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**CITY OF CLEVELAND,  
OHIO**

**DEPARTMENT OF FINANCE**



**DIVISION OF PURCHASES AND SUPPLIES**

**INVITATION TO BID**

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**March 25, 2015 & April 1, 2015**

**BID OPENS- Friday, April 17, 2015**

**FILE NO. 48-15 Purchase of Labor and  
Materials to Refurbish and Repair of Water  
Pumps Including, Controls and Appurtenances  
FOR THE DIVISION OF WATER FOR THE  
DEPARTMENT OF PUBLIC UTILITIES and AS  
AUTHORIZED BY ORDINANCE 803-14 PASSED  
COUNCIL JULY 16, 2014**

**There will be a NON-MANDATORY Pre-bid  
meeting Thursday, April 2, 2015 at 11:00 a.m.  
Located The Carl B. Stokes Public Utilities  
Building, 2<sup>nd</sup> Floor Atrium Conference Room,  
1201 Lakeside Avenue, Cleveland, Ohio 44114**



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CITY OF CLEVELAND  
Department of Finance  
Division of Purchases and Supplies  
City Hall Room  
Cleveland, Ohio 44114  
216-664-2620

# AUTHORIZING ORDINANCE AS PUBLISHED IN THE CITY RECORD

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**Ord. No. 803-14.**

**By Council Members Pruitt and Kelley (by departmental request).**

**An emergency ordinance authorizing the purchase by one or more requirement contracts of pumps, electric motors, controls, transformers, circuit breakers, switchgear and appurtenances, and for materials, equipment, supplies, parts, and services necessary to test, maintain and repair water pumps, electric motors, controls, transformers, circuit breakers, switchgear and appurtenances, including but not limited to inspection, supplies, repairing, testing, labor, and installation, if necessary, for the Division of Water, Department of Public Utilities, for a period up to two years, with two options to renew for a one-year period, the first of which is exercisable through additional legislative authority.**

Whereas, this ordinance constitutes an emergency measure providing for the usual daily operation of a municipal department; now, therefore,

Be it ordained by the Council of the City of Cleveland:

**Section 1.** That the Director of Public Utilities is authorized to make one or more written requirement contracts under the Charter and the Codified Ordinances of Cleveland, Ohio, 1976, for the requirements for a period up to two years, with two options to renew for a one-year period, the first of which is exercisable through additional legislative authority, of the necessary items of pumps, electric motors, controls, transformers, circuit breakers, switchgear and appurtenances, and for materials, equipment, supplies,

parts, and services necessary to test, maintain and repair water pumps, electric motors, controls, transformers, circuit breakers, switchgear and appurtenances, including but not limited to inspection, supplies, repairing, testing, labor, and installation, if necessary, in the approximate amount as purchased during the preceding term, to be purchased by the Commissioner of Purchases and Supplies on a unit basis for the Division of Water, Department of Public Utilities. Bids shall be taken in a manner that permits an award to be made for all items as a single contract, or by separate contract for each or any combination of the items as the Board of Control determines. Alternate bids for a period less than the specified term may be taken if desired by the Commissioner of Purchases and Supplies until provision is made for the requirements for the entire term.

**Section 2.** That the costs of the contract or contracts shall be charged against the proper appropriation accounts and the Director of Finance shall certify the amount of any purchase under the contract, each of which purchases shall be made on order of the Commissioner of Purchases and Supplies under a delivery order against the contract or contracts certified by the Director of Finance. (RQN 2002, RL 2014-22)

**Section 3.** That under Section 108(b) of the Charter, the purchases authorized by this ordinance may be made through cooperative agreements with other governmental agencies. The Director of Public Utilities may sign all documents that are necessary to make the purchases, and may enter into one or more contracts with the vendors selected through that cooperative process.

**Section 4.** That this ordinance is declared to be an emergency measure and, provided it receives the affirmative vote of two-thirds of all the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

Passed July 16, 2014.

Effective July 21, 2014.

