



City of Clayton
6996 Taywood Road
Englewood, OH 45322

CONTACT

Elaine Wittman, Assistant to City Manager
6996 Taywood Road
Englewood, OH 45322
Phone: 937.836.3500 ext. 113
Email: ewittman@clayton.oh.us

BID PACKET

**Specifications and Contract Documents
for
Pump Station & Control Panels
Meadowbrook at Clayton Golf Course & Event Facility**

Bid Due Date: Friday, October 7, 2022 at 9:00am

at City of Clayton Council Chambers
6996 Taywood Road, Englewood, Ohio 45322

or mailed to 6996 Taywood Road, Englewood, Ohio 45322

INVITATION TO SUBMIT BIDS
Pump Station and Control Panels

The City of Clayton seeks bids for an End Suction Variable Speed Pump Station, a Variable Speed Control Panel, and a Fixed Speed Control Panel for Meadowbrook at Clayton Golf Course, 6001 Salem Avenue, Clayton, OH 45315.

Sealed bids marked, **“Pump Station and Control Panels”** will be received in the Council Chambers of the City of Clayton, 6996 Taywood Road, Englewood, Ohio, 45322 until Friday, October 7, 2022 at 9:00am. Said bids will be opened as soon thereafter as the opening can begin. All bids will be publicly opened, reviewed, and available for inspection. Any bids received after the above specified time and date will be returned to the Bidder unopened.

Each Bidder is required to furnish, with his/her proposal, a Bid Guaranty in accordance with Section 153.54 of the Ohio Revised Code as a guarantee that if the proposal is accepted a Contract will be entered. The Bid Guaranty shall be in one of the following forms:

1. A certified check, cashiers’ check or letter of credit in an amount equal to 10% of the total Bid amount, payable to the City of Clayton and the Ohio Department of Transportation, or;
2. A Bid bond in the amount of 100% of the Bid amount, payable to the City of Clayton and the Ohio Department of Transportation.

If the Bid Guaranty is furnished in Bond form, it shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety. Subject to the foregoing, bonds of all bidders will be returned when the selected bidder has executed the Agreement, or all bids have been rejected. If no contract award has been made by the City within ninety (90) days after bid date, any bidder may withdraw its proposal and its deposit will be promptly refunded.

Bids shall be submitted in a sealed envelope, addressed to the **City of Clayton** (“City”), with the name **“Pump Station and Control Panels”** and the name and address of the Bidder on the envelope.

Bids may be held by the City for a period of thirty (30) days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of the bidders, prior to the award of the Contract.

Responses to general questions regarding the Invitation for Bids may be made at the discretion of the City. Every request for such interpretation should be in writing and delivered via e-mail to ewittman@clayton.oh.us or postal mail to 6996 Taywood Road, Englewood, OH 45322, to the Assistant to the City Manager at least five (5) days prior to the scheduled bid opening. Responses will be issued in writing in the form of an Addenda or e-mail to prospective bidders.

Bidders are responsible for thoroughly reading and understanding the information, instructions, and specifications contained in this Invitation for Bids, and for investigating the site conditions. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the plans, specifications, and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve the bidder from any obligation in respect to their bid.

The bid specifications and all documents related thereto are available for inspection and copies may be picked up Monday through Friday at the City of Clayton Government Center located at 6996 Taywood Road, Englewood, Ohio, 45322 between the hours of 7:30 a.m. and 4:30 p.m.

GENERAL BID SPECIFICATIONS
Pump Station and Control Panels

PURPOSE

The City of Clayton intends to obtain the subject goods from the lowest and best responsible bidder or bidders (each, a “supplier”) in accordance with the conditions and specifications contained or referenced in this Invitation to Bid. The City will retain the right to terminate any agreement regarding the purchase of the goods for any reason upon 30 days’ notice.

The City of Clayton shall award the contract based upon the best interests of the City notwithstanding price and maintains the right to reject any and all bids.

