SECTION



THE  
**CINCINNATI INSURANCE COMPANIES**

THE CINCINNATI INSURANCE COMPANY      THE CINCINNATI INDEMNITY COMPANY  
THE CINCINNATI CASUALTY COMPANY      THE CINCINNATI LIFE INSURANCE COMPANY

Mailing Address:      P.O. BOX 145496  
CINCINNATI, OHIO 45250-5496  
(513) 870-2000

THE CINCINNATI INSURANCE COMPANY  
FINANCIAL STATEMENT  
DECEMBER 31, 2007

ASSETS


Cash	\$ 617,683,216
Bonds	3,907,524,719
Stocks	4,747,610,640
Agents Balance Receivable	1,040,072,119
All Other Admitted Assets	203,367,637
<b>TOTAL ADMITTED ASSETS</b>	<b><u>\$10,516,258,331</u></b>

LIABILITIES

Reserve for Losses and Loss Expense	\$3,397,522,195
Reserve for Unearned Premiums	1,548,704,182
All Other Liabilities	1,262,881,945
Capital	\$ 3,586,355
Surplus	4,303,563,654
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>4,307,150,009</u></b> <b><u>\$10,516,258,331</u></b>

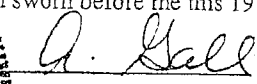
State of Ohio  
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2007 is true and correct to the best of her knowledge and belief.

  
Theresa A. Hoffer  
Treasurer



Subscribed and sworn before me this 19<sup>th</sup> day of February, 2008.

  
**VICKI A. GALL**  
Notary Public, State of Ohio  
My Commission Expires 10-22-12



6200 S. Gilmore Road, Fairfield, Ohio 45014-5141



## Certificate of Compliance

Issued 06/26/07  
Effective 07/01/07  
Expires 06/30/08

I, Mary Jo Hudson, 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

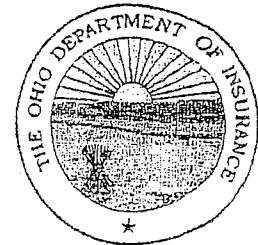
CINCINNATI INSURANCE COMPANY, THE  
of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)	
Accident & Health	Multiple Peril - Homeowners
Aircraft	Other Liability
Allied Lines	Private Passenger Auto - No Fault
Boiler & Machinery	Private Passenger Auto-Liability Other
Burglary & Theft	Private Passenger-Phys Damage
Commercial Auto - Liability Other	Surety
Commercial Auto - No Fault	Workers Compensation
Commercial Auto - Phys. Damage	
Credit	
Earthquake	
Fidelity	
Financial Guaranty	
Fire	
Glass	
Inland Marine	
Medical Malpractice	
Multiple Peril - Commercial	
Multiple Peril - Farmowners	

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2006 that it has admitted assets in the amount of \$10,917,879,475, liabilities in the amount of \$6,194,510,667, and surplus of at least \$4,723,368,807.

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

Mary Jo Hudson  
Director



CIC Form #BN-1423-07

INS7231 (Rev. 6/2003)

Accredited by the National Association of Insurance Commissioners (NAIC)

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint Allan L. McVey; Larry D. Kerr; Gregory T. Gordon; Patricia A. Fincke; Patricia A. Moye and/or Kimberly J. Wilkinson

of Charleston, West Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Twenty Million and No/100 Dollars (\$20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of April, 2007.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly
Vice President

STATE OF OHIO ) ss:
COUNTY OF BUTLER )

On this 1st day of April, 2007, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Mark J. Huller
MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 10th day of June 2008



Gregory J. Schlessel
Secretary