# City of Cleveland

DEPARTMENT OF FINANCE  
SHARON DUMAS  
DIRECTOR



DIVISION OF PURCHASES AND SUPPLIES  
TIFFANY WHITE  
COMMISSIONER

## BIDDER'S CHECK LIST

*The City of Cleveland requires that each bid submitted must comply with certain legal requirements to be considered a valid and formal bid. The checklist below is provided to assist in avoiding rejection of your bid due to omission of required information or forms.*

### CHECK WHEN COMPLETED

#### A. Bid/Schedule of Items

- 1. Is (are) the bid page(s) completed as required **and** signed in the upper right-hand corner?
- 2. Are all prices (whether Unit, or Gross and extensions) clearly and accurately presented?
- 3. Is the delivery time stated? Is the payment discount given?

#### B. Bid Bond

- 1. Is the bond made out in the names of and signed by both the principal **and** surety?
- 2. Is the bond amount sufficient for the amount of the bid?
- 3. Is there a power of attorney attached to the bond?

#### C. Bid Check (if submitted in lieu of Bid Bond)

- 1. Is the check in an amount sufficient for the amount of the bid?
- 2. Is the check either properly certified or a cashier's check?
- 3. Is the Check made payable to: THE CITY OF CLEVELAND?

#### D. Bid Form (not to be confused with the Bid Bond)

- 1. Is all the required information given?
- 2. Is the form signed?

#### E. Affidavit

- 1. Does the affidavit contain all the information required ON BOTH SIDES?
- 2. Is it properly Signed? Is it properly notarized by a Notary Public?

#### F. Contract Compliance Certifications for Bid Consideration

- 1. Do you have a contract compliance certification number or a minority/female business enterprise certification number? If you do not have necessary certification numbers, contact the Office of the Director of Equal Opportunity for further information (Phone 216/664-4152).
- 2. Is your contract compliance certification certificate, statement of deemed compliance, or an application for certification included in the bid?
- 3. If you are a Minority/Female/Cleveland Small Business Enterprise and or Local Producer/ Local Sustainable Business, do you include your MBE/FBE/LPE/SUBE certification certificate, or a completed application therefore, in addition to the certification requirements listed in number 2 under Section F?
- 4. Have you completed the CONTRACT EMPLOYMENT REPORT (Item 12, Page 1 – Schedule 1) **which must be submitted with your bid?**

#### G. Bid Envelope

- 1. Is the envelope identified with the correct title of the bid and the due date?
- 2. Is the envelope securely sealed?

#### H. Performance Bond

- 1. Will you be able to furnish the required Performance Bond referred to in paragraph A-25 of INSTRUCTIONS TO BIDDERS, and in paragraph B-8 of General Conditions?
- 2. Notice: A certified or cashier's check **is not acceptable in lieu of a Performance Bond!**

**I. Federal Tax ID Form**

- \_\_\_\_\_ 1. Is all the required information given?
- \_\_\_\_\_ 2. Is the form signed?

**J. Northern Ireland Fair Employment Practices Disclosure**

- \_\_\_\_\_ 1. Is all the required information given?
- \_\_\_\_\_ 2. Is the form signed?

**K. Project Plan**

- \_\_\_\_\_ 1. Is all the required information given?

**L. Contractor Qualifications from Part 1 of Item 8**

- \_\_\_\_\_ 1. Is all the required information given?

**K. Please Note:**

- \_\_\_\_\_ 1. Because of the large variety of commodities, services and improvements required by the City, additional information is often requested in a format not listed above. In such a case, **please review your bid carefully to verify that you have accurately and completely supplied all such data.** Should you have any questions, please call the Division of Purchases and Supplies (216/664-2620) for clarifications.
- \_\_\_\_\_ 2. All plans and specifications **must** be returned with the bid.

## INSTRUCTIONS TO BIDDERS

### A-1 INVITATION TO BID

Sealed bids endorsed as designated in the "Title of Bid" section of the bid sheet(s) will be received at the Office of the Commissioner of Purchases and Supplies, Room 128, Cleveland City Hall, Cleveland, Ohio 44114, until 12:00 o'clock noon, official time, on the date indicated in the "Bid Opening" section of Page 1 of the bid page(s) and thereafter will be publicly opened and read in Room 128.