BID REQUEST

Please submit a bid for furnishing the End Suction Variable Speed Pump Station, a Variable Speed Control Panel, and a Fixed Speed Control Panel. Bids may be mailed to the Clayton Government Center, 6996 Taywood Road, Englewood, OH 45322, or dropped off in person at the same address. Bids must be received before the time and date specified in the invitation for bid.

ACCEPTANCE OF GOODS

The goods delivered under this bid shall remain the property of the supplier and not be paid for until a physical inspection and actual usage of the goods is made, and thereafter accepted to the satisfaction of the City. The goods must comply with the terms herein and be fully in accordance with the attached specifications. In the event the goods supplied to the City are found to be defective or does not conform to the specifications, the City reserves the right to cancel the order upon a 30-day written notice to the supplier, return the product to supplier at the supplier’s expense and refuse to pay until specifications are met.

EQUAL EMPLOYMENT OPPORTUNITY

Contractor will be required to comply with all applicable Equal Employment Opportunity (EEO) laws and regulations. Affirmative action must be taken to ensure that the employees and applicants for employment are not discriminated against because of their race, color, creed, sex, or national origin. The City of Duluth is an equal opportunity employer.

ASSIGNMENT OF CONTRACTUAL RIGHTS

It is agreed that a supplier will not assign, transfer, cancel, convey, or otherwise dispose of the contract or its right, title, or interest in or to the same, or any part thereof, without previous written consent by the City and any sureties.

OFFER/ACCEPTANCE

Your Bid shall be considered an offer, which offer shall be deemed accepted upon the issuance of a purchase order. In case of a default on the part of the supplier after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

BRAND NAMES

If in the specifications a brand name, make, name of any manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade of quality of the goods only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "or approved equal" is added. If a product, other than the goods specified is bid, it is your responsibility to name such a product within your Bid so the City can determine if that product is equal to the goods specified. It is also your responsibility to submit brochures, samples and/or specifications in detail on product you are bidding. The City, in its sole and absolute discretion, shall determine if the product you are bidding is an equal to the goods.

BID SPECIFICATION DEVIATION

Bid deviation means any variance submitted or proposed by a Bidder, which deviates from, adds extraneous terms to, conflicts with or offers an alternative to any term, condition, specification, or requirement of this Solicitation. Utilizing the Bid Specification Deviation Form in this packet, please state any deviations for the posted bid specifications and how said deviations will affect the performance of the proposed products/services. The City will consider any deviations in its bid award decisions, and the City reserves the right to accept or reject any bid based upon any deviations.

NON-COLLUSION CLAUSE

By submitting a bid, the bidder, their agent and/or employee(s) hereby affirm that the attached bid or bids have been arrived at by the bidder independently and have been submitted without collusion with, and without agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation for Bids, designed to limit independent bidding or competition.

EXPERIENCE/REFERENCES

Each bidder is to provide a statement detailing prior experience in providing services similar to the services solicited herein, including references and such other information as will enable the City to judge the bidder's responsibility, experience, skill and overall ability to perform the subject services for the City. The statement shall include sufficient information to confirm that the bidder: (i) client list of three firms to which similar items/services have been provided; (ii) has in its employ a sufficient number of skilled and trained employees to carry out the services and work to be performed under the Agreement; and (iii) has the requisite managerial skills to organize and operate efficient performance of the Curb, Catch-Basin and Driveway Approach requirements and specifications.

The City reserves the right, and all bid proposals shall acknowledge such right of the City, to investigate the financial standing and ability of the bidder to perform the Agreement in accordance with the Detailed Specifications. The bidder shall furnish all information requested by the City as necessary to complete that investigation.

INSURANCE

Workers Compensation Insurance (State of Ohio Statutory Limit)

The Successful Bidder shall be required to submit a copy of the Workers Compensation certificate with each signed copy of the City-Contractor Agreement and prior to work commencing. A current certificate must be kept on file with the City during the duration of the Contract.

