

**RESOLUTION NO. 42-2025**

Introduced by Matt Grieves

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH LANDMARK STRUCTURES FOR CONSTRUCTION SERVICES RELATING TO THE 2.0 MG ELEVATED WATER TANK PROJECT IN THE AMOUNT OF EIGHT MILLION FOUR HUNDRED THIRTEEN THOUSAND AND XX/100 DOLLARS (\$8,413,000.00).**

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:**

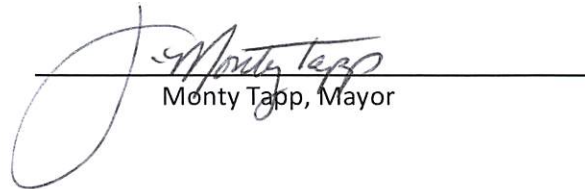
**SECTION 1.** That the City Manager shall be, and he hereby is, authorized and directed to award the bid and enter into an agreement with Landmark Structures for construction services relating to the 2.0 MG Elevated Water Tank Project in the amount of Eight Million Four Hundred Thirteen Thousand and xx/100 Dollars (\$8,413,000.00) , which agreement shall be on file in the office of the Clerk of Council.

**SECTION 2.** That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22.

**SECTION 3.** That this Resolution shall be in full force and effect from and immediately after its adoption.

ATTEST:

  
Clerk of Council

  
Monty Tapp, Mayor

ADOPTED: 27 MAY 2025





May 23, 2025

Stuart Hamilton  
City Manager  
The City of Huron  
417 Main Street  
Huron, OH 44839

Re: New 2.0 MG Elevated Tank  
The City of Huron  
Kleinfelder Job No. 24004188

Dear Mr. Hamilton:

On May 21, 2025, the City received bids regarding the above-named project and the results were as follows:

Company	Base Bid
Landmark Structures	<b>\$8,413,000.00</b>
Caldwell Tanks	\$8,789,000.00
CB&I Storage Tank Solutions, LLC	\$9,885,017.00*
Engineers Estimate	\$9,000,000.00
	*Corrected Bid Price

Landmark Structures submitted the lowest and best bid for the New 2.0 MG Elevated Tank project. We have worked with this company on previous projects, and we have reviewed their references and have found their work to be satisfactory. We recommend the contract be awarded to Landmark Structures, for having submitted the best and lowest bid. A bid tab is enclosed for your files.

A complete detailed tabulation of all bids will be available on our website at [www.kleinfelderplanroom.com](http://www.kleinfelderplanroom.com).

The project is to be substantially completed by September 1, 2027, following notification by the City for the Contractor to proceed with final completion by October 1, 2027.

We have attached a copy of the Lien Law which took effect January 1, 1992 for your use. The Lien Law requires that the public authority (Owner) prepare Public Notice of Commencement and make it readily available to the public. We normally suggest that it be posted on a public bulletin board and posted at the job site.

The person designated as receiving service of an affidavit under Section "5" of the Notice of Commencement may be any public official or administrator designated by the public entity. You may wish to consult with your legal counsel to complete this form.

Further, ORC 9.32 requires the contracting authority to simultaneously give notice of the award to the surety and agent of the surety on the contractor's bond. Failure to do so may prejudice the owner's right to proceed against the surety should that become necessary. Enclosed is a sample Notice to Surety which should be completed and sent out at the same time as a Notice of Award.



Mr. Stuart Hamilton  
May 23, 2025  
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H.B. 95 which took effect 1/1/04 includes a provision which requires a "political subdivision " to "verify" that the apparent lowest bidder for goods, services, or construction has not been issued a "finding for recovery" by the auditor of the state. In other words, it must be shown that the low bidder does not owe money to the state resulting from an audit performed on any public entity. The penalty for failing to check and "verify" that there is no finding of recovery on record with the auditor's office is that the bid, if awarded, will be voided. This verification can be completed online from the auditors' website ([www.auditor.state.oh.us](http://www.auditor.state.oh.us)). The verification form should be downloaded and signed by an appropriate official with a copy forwarded to this office to be included with project contracts. The signed downloaded original should be retained for your records.

Should you have any questions, or require additional information, please do not hesitate to contact this office.

Sincerely,

KLEINFELDER, INC.

A handwritten signature in blue ink that reads "Thomas J. Borck". The signature is fluid and cursive, with the first and last names being clearly legible.

