

ORDINANCE NO. 10 - 83 AC CMS

AN ORDINANCE ACCEPTING THE BID OF CONCORD ROAD EQUIPMENT MANUFACTURING, INC. OF PAINESVILLE, OHIO, FOR A SWAPLOADER SL2418-HD HOOKLIFT HOIST AND HEAVY DUTY DUMP BODY FOR THE CITY OF OBERLIN PUBLIC WORKS DEPARTMENT AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Oberlin, County of Lorain, State of Ohio, five-sevenths (5/7ths) of all members elected thereto concurring:

SECTION 1. That the bid of Concord Road Equipment Manufacturing, Inc. of Painesville, Ohio, for a Swaploader SL2418-HD Hooklift Hoist and Heavy Duty Dump Body for the City of Oberlin Public Works Department, being the lowest and best bid submitted, is hereby accepted, and the City Manager is hereby authorized and directed to enter into a contract accordingly, for an amount not to exceed \$43,457.18


SECTION 2. It is hereby found and determined that all formal actions of this Council concerning or relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety of the citizens of the City of Oberlin, Ohio, or to provide for the usual daily operation of a municipal department, to wit:

“to accept a competitive bid prior to its expiration date,”
and shall take effect immediately upon passage.

PASSED: 1st Reading – December 6, 2010 (S, E)
2nd Reading -
3rd Reading -

ATTEST:


BELINDA B. ANDERSON, CMC
CLERK OF COUNCIL


KENNETH SLOANE
PRESIDENT OF COUNCIL

POSTED: 12/07/2010

EFFECTIVE DATE: 12/06/2010

NOTICE OF AWARD

To: Concord Road Equipment Mfg., Inc.
348 Chester St., P.O. Box 772
Painesville, OH 44077

12-20-10A09:58 RCVD

The City of Oberlin, Ohio, having considered the Bid submitted by you for a Swaploader SL2418-HD Hooklift Hoist and Heavy Duty Dump Body in response to the Advertisement for Bids dated November 6, 2010 and in the amount of \$43,457.18 does hereby notify you that your bid has been accepted by City Ordinance No. 10-83 AC CMS.

The following variations from the Specifications and Bid Instructions have been allowed:

N/A See Concord Road Equipment Mfg., Inc. letter of November 24, 2010
to Dave Rucker, attached.

Delivery shall be on or before 90 calendar days following the Notice to Proceed.

You are required to execute the Agreement within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement within ten (10) calendar days of the date of this Notice, the City of Oberlin will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City of Oberlin will also be entitled to such other rights as may be granted by law.

City of Oberlin, Ohio

By: _____


Eric P. Norenberg

Title: City Manager

Date: 12/8/10

Acceptance of Notice of Award

Receipt of the above Notice of Award is hereby acknowledged by Concord Road Equipment Mfg., Inc., this 13th day of December, 2010.

By: _____


Jeffery S. Warfield

Title: President

6. The Contractor shall furnish services and labor which expeditiously and economically and properly complete its particular scope of the Work in the manner most consistent with the City's interests and objectives; in accordance with the Contract Documents, and in accordance with the highest standards currently practiced by persons and entities performing comparable labor and services on projects of similar size and complexity.
7. The Contractor expressly warrants and guarantees to the City that all goods, products, materials, equipment, and systems incorporated in its particular scope of the Work conform to applicable Specifications, descriptions, instructions, Drawings, data and samples; be new (unless otherwise specified or permitted and without apparent damage); be of quality equal to or higher than that required by the Bid Documents; be merchantable; and free from defects.
8. The Contractor expressly warrants and guarantees to the City that all labor and services required for its particular scope of Work shall comply with the Bid Documents; be performed in a workmanlike manner; and be free from defects.
9. All warranties and guarantees set forth above shall be in addition to all other warranties, express, implied or statutory, and shall survive payment for, acceptance or inspection of, or failure to inspect the Work.
10. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. With respect to the intent and interpretation of this Contract, the City and the Contractor agree as follows:
 - (A) This Contract, together with the Contractor's and Surety's performance and payment bonds for the Project, if any, constitute the entire and exclusive agreements between the parties with reference to the Project, and said Contract supersedes any and all prior discussions, communications, representations, understandings, negotiations, or agreements.
 - (B) Anything that may be required, implied or inferred by the documents which make up this Contract, or any one or more of them, shall be provided by the Contractor for the Contract Price;
 - (C) Nothing contained in this Contract shall create, nor be interpreted to create, privity or any other relationship whatsoever between the City and any person except the Contractor;
 - (D) When a word, term, or phrase is used in this Contract, it shall be interpreted or construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage;
 - (E) The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation";
 - (F) The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract;


Project, have been paid or otherwise satisfied;

- (2) If required by the City, separate releases of lien or lien waivers from each subcontractor, lower tier subcontractor, laborer, supplier or other person or entity who has, or might have a claim against the City or the City's property;
- (3) If applicable, consent(s) of surety to final payment;
- (4) All product warranties, operating manuals, instruction manuals and other record documents, drawings and things customarily required of the Contractor, or expressly required herein, as a part of or prior to Project closeout;

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three copies, each of which shall be deemed an original on the date first written above.