Commercial General Liability Insurance

The Successful Bidder shall secure Commercial General Liability Insurance naming the City of Clayton, Ohio, as additional insured. This must include endorsements for Contractual liability and independent Contractor's coverage (including, but not limited to, Premises- Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage):

Bodily Injury and Property Damage, Combined Single Limits (CSL) of:

- \$1,000,000 Each Occurrence
- \$1,000,000 General Aggregate
- \$1,000,000 Products Completed Aggregate
- \$1,000,000 Personal and Advertising Injury Limit

Products and Completed Operations Insurance shall be maintained for one year after final payment. Stop Gap Employers Liability Insurance shall also be required.

ETHICS REGULATION

If you have knowledge of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Clayton, you must disclose that on the pricing page where indicated.

INDEMNITY

To the fullest extent allowed by law, the supplier agrees, by accepting the City's purchase order, to indemnify, defend, and hold the City, its officials, and employees, harmless from any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, liabilities and expenses of any kind, including, but not limited to attorney's fees or claims of damages arising out of the acts or omissions of the supplier, its officers, employees and subcontractors of any tier used in connection with providing the material.

LAWS FEDERAL/STATE/LOCAL

All bidders will comply with all Federal, state, and local laws relative to conducting business in the City of Clayton, but not limited to, licensing, labor, and health laws.

SAFETY STANDARDS

The bidder warrants that the product supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Ohio and the failure to comply with this condition will be considered a breach of contract.

RESERVATIONS FOR REJECTION AND AWARD

The City also reserves the right to waive minor variation to specifications (interpretation of minor variances will be made by applicable City representative). The City reserves the right to reject any and all bids, or to waive any technicalities or irregularities in the bids as the interests of the City may require.

TAXES

Municipalities are exempt from Federal Excise and State Sales Tax, but subject to State Excise Tax. All bidders must submit their Federal Tax Identification Number on their bid. Bids without Federal Tax I.D. Number may not be accepted.

WARRANTY

The winning bidder must warrant that the material is free from defects of material or workmanship, to be of good quality, and to conform strictly to any specifications, drawings, or samples that have been furnished by the City. All manufacturers' warranty information, material quality assurance and workmanship warranty shall be included with the bid.

ON-SITE INSPECTIONS

For an inspection of the golf course and pumps, please contact Mark Goodwin - 937-623-3483.

SIGNATURE

All bids must be signed with the bidder's name and by an officer or employee having authority to bind the bidder by their signature.

END SUCTION VARIABLE SPEED PUMP STATION SPECIFICATIONS

Replacement Booster Station

Requirements: 600 GPM at 110 PSI at station discharge

Supply Power: 460/3/60

Inlet Pressure: 0 PSI

SCOPE

- 1 Ea MCI UL Listed QCZJ Packaged Pump Station
Part Number PPS-N-ES2-600-110-SV-P-48-3-6

UL Listed pump Station complete with pump base, sch40 steel manifolds, isolation valves, close coupled pumps/motors, check valves and discharge flow meter. Standard MPC controls with single VFD drive and alternating contactors so each main motor may run XL or VFD. Built under ISO9001:2015 certification.

Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 3R Enclosure
 - 3 Point Latch
 - Carbon Steel w/ Powder Coat Finish
- UL Listed heat exchanger
- 100-amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- PM Pump 3 HP
 - Class J fuses/block per contactor
 - Allen Bradley Contactor w/1 Allen Bradley SS OL per motor
- 2 Ea. Main Pump 30 HP
 - 1 Ea. Danfoss Aqua Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
 - Door Mounted Keypad
 - DTW-272 30HP 6 Year Warranty on Danfoss VFD which includes coverage against damages from momentary line or load anomalies such as lightning strikes.
 - Class J fuses/block per contactor
 - Allen Bradley Interlocked Contactors w/1 Allen Bradley SS OL per main motor
- Allen Bradley compactlogix PLC Platform
- Allen Bradley 10" Panelview +7 Color HMI
- Inhand Network Switch with Modem
- Allen Bradley DC Power Supply
- Allen Bradley "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, VSD Bypass, PLC Bypass, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- Flow Signal Input: Pulse