Thomas Borck, PE  
Principal Professional

Enclosures

## BID TABULATION

**NEW 2.0 MG ELEVATED TANK**

Kleinfelder Job Number: 24004188.001A

Bids Received: May 21, 2025 at 1:00 PM

Engineer's Estimate: \$9,000,000.00



Kleinfelder, Inc.  
5201 Levis Commons Boulevard, Ste 5201  
Perrysburg, OH 43551

Landmark Structures  
1685 Harmon Road  
Forth Worth, TX 78177

Caldwell Tank, Inc.  
4000 Tower Road  
Louisville, KY 40219

Ref. No.	Description	Estimated Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	12" Waterline and Fittings	33	LF	\$260.00	\$8,580.00	\$302.00	\$9,966.00
2	12" Gate Valves and Valve Box	1	EA	\$12,920.00	\$12,920.00	\$10,750.00	\$10,750.00
3	Fire Hydrant Assembly	1	EA	\$11,000.00	\$11,000.00	\$12,000.00	\$12,000.00
4	Connect to Existing Waterline	1	EA	\$16,000.00	\$16,000.00	\$17,950.00	\$17,950.00
5	Composite 2.0 MG Elevated Tank	1	EA	\$7,213,000.00	\$7,213,000.00	\$7,611,084.00	\$7,611,084.00
6	Control Valve and Internal Piping	1	EA	\$130,000.00	\$130,000.00	\$177,800.00	\$177,800.00
7	Tank Mixing and Aeration Systems	1	LS	\$143,000.00	\$143,000.00	\$153,000.00	\$153,000.00
8	Cathodic Protection System	1	LS	\$16,000.00	\$16,000.00	\$40,000.00	\$40,000.00
9	Electrical and Controls	1	LS	\$220,000.00	\$220,000.00	\$255,000.00	\$255,000.00
10	68" x 106" Elliptical RCP Culvert	1	LS	\$140,000.00	\$140,000.00	\$236,350.00	\$236,350.00
11	8" Non-Reinforced Concrete Pavement	600	SY	\$115.00	\$69,000.00	\$200.00	\$120,000.00
12	Site Work	1	LS	\$240,000.00	\$240,000.00	\$36,000.00	\$36,000.00
13	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$100,000.00	\$100,000.00	\$15,600.00	\$15,600.00
14	SCADA Allowance	1	LS	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
15	Electrical Service Allowance	1	LS	\$13,500.00	\$13,500.00	\$13,500.00	\$13,500.00
<b>TOTAL BASE BID PRICE AS SUBMITTED</b>					<b>\$8,413,000.00</b>		<b>\$8,789,000.00</b>
<b>CORRECTED BASE BID PRICE</b>					<b>\$8,413,000.00</b>		<b>\$8,789,000.00</b>



## BID TABULATION

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Kleinfelder Job Number: 24004188.001A

Bids Received: May 21, 2025 at 1:00 PM

Engineer's Estimate: \$9,000,000.00



Kleinfelder, Inc.  
5201 Levis Commons Boulevard, Ste 5201  
Perrysburg, OH 43551

CB&I Storage Tank Solutions, LLC  
14105 S. Route 59  
Plainfield, IL 60544

Ref. No.	Description	Estimated Quantity	Unit	Unit Price	Total Price
1	12" Waterline and Fittings	33	LF	\$355.00	\$11,715.00
2	12" Gate Valves and Valve Box	1	EA	\$12,646.20	\$12,646.20
3	Fire Hydrant Assembly	1	EA	\$14,118.00	\$14,118.00
4	Connect to Existing Waterline	1	EA	\$21,118.00	\$21,118.00
5	Composite 2.0 MG Elevated Tank	1	EA	\$8,496,725.00	\$8,496,725.00
6	Control Valve and Internal Piping	1	EA	\$209,353.00	\$209,353.00
7	Tank Mixing and Aeration Systems	1	LS	\$188,235.00	\$188,235.00
8	Cathodic Protection System	1	LS	\$39,117.80	\$39,117.80
9	Electrical and Controls	1	LS	\$295,294.00	\$295,294.00
10	68" x 106" Elliptical RCP Culvert	1	LS	\$278,059.00	\$278,059.00
11	8" Non-Reinforced Concrete Pavement	600	SY	\$235.00	\$141,000.00
12	Site Work	1	LS	\$64,724.00	\$64,724.00
13	Mobilization, Demobilization, Bonds, and Insurance	1	LS	\$19,412.00	\$19,412.00
14	SCADA Allowance	1	LS	\$80,000.00	\$80,000.00
15	Electrical Service Allowance	1	LS	\$13,500.00	\$13,500.00
<b>TOTAL BASE BID PRICE AS SUBMITTED</b>					<b>\$9,885,000.00</b>
<b>CORRECTED BASE BID PRICE</b>					<b>\$9,885,017.00</b>