### A-2 FORM OF BID (BID FORM)

- a. Every bid must be made upon the blank form of bid attached hereto.
- b. Each bid must be clearly signed with the full name and address of every person, firm or corporation interested in such bid, followed by the date of such signing, in the space provided at the bottom of the bid form. If more than one person, firm or corporation has an interest in such bid, then the full name and address of each person, firm or corporation must be clearly signed on said bid. If the bidder is a partnership, the firm name and address, as well as the name and address of each individual partner must be given. If the bidder is a corporation, the name of the corporation, the name and title of the officer duly authorize to sign for the corporation, the business address of such officer and the name of the state in which the corporation is incorporated must be given.
- c. The bidder shall insert the amount of the bid bond, certified check or cashier's check in the space provided in the bid form.
- d. The bidder agrees to be bound by his bid from the time the bid is submitted until the earlier of the date stipulated by such bidder or the fourth regular meeting of the Board of Control after the bid submission date unless such time is extended by agreement between the bidder and the Board.

### A-3 BIDDERS AFFIDAVIT

Each bidder shall submit with its bid an affidavit stating that neither it nor its agents, nor any other party for it has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure the contract herein referred to, and further stating that no such money or reward will be hereafter paid. This affidavit must be on the form which is hereto attached.

### A-4 BID BOND: CERTIFIED OR CASHIER'S CHECK

Each bid shall be accompanied by a bid bond signed by a surety company authorized to do business in Ohio, or by a cashier's check or certified check on a solvent bank, which bond or check shall be in the sum of five percent (5%) of the amount of the bid, except that with bids for purchase contracts not in excess of Fifty Thousand Dollars (\$50,000). Said bond or check shall be given as security that if the bid is accepted a contract will be entered into and the performance of it properly secured.

**A-5 DISPOSITION OF BID BOND, CERTIFIED OR CASHIER'S CHECK**

- a. When the bid is accepted, the bid bond, certified or cashier's check will be returned after the contract has been signed and the performance bond, if required, has been submitted to, and approved by, the City.
- b. If the successful bidder fails to enter into a contract, the bid bond, certified or cashier's check shall be forfeited and the principal amount of the bid bond shall be paid to the City, or the check shall be surrendered to the City as the agreed amount of liquidated damages.
- c. The bid bond, certified or cashier's check of the next lowest and best bidder will be retained until the lowest and best bidder has signed and secured the performance of its contract. If such lowest and best bidder fails to do so, the security of the next lowest and best bidder shall continue to be retained until it properly secures the contract awarded it. If such next lowest and best bidder defaults, the principal amount of its bid bond, or check shall also be forfeited to the City as liquidated damages.
- d. When a bid is rejected, the bid bond or check will be released or returned, respectively, to the bidder.

**A-6 EXPLANATIONS WRITTEN OR ORAL**

Any bidder finding a discrepancy or omission in the specifications or having any doubt as to their meaning, shall immediately notify the Commissioner of Purchases and Supplies, in writing. The Commissioner will respond by sending written notices or instructions to all bidders. The City will not be responsible for any oral instructions.

**A-7 PRICE BIDS AND DISCOUNTS**

- a. Unit Prices  
In the Schedule of Items the bidder must give the unit price stated in figures of every item bid, in the space so provided.
- b. Trade Discounts  
When the bidder offers a trade discount, the amount of such discount shall be stated on the Schedule of Items bid.
- c. Catalog Pricing  
Where the bidder submits its quotation by filing its catalog price list and discount, such documents shall be part of the bid and must be separately signed by the same person and in the same manner as on the bid form.

**A-8 BIDDER'S DESCRIPTION OF ITEMS**

- a. Each bidder shall, in its bid, describe completely the goods or services it proposes to furnish in response to and under the terms of the bid.
- b. The Commissioner of Purchases and Supplies may require a bidder to furnish additional information and/or specifications concerning items to be purchased under the terms of the bid.

**A-9 MANUFACTURER'S NAME**

- a. The use of a manufacturer's or a trade name in the specifications is solely for the purpose of designating a standard of quality and type and for no other purpose.
- b. Every bidder shall state in its Schedule of Items bid the manufacturer's and the trade name, if any, of each item they propose to furnish.