- Lake Level Controls
 - HOA Selector Switch
 - PNR & Probes
- Fertigation Relay
- Safeties:
 - Low Inlet Pressure Shutdown
 - Loss of Prime Safety
 - Motor Space Heaters
 - High Pump Temperature
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance, and low voltage protection
- Operation Features
 - Lamp Test Function
 - Automatic alternation of pumps based on least run time
 - Intelligent Slow Ramp feature for automatic line fill
 - VFD Bypass
- 10" Color Touch screen interface
 - 3 Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending
 - Assignable I/O
- Remote Cell Monitoring w/1 Year Activation
- Remote pump station disable feature from any smart device or PC
- Factory support remote access to PLC/HMI and VFD for programming and troubleshooting
 - Scheduled monthly email with flow report in Excel format
 - Access to one full year of pressure, flow, alarms and event data

Alert

- Manage maintenance due dates for all aspects of maintenance on your pumping station.
- Warning light, display message and email alert when due.
- Monitor and report irregular operation of irrigation system, pump system and filter system.
- Booster station Control Panel shall communicate with Vertical Turbine Transfer Panel via cell modem

Programming

- Station logic shall operate as follows:
 1. Drop in main booster station line pressure prompts Remote, Transfer control panel PM pump to start. After a combination of an adjustable time delay and minimum booster station suction manifold pressure setting, the Local Booster Station PM Pump shall start.
 2. If pressure cannot be met the remote, transfer control panel 40HP vertical turbine pump starts via soft start, after a combination of an adjustable time delay and minimum booster station suction manifold pressure setting the local 20HP pump on the main booster station will start.

3. If pressure cannot be maintained the local 40HP pump on the main booster station shall start.
4. Once demand and pressure have been satisfied on the discharge line of the main booster station the pumps shall be retired.

Instrumentation

- 2 Ea. IFM pressure transducer, 250PSI, with local indication LED display
- DI220B Flow sensor
- 2 Ea. Durachoice 4" Pressure Gauge w/isolation ball valve

Pumps

- 2 Ea. 30 HP close coupled end suction pumps, (76.8% Efficiency), each rated for 300 GPM @ 265' TDH including station losses.
- To include:
 - Bronze Impellers
 - Steel Shafting
 - Mechanical Seal
 - 30 HP, 3600 RPM, 480/3/60, premium efficient, Horizontal Shaft Motors with motor space heaters.
- 1 Ea. 3HP Vertical Multistage Pressure Maintenance Pump

Isolation Valves

- 2" & 4" Victaulic grooved pump isolation valves with lever actuator.
- 2" & 4" Pump silent wafer check valves coated with fusion bonded epoxy and Stainless Steel disc.
- 6" lug butterfly station inlet isolation valve with lever actuator.
- 4" lug butterfly station discharge isolation valves with lever actuator.

Relief Valves Standard

- Fusion Bonded Epoxy Inside/Out w/ Bronze Trim
- ClaVal 50-01 2.5" Station pressure relief valve with bronze trim, piped back to suction manifold with Victaulic isolation butterfly valves w/lever operator, Stainless Steel disc and EPDM elastomers.

Skid

- Channel skid system
- Steel Grit blasting to SSPC-6 of station structural steel.
- PPG Enviroacryl Zinc epoxy powder coat Primer
- Poly Powder coated non-skid paint system

Piping

- Sch40 Station piping
- 6" Station suction manifold
- 6" Station discharge manifold
- 4" Station flowmeter spool
- Steel Grit blasting to SSPC-6 of station piping.
- NSF61 fusion bonded Epoxy powder coating of all piping 2" and above internal and externally.
- Piping below 2" to be 304SS
- Hose Bibb connection
- 1 Ea. Spare ¾" TOL and plug downstream of flowmeter

Fixed Speed Control Panel Specifications

Vertical Turbine Pump Control

Supply Power: 460/3/60

SCOPE

UL Listed Fixed Speed Control Panel with standard APC controls with soft starter so main motor may run at a fixed speed. Built under ISO9001:2015 certification.

Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 65 ka
- NEMA 3R Enclosure
 - 3 Point Latch
 - Carbon Steel w/ Powder Coat Finish
 - Aluminum Inner Door w/ white powder coat finish
- 100-amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- PM Pump 3 HP
 - Class J fuses/block per contactor
 - Allen Bradley Contactor w/1 AB SS OL per motor
- 1 Ea. Main Pump 40 HP
 - 1 Ea. Danfoss Soft Starter
- Allen Bradley 1400 micrologix PLC Platform
- Allen Bradley 6" Panelview Color HMI
- Inhand Network Switch with Modem
- Allen Bradley DC Power Supply
- Allen Bradley "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet
- Control Power Transformer w/primary/secondary fusing
- Flow Signal Input: Pulse or 4-20mA
- Safeties:
 - Low level shutdown
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance, and low voltage protection
- Operation Features
 - Intelligent Slow Ramp feature for automatic line fill
- 6" Color Touch screen interface
 - 3 Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending

- Assignable I/O
- Remote Cell Monitoring w/1 Year Activation
- Remote pump station disable feature from any smart device or PC
- Factory support remote access to PLC/HMI and VFD for programming and troubleshooting
- Vertical Turbine Transfer Panel shall communicate with Main Booster Panel via cell modem

Instrumentation

- SS Wika Pressure Transmitter 0-250 PSIG

Ship Loose

- 1 Ea. 6" EBV with 120VAC actuator

NOTE: Controls shall be done in the field by others

Programming

- Station logic shall operate as follows:
 1. Drop in main booster station line pressure prompts Remote, Transfer APC PM pump to start. After a combination of an adjustable time delay and minimum booster station suction manifold pressure setting, the Local Booster Station PM Pump shall start.
 2. If pressure cannot be met the Remote, Transfer APC 40HP VT pump starts via soft start, after a combination of an adjustable time delay and minimum booster station suction manifold pressure setting the local 20HP pump on the main booster station will start.
 3. If pressure cannot be maintained the local 40HP pump on the main booster station shall start.
 4. Once demand and pressure have been satisfied on the discharge line of the main booster station the pumps shall be retired.

VARIABLE SPEED CONTROL PANEL SPECIFICATIONS

Booster Pump

Supply Power: 460/3/60

SCOPE

UL Listed Variable Speed Control Panel - single VFD drive so each main motor may run at optimal speeds. Built under ISO9001:2015 certification.

Standard Controls

- UL 508a Listed Control Panel
- Short Circuit Current Rating 100 ka
- NEMA 3R Enclosure
 - 3 Point Latch
 - Carbon Steel w/ Powder Coat Finish
- UL Listed heat exchanger
- 100-amp Main Fused Disconnect
- Type 1 Surge Protection w/status indicators
- Incoming Line Phase Monitor w/primary fusing
- PM Pump 3 HP
 - Class J fuses/block per contactor
 - Allen Bradley Contactor w/1 AB SS OL per motor
- 1 Ea. Jockey Pump 20 HP
 - Danfoss Aqua Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
 - Door Mounted Keypad
 - DTW-272 20HP 6 Year Warranty on Danfoss VFD which includes coverage against damages from momentary line or load anomalies such as lightning strikes.
- 1 Ea. Main Pump 40 HP
 - 1 Ea. Danfoss Aqua Drive w/high speed JKS fuse protection
 - 3 ½% DC Input Link Reactor
 - Door Mounted Keypad
 - DTW-272 40HP 6 Year Warranty on Danfoss VFD which includes coverage against damages from momentary line or load anomalies such as lightning strikes.
- Allen Bradley compactlogix PLC Platform
- Allen Bradley 10" Panelview +7 Color HMI
- Inhand Network Switch with Modem
- Allen Bradley DC Power Supply
- Allen Bradley "Full Size" 30 mm N4 Door Devices
 - Green Illuminated Switch per pump
 - System Switches: System Control, Low Discharge, PLC Bypass, Speed Pot and Red Illuminated Fault Push Button
- GFCI Outlet