**THE NEW MECHANIC'S LIEN LAW  
PUBLIC PROJECTS  
THE CLAIMANT'S PERSPECTIVE**

The parties involved in Public Projects will also benefit from the new law. While it is still a mechanic's lien, when public projects have been involved, the lien was always on the funds due the contractor and not upon the land of the public owner. Historically, the different liens had different filing procedures, different filing times, different requirements for information and even different methods of service. The new law has eliminated many of the differences while at the same time addressing problems that were unique to this type of lien.

The advantages for lien claimants are:

1. More people know you are working on the project.  
More chance of payment without the need for lien.
2. The owner will have the right to pay direct.
3. The document needed to file a lien has been simplified.
4. The definitions used by surety companies are now the same as the mechanic lien definitions.
5. Service requirements have been relaxed.
6. Information needed to file a lien should be available to claimants through the PNOC.

The disadvantages are:

1. Additional paperwork
  - A. Request Public Notice of Commencement (PNOC)
  - B. Passing Public Notice of Furnishing (PNOF)
  - C. Preparing information to subcontractors and material suppliers.
2. Loss of lien rights for those who fail to furnish the Public Notice of Furnishing.
3. Loss of lien if lower tier subcontractors or material suppliers fail to serve their subcontractor.

Remember, the object of the new system is to avoid or do away with hidden liens. Public claims only affected the Principal Contractors. Therefore, the PNOF is only served upon the Principal Contractor.

#### EFFECTIVE DATE

All projects where the contract with the principal contractor is executed after January 1, 1992.

Because of the system of multiple primes used by the State and other public authorities, we could end up with the problem of having both old and new law on the same project. Know your principal contractor and know the date of his contract.

#### LIEN RIGHTS EXPANDED

There always were lien rights that existed in public projects that did not exist in private. Now the rights are very similar.

1. Demolition is new.
2. Suppliers of materials that were specifically designed or fabricated for the project but not incorporated and not readily resalable.

#### FILING TIME

The time for filing is no longer four (4) months after the claimant's last work. It has been changed to 120 days.

#### PUBLIC INFORMATION

The owner of the Public Project will have to prepare Public Notices of Commencement (PNOC). The PNOC's should be readily available to those requesting copies from the owner. Then PNOC, as in the case of private projects, should provide the information needed to file both a mechanic's lien and a claim against the contractor's bond.

#### CONTRACTOR INFORMATION - DISTRIBUTION

The name and address of the principal contractor should be passed to lower tier subcontractors and material suppliers as you enter into subcontract or send purchase orders.

#### PUBLIC NOTICE OF FURNISHING (PNOF)

The Public Notice of Furnishing is even simpler than the Notice of Furnishing required in private projects. A subcontractor or materialmen will serve the notice upon the principal contractor. Material suppliers and subcontractors in privity of contract with a principal contractor do not have to serve the notice. You do not serve owners, You do not serve construction managers.

1. When to Serve: Serve before or within 21 days after starting to provide material or perform work.

2. Service: As in private projects, serve the notice by hand, certified mail or by any means that results in a receipt.

Also, as in private projects, if you serve a PNOF late, the 21 day window allows you to serve the notice late and have it cover all future work and deliveries as well as the work and deliveries which took place within the 21 days prior to service.

#### PUBLIC AFFIDAVIT OF MECHANIC'S LIEN

##### AFFIDAVIT OF MECHANIC LIEN/CLAIM AGAINST FUNDS/ATTESTED ACCOUNT

The document claiming the lien has been simplified. It is now an affidavit that, among other things, states the balance due. The awkward and often defective itemized statement is gone. The affidavit is served upon the Public Owner along with evidence that the PNOF was served upon the principal contractor. Failure to provide the owner with evidence of service of the PNOF upon the principal contractor will result in a defective lien. After serving the owner, the affidavit should then be recorded.