**A-10 SAMPLES**

If the commissioner of Purchases and Supplies requests, a bidder shall provide samples of the items it proposes to furnish if awarded a contract pursuant to its bid.

**A-11 TIME OF DELIVERY**

Bidder must state in its bid the time, in calendar days, within which it will deliver the item(s) bid unless stated differently in the specifications.

**A-12 PAYMENT DISCOUNT WHEN USED TO DETERMINE LOWEST AND BEST BID**

- a. In determining the lowest and best bid, the City will consider all bids on a basis of the net price to be paid after deduction of the discount specified; except that if the terms of payment specified by the bidder require payment in less than thirty (30) days from the date of the invoice, the discount offered will not be deducted from the price stated in the bid to determine the lowest and best bidder, and the bid will be considered only on the basis of the unit price actually named in the bid. But if, notwithstanding the provisions of this paragraph such bid is determined to be the lowest and best bid, the City reserves the right to accept the terms named in the bid if such terms are to the advantage of the City as a basis for payment of invoices only, but not in any case as a basis for determining the lowest and best bidder.
- b. The City will take a discount of two percent (2%) on payments made within thirty (30) days from receipt of articles, commodities, materials, supplies, equipment or services, unless the bidder indicates otherwise on the space provided on the Schedule of Items bid.

**PARAGRAPHS A-13 THROUGH A-15 APPLY ONLY IF THE "REQUIREMENT CONTRACT" BLOCK IS CHECKED ON PAGE 1 OF THE SCHEDULE OF ITEMS AND ON THE *BID FORM*.**

**A-13 REQUIREMENT CONTRACT DEFINED**

- a. A requirement contract is a contract under which the contractor has a duty to provide the City's requirements during the contract term for all articles, commodities, supplies, materials, equipment and/or services set forth in the bid and required by the City's authorized users of the items approved for contract.
- b. A contract awarded under this bid will be termed a requirement contract.

**A-14 PURCHASES UNDER A REQUIREMENT CONTRACT**

- a. Under a requirement contract, a contractor shall supply all the City's requirements during the term for the articles, commodities, supplies, materials, services or equipment set forth in the *Invitation to Bid*. See GENERAL CONDITIONS, Section B-24, **Duration of Contract**.
- b. If the *Schedule of Items* in the *Invitation to Bid* is marked "requirement contract," then all quantities stated in the *Schedule of Items* are the City's good-faith estimates only. The City shall place each order under the

contract, whether singly or cumulatively more or less than the estimated quantities set forth in the *Schedule of Items*, by a Delivery Order against the contract and separately certified.

**A-15 LIMITATION OF PERIOD OF CONTRACT**

If the proposed duration of the contract would deprive the City of the best available market price, the bidder may offer an alternate bid as to duration of the contract, setting forth in the bid the longest period of time it can furnish and deliver the proportionate amount of items at the firm price set forth in the bid. No other provision of the Invitation to Bid shall be subject to an alternate bid unless specifically requested.

**A-16 BID DISCOUNTS - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$50,000).**

a. Bid Discounts under Sections 187.03 and 187.05. If the bid of any prime contractor that is a CSB, MBE, FBE or a CSB, MBE or FBE joint venture is no more than five percent (5%) higher than the lowest actual bid for a contract that is not from a CSB, MBE, FBE or a CSB, MBE or FBE joint venture, the contracting department shall apply a Bid Discount of five percent (5%) to the CSB, MBE, FBE or CSB, MBE or FBE joint venture bid for the purpose of establishing a Comparison Bid. The City of Cleveland shall use the following ranking in determining who receives the preference:

1. Where the disparity study has determined that a disparity exists, the bid discount shall go to the bidders who are certified by the City as members of the specific MBE/FBE group for which the proven disparity exists. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
2. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, the bid discount shall go to certified CSB bidders certified by the City as located within the city limits of Cleveland. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
3. Where no disparity has been proven, or when no bids are received from groups for which a proven disparity exists, and no bids were received from certified CSB firms certified by the City as located within the city limits of Cleveland, the bid discount shall go to Certified CSB bidders certified by the City as located within Cuyahoga County. No other bidders shall receive any preference under Sections 187.03 and 187.05 at the prime contractor level.
4. In addition to any bid discounts at the prime contractor level, all prime contractors shall receive a bid discount of 5% of the total dollar amount of all CSB, MBE and/or FBE certified by the City that the prime contractor properly documents as subcontractors in their bid, for the purpose of establishing a Comparison Bid.
5. The total Bid Discount awarded to any bidder on a bid pursuant to Sections 187.03 and 187.05 shall not exceed \$50,000.00.