- Control Power Transformer with primary/secondary fusing
- Flow Signal Input: Pulse
- Lake Level Controls
 - HOA Selector Switch
 - PNR & Probes
- Fertigation Relay
- Safeties:
 - Low inlet pressure shutdown
 - High pump temperature safety
 - Low discharge pressure shutdown
 - High discharge pressure shutdown w/auto restart
 - VSD fault with auto restart
 - Solid State Overload shutdown per motor
 - Phase Failure, Imbalance, and low voltage protection
- Operation Features
 - Lamp Test Function
 - Intelligent Slow Ramp feature for automatic line fill
- 10" Color Touch screen interface
 - 3 Year Flow Total Logging Day/Week/Month/Year
 - Pump Run Times
 - Event Log
 - Flow and Station Trending
 - Assignable I/O
- Remote Cell Monitoring w/1 Year Activation
- Remote pump station disable feature from any smart device or PC
- Factory support remote access to PLC/HMI and VFD for programming and troubleshooting
- Booster station Control Panel shall communicate with VT APC Transfer Panel via cell modem
 - Scheduled monthly email with flow report in Excel format
 - Access to one full year of pressure, flow, alarms and event data
- Alert
 - Manage maintenance due dates for all aspects of maintenance on your pumping station.
 - Warning light, display message and email alert when due.
 - Monitor and report irregular operation of irrigation system, pump system and filter system.

Instrumentation

- 1 Ea. IFM pressure transducer, -14.5 - 145PSI, with local indication LED display
- 1 Ea. IFM pressure transducer, -14.5 - 362PSI, with local indication LED display
- 1 Ea. DI220B Flow sensor

Programming

- Station logic shall operate as follows:
 1. Drop in main booster station line pressure prompts Remote, Transfer APC PM pump to start. After a combination of an adjustable time delay and minimum booster station suction manifold pressure setting, the Local Booster Station PM Pump shall start.

2. If pressure cannot be met the remote, transfer APC 40HP VT pump starts via soft start, after a combination of an adjustable time delay and minimum booster station suction manifold pressure setting the local 20HP pump on the main booster station will start.
3. If pressure cannot be maintained the local 40HP pump on the main booster station shall start.
4. Once demand and pressure have been satisfied on the discharge line of the main booster station the pumps shall be retired.

**CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE OHIO
REVISED CODE**

THE CITY OF CLAYTON (the "Subdivision") has entered into a contract for the provision of goods and/or services with _____ (the "Provider"), an individual, partnership, unincorporated business, an association, a professional association, estate, trust, corporation, or business trust, the situs of the principal office and place of operations of which is located at _____. The undersigned authorized agent of the Provider certifies on behalf of the Provider that all of the following persons, if applicable, are in compliance with Divisions (I) and (J) of Section 3517.13 of the Ohio Revised Code with respect to all public officials who have or had authority to award that contract and all public officials who may authorize or receive goods and/or services under that contract:

- A. Myself;
- B. Each partner or owner of the partnership or association;
- C. Each shareholder of the association;
- D. Each executor of administrator of the estate;
- E. Each trustee of the trust;
- F. Each owner of more than twenty percent (20%) of the corporation or business trust;
- G. Each spouse of any of the above listed persons;
- H. Each child, between seven (7) and seventeen (17) years of age, of any of the above listed persons;
- I. Any political action committee associated with the partnership, the unincorporated business, the estate, the trust, the corporation, or the business trust; and,
- J. Any combination of the persons and entities identified in (A) through (I) above.

The undersigned certifies such compliance on and since _____ (and on the date the Subdivision and the Provider entered into the Contract referenced above if it has not been entered into fully by them). This certification shall be a part of the above-referenced Contract between the Subdivision and the Provider.

By: _____ Date Signed: _____

AUTHORIZED REPRESENTATIVE

WARNING

By signing this Certification of Compliance with Ohio Revised Code Section 3517.13, you are making a representation as to the truth of the statements contained herein. Making a false certification is a felony crime punishable by up to eighteen months in prison, and/or up to \$2,500.00 for an individual or \$7,500.00 for an organization. R.C. § 3517.992(R)(3).