Another provision indicates that when the claimant has a contract with a subcontractor, the subcontractor must also be served with a copy of the affidavit within 20 days of serving the affidavit upon the owner.

#### RIGHT TO DISPUTE

The principal contractor's right to dispute the claim has been expanded to 20 days after receipt of notice from the owner of the filing of the lien. If the lien claimant was obligated to serve a PNOF on the principal contractor, the failure to do so is reason to dispute the claim.

#### NOTICE TO COMMENCE

The right to give a lien claimant a notice to commence suit has been expanded to include subcontractors. The requirements have been reduced and the period for filing the suit has been expanded to 60 days.

#### BONDING

The definitions used in the bonding sections are now the same as the definitions used in the mechanic lien sections. A worrisome problem of inconsistent definitions that confused both the public and the courts has been eliminated.



#### IV. New Prompt Payment Provisions

##### A. Purpose of the Prompt Payment Provisions

- 1) Promotes prompt payment to subcontractors and suppliers once the owner pays the original contractor by imposing 18% interest rate on retained funds beginning after ten (10) calendar days.
- 2) Prompt payment provisions cannot be contracted away since such contractual provisions will be regarded as void as against public policy.

##### B. Coverage of the Prompt Payment Provisions

- 1) All general contractors, subcontractors and suppliers are covered by the prompt payment requirements.

##### C. Exemptions

- 2) Does not apply to construction of one, two, or three family residential dwellings.

##### D. How it Works

- 1) If subcontractor or supplier requests payment in time to allow general contractor to include the request in his pay request to the owner, the general contractor shall pay to the subcontractor within ten 10 days of receiving payment from the owner:
  - an amount equal to the percentage of completion allowed by the owner for the amount of labor or work performed by the subcontractor.
  - or in the case of the supplier an amount equal to that portion of the general contractor's invoice for materials which represents materials provided by the supplier.
  - EXCEPT that the general contractor may reduce the amount paid to the subcontractor pursuant to any retainage provision in the contract between the general and the subcontractor AND withhold amounts necessary to resolve disputed liens or claims involving the work of that particular subcontractor or supplier.
  - failure by the general contractor to make the prompt payment triggers the accrual of 18% interest per annum beginning on the eleventh (11<sup>th</sup>) day.
- 2) The same procedure applies down the line between each

successive layer of subcontractors (i.e. a timely demand for payment triggers prompt payment provisions).

- 3) The same procedure applies to payment of retainage by the owner to the general contractor and from the general contractor to the subcontractors.

E. Attorney's Fees

- 1) If payment is not made within thirty (30) days a civil action may be filed to recover payment, 18% interest and attorney fees. The court shall award the prevailing party attorney's fees.

State of Ohio,                         )  
  ) ss:  
County of   )

2. The Public Authority will be commencing a public improvement identified as follows:
  
  
  
  
  
  
  
  
  
  
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:
  - a. Name:  
Address:  
  
Trade:  
Date of First Executed:  
Contract for the Public:  
Improvements:
  
  
  
  
  
  
  
  
  
  
4. The following lists the names and addresses of the sureties for all of those principal contractors:
  - a. Principal Contractor:  
Name and Address of Surety:
  
  
  
  
  
  
  
  
  
  
5. For the purpose of serving an affidavit pursuant to Revised Code '1311.26, service may be made upon the following representative of the Public Authority:

Name:

Title:

Address:

FURTHER AFFIANT SAYETH NAUGHT.

Signature

SWORN TO BEFORE ME and subscribed in my presence this \_\_ day of  
, 20\_\_.

Notary Public

[SEAL]

NOTICE OF SURETY (RC '9.32)

Notice is hereby given to \_\_\_\_\_  
(name and address of surety on contractor's bond)

surety, and \_\_\_\_\_  
(name and address of agent for surety)

agent for surety, that on \_\_\_\_\_ 20 \_\_\_\_\_, the \_\_\_\_\_

City/County/Village of \_\_\_\_\_, Ohio awarded a contract for the  
\_\_\_\_\_ of a public improvement owned by  
(construction, demolition, alteration, repair, reconstruction)

said City/County/Village to \_\_\_\_\_  
(name and address of contractor)

on whose bond for said contract the names of the aforementioned surety and agent appear.

\_\_\_\_\_  
Owner

By \_\_\_\_\_  
Finance Director/Auditor/Village Clerk/Treasurer

\_\_\_\_\_  
Date