b. Bid Discounts under Section 187A.02(a): Application of Bid Discount - A Contracting Department shall apply a Bid Discount of two percent (2%) to a bid received from a Local Producer (LPE); two percent (2%) to a bid received from a Local Food-Producer (LPE); and two percent (2%) to a bid received from a Local Sustainable Business (SUBE); provided that the maximum total Bid Discount applied under Section 187A.02 (a) shall not exceed four percent (4%). Bid Discounts applied under Section 187A.02 (a) shall be in addition to any Bid Discount applied under Sections 187.03 and 187.05. The maximum amount of any Bid Discounts applied under this Section 187A.02 (a) shall not exceed \$50,000.

c. Maximum Cumulative Amount of All Bid Discounts:

The maximum cumulative amount of all Bid Discounts that may be applied to the bid under Sections 187.03, 187.05, and 187A.02 shall not exceed \$75,000.00, or nine percent (9%), whichever is lower.

d. Comparison Bid to Determine Lowest and Best Bidder:

The City shall determine the Comparison Bid by totaling all applicable Bid Discounts under Sections 187.03, 187.05, and 187A.02. The City shall use the Comparison Bid in determining the lowest and best or lowest responsible bidder for the purpose of awarding the contract. If more than one CSB, MBE, FBE, LPE, SUBE or CSB, MBE, FBE LPE, SUBE joint venture prime contractor in the respective category submits a bid that is no more than five percent (5%) higher than the lowest actual bid that is not from a CSB, MBE, FBE, LPE, SUBE or from a CSB, MBE, FBE, LPE, SUBE joint venture, the contracting department shall recommend the CSB, MBE, FBE, LPE, SUBE, or CSB, MBE, FBE, LPE, SUBE joint venture submitting the lowest bid, after the inclusion of all applicable prime and subcontractor discounts, as the lowest and best or lowest responsible bidder.

The City shall use the Comparison Bid amount determined by applying the bid discounts described in Articles A-16A. and A-16B. above for evaluation purposes only; the City shall use the actual bid amount for the purposes of bid approval and contract award.

e. City of Cleveland Certification required: For the purpose of determining a bidder's eligibility for bid discounts, the City shall only consider bidders with valid certificates issued by the City of Cleveland's Office of Equal Opportunity. The certifications must be active on the date and time of the deadline for bid submission. Expired certification holders and pending certifications cannot be considered for calculation of bid discounts. Certifications from other public or private entities cannot be considered.

**A-17 Good Faith Participation - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).**

Bidders are required to actively participate and demonstrate good faith in attempting to meet all OEO goals for this procurement. A good faith effort to meet certified CSB, MBE, and/or FBE subcontractor participation goals as established in this contract is of the essence of the contract.

Good faith participation shall include:

1. Active cooperation in making and documenting a serious effort to gain and maintain participation from certified businesses at or above the specific goals set for this procurement;
2. Achieving or exceeding the CSB/MBE/FBE goals set for this particular procurement and/or documenting the practical steps taken by the bidder in attempting to comply;
3. Active attendance and participation in all prebid meetings, Notice to Proceed meetings, and progress meetings during the contract;
4. Active compliance and cooperation with Project Monitors from OEO and/or the Department; and,
5. Timely and accurate submittals of all required forms, including, but not limited to, electronic monitoring forms, employment reports and certified payrolls if applicable.

The final determination of good faith effort shall be made by the Office of Equal Opportunity based upon each bidder's actions as documented in the required forms and as verified by OEO follow up.