HOLD HARMLESS AGREEMENT CLAUSE

To the maximum extent permitted by law, the contractor _____ agrees to indemnify and hold harmless and defend The City of Clayton, its officials, agents, servants, and employees from payment of any sum or sums of money to any persons whomsoever, on account of all claims, actions, or suits growing out of injuries to persons, including death, or property damage caused by the contractor, his employees, agents or subcontractors for any negligent act, error or omission in the performance and prosecution of the work herein contracted for including (but without limiting the generality of the foregoing) all claims for service, labor performed, materials furnished, provisions and supplies, injuries to persons, including death, or damaged property, claims, suits, costs, attorney's fees, cost of investigation and of defense.

It is further the intent of this agreement to hold the contractor responsible for the payment of any and all claims, suits, or liens due to any negligent act, error or omission in any way attributable to or asserted against the City of Clayton and/or its officials, agents, servants or employees as a result of the performance of this contract or asserted against both the City of Clayton and the contractors.

In addition to holding the City of Clayton harmless, the contractor will provide defense for the City of Clayton, its officials, agents, servants and/or employees and will pay the costs of that defense.

COMPANY: _____

SIGNED: _____

PRINT: _____

TITLE: _____

ADDRESS: _____

DATE: _____

BIDDER'S PROPOSAL
Pump Station & Control Panels

Page 1

Having read and examined the specifications for the Pump Station and Control Panels at Meadowbrook at Clayton Golf Course, 6001 Salem Avenue, Clayton, OH 45315, and likewise having inspected the site and the conditions affecting and governing this Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications for all work necessary to complete the Project on a timely manner and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications.

The Undersigned agrees that, if the Proposal is accepted, such undersigned will furnish the required Bonds, Insurance Certificates, and other Contract Documents as will be required and as is noted in the Instructions to Bidders and General Conditions.

a. End Suction Variable Speed Pump Station

\$ _____

b. Fixed Speed Control Panel

\$ _____

c. Variable Speed Control Panel

\$ _____

Written Words

\$ _____

Figures

BIDDER'S PROPOSAL
Pump Station & Control Panels
Page 2

Bidders shall complete the information below and sign the bid. Failure to sign the bid shall result in rejection of the bid.

Bid submitted by: _____
printed name

signature

Company Name: _____

Address: _____

Telephone No.: _____

E-mail _____

Federal Tax ID number: _____

Contact if other than individual submitting bid: _____
printed name

NON-COLLUSION AFFIDAVIT
Pump Station & Control Panels

This affidavit is to be filled in and executed by the Bidder. If the Bid is made by a corporation, then its Chief Officer.

State of _____

County of _____

Firm: _____

Name: _____

Title: _____

_____, being first and duly sworn, deposes and says that he/she is _____ (sole owner, partner, president, secretary) of _____, the party making the foregoing proposal; that such proposal is genuine and not collusive or sham; that said party has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to put in a sham proposal, or that such other person shall refrain from bidding or submitting a proposal, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid or proposal price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid or proposal price, or of that of any other bidder, or to secure any advantage against, any person or person interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid or proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Signature

Title: _____

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires _____

BIDDER'S PROPOSAL
Pump Station & Control Panels

(Sections 153.54 and 153.571 Ohio Revised Code) KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:

_____ (Contractor)

_____ (Surety)

as principal and as sureties, are hereby held and firmly bound unto the City of Clayton, Ohio, and the Ohio Department of Transportation as obligee in the penal sum of the dollar amount of the Bid submitted by the principal to the obligee on this ____ day of _____, 2022 to take on the project known as **Pump Station and Control Panels** 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 is 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 all add 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named principal has submitted a Bid for work on the above-named 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 exceed ten percent (10%) 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 (10%) of the penalty hereof between the amount specified in the Bid, or the costs, in connection with their resubmission, or printing new Contract documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the Bid of the principal and the principal within ten (10) 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 thought set forth herein;

Now also, if the said principal shall well and faithfully do and perform the things agreed by Contract 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 a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall 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 therefore shall in any way affect the obligations of said surety on its bond.

Sealed and signed this ____ day of _____, 2022.

PRINCIPAL:

Name of Contracting Firm: _____

Address of Contracting Firm: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

Witness to Signature: _____

SURETY:

Name of Surety Company: _____

Address of Surety Company: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Phone: _____

Fax: _____

Witness to Signature: _____