City of Oberlin, Ohio

By:


Eric P. Norenberg, City Manager

(Seal)

ATTEST:

By:


Belinda Anderson, City Clerk

CITY OF OBERLIN, OHIO

FISCAL OFFICER'S CERTIFICATE

Project Identification: Swaploader SL2418-HD Hooklift Hoist and Heavy Duty Dump Body

I, I. Salvatore Talarico, Finance Director, hereby certify that I am the qualified and acting fiscal officer of the City of Oberlin, Ohio, and that the amount of money, to wit \$43,457.18, required to meet the cost of the attached Agreement between the City of Oberlin and Concord Road Equipment Mfg., Inc. (Contractor) has been lawfully appropriated for the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.



I. Salvatore Talarico, Finance Director

12/9/10

Date

CONCORD

Road Equipment Mfg., Inc.

348 Chester St. • P.O. Box 772 • Painesville, Ohio 44077
Phone (440) 357-5344 • (800) 942-ROAD • Fax (440) 357-1942
Jeffery S. Warfield - JWarfield@ConcordRoadEquipment.com
"Specialist in Municipal, Contractor and Industrial Equipment"

November 24, 2010


Mr. Dave Rucker
Superintendent
City of Oberlin
65 South Main Street
Oberlin, Ohio 44074

Dear Mr. Rucker,

As a follow-up to the questions you had during our phone conversation earlier this morning, our typed proposal that was included in your bid package references the front bulkhead as being "304 stainless steel"; as per your specifications the bulkhead of the dump body as well as all other components of the dump body will be constructed from grade A1011 high yield and tensile strength steel. Also our typed proposal indicates a 120 day delivery after receipt of chassis your chassis. Per your specifications we will deliver the completed unit within and/or prior to your 90 day delivery requirement. If you have any additional questions please don't hesitate to contact me directly.

Again, it was a pleasure speaking with you this morning and I look forward to receiving an order and upfitting the City's new cab and chassis with a Concord "Minuteman" Snow and Ice Control /Hooklift Hoist Package that meets your specifications.

Sincerely,



Jeffery S. Warfield
President / CEO
Concord Road Equipment Mfg., Inc.
348 Chester St., Painesville, OH 44077
JWarfield@ConcordRoadEquipment.com
Toll Free: 800-942-ROAD (7623)
Phone: (440) 357-5344
Fax: (440) 357-1942
Mobile: (440) 336-0758

NOTICE TO PROCEED

To: Concord Road Equipment Mfg., Inc.
348 Chester St., P.O. Box 772
Painesville, OH 44077

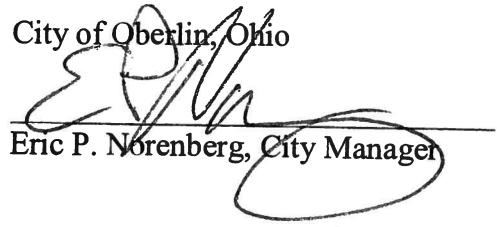
Date: December 8, 2010

Project: Swaploader SL2418-HD
Hooklift Hoist and Heavy
Duty Dump Body

You are hereby to commence WORK in accordance with the Agreement dated December 8, 2010, on or before December 20, 2010 and you are to complete the WORK within accordance of the Notice of Award. The date of completion of all WORK is, therefore, March 20, 2011.

Owner: City of Oberlin, Ohio

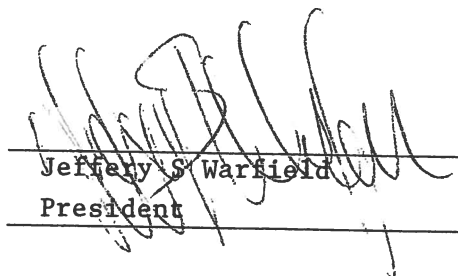
By:


Eric P. Norenberg, City Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by Concord Road Equipment Mfg., Inc. this 13th day of December 2010.

By:


Jeffrey S. Warfield

Title:

President