**A-18 Cleveland Area Business Code Notice to Bidders & Schedules - APPLICABLE TO BIDS FOR GOODS AND SERVICES PURCHASE CONTRACTS AND PUBLIC IMPROVEMENT CONTRACTS IN EXCESS OF TEN THOUSAND DOLLARS (\$10,000).**

Sections 187 and 187A of the Codified Ordinances of the City of Cleveland Ohio, the Cleveland Area Business Code, in its entirety, whether reproduced in whole or in part within these documents, as well as the Cleveland Area Business Code Notice to Bidders & Schedules included in this bid document, shall become part of any contract awarded pursuant to this Invitation to Bid. Compliance with Section 187 and 187A is of the essence of the contract.

**A-19 SUBCONTRACTING:**

a. Any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. Include all proposed subcontractors on OEO Schedule 2. A Schedule 3 is also required for each proposed subcontractor that is CSB, MBE, FBE, LPE, or SUBE certified. However, a Schedule 3 is not required for proposed subcontractors who are not City-certified as a CSB, MBE, FBE, LPE, or SUBE.

- b. If OEO Schedule 2 is not included in the bid documents, you must submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on the contract.
- c. All proposed subcontractors listed in your bid must receive written Board of Control approval in advance. The subcontractors you propose in your sealed bid will be considered the subcontractors that you will use in the contract if awarded to you. See Article B-11 regarding the City's Sub-contractor Addition and Substitution Policy and Procedure. The City also reserves the right to approve an award, but not approve a proposed subcontractor.
- d. The City maintains a list of Vendors Ineligible to Contract or Subcontract with the City at the City of Cleveland website: <http://www.city.cleveland.oh.us>. It is each bidder's responsibility to propose only eligible contractors. The City cannot approve a subcontractor whose name appears in this listing.

NOTE: Section 181.23 and Section 185.04 of The Codified Ordinances of Cleveland, Ohio 1976 require that this affidavit, properly executed and containing all required information, accompany your bid. IF YOU FAIL TO COMPLY, YOUR BID WILL NOT BE CONSIDERED.

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } SS

AFFIDAVIT

\_\_\_\_\_ being first duly sworn deposes and says:

**Individual only:** That he/she is an individual doing business under the name of \_\_\_\_\_, at \_\_\_\_\_, State of \_\_\_\_\_

**Partnership only:** That he/she is the duly authorized representative of a partnership doing business under the name of \_\_\_\_\_, in the City of \_\_\_\_\_, State of \_\_\_\_\_

**Corporation only:** That he/she is the duly authorized, qualified and acting \_\_\_\_\_ of \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_

And that he/she said partnership or said corporation is filling herewith a bid to the City of Cleveland in conformity with the foregoing specifications;

**Individual only:** Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed contract \_\_\_\_\_

Affiant further says that he/she is represented by the following attorneys: \_\_\_\_\_ and is also represented by the following resident agents in the City of Cleveland: \_\_\_\_\_

**Partnership only:** Affiant further says that the following is a complete and accurate list of the names and addresses of the members of said partnership: \_\_\_\_\_

Affiant further says that said partnership is represented by the following attorneys: \_\_\_\_\_ and is also represent by the following resident agents in the City of Cleveland: \_\_\_\_\_

Corporation only: Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: Directors:

Vice President:

Secretary:

Treasurer:

Cleveland Manager or Agent

Attorneys:

And that the following officers are duly authorized to execute contracts on behalf of said corporation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that the bid filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization 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 anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price or that of any other bidder, or to secure any advantage against the City of Cleveland or anyone interested in the proposed contract; that all statements contained in such bid are true; that said bidder has not, directly or indirectly, submitted his bid price or any break-down thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the contract above referred to, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said bidder in his general business; and further that said bidder will not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization or to any member or agent thereof, or to any other individual, for aid or assistance in securing contract above referred to in the event the same is awarded to

\_\_\_\_\_  
(name of individual, partnership or corporation)

Further affiant saith not.

(Sign Here)  $\Rightarrow$  \_\_\_\_\_

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

VENDOR INFORMATION FORM

*Please fill in:*

Business Name \_\_\_\_\_

IRS Reporting Name \_\_\_\_\_

Business Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Toll Free Number 800 \_\_\_\_\_

Vendor Fax Number \_\_\_\_\_

Vendor Email Address \_\_\_\_\_

Ordering Address \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Remit Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Telephone \_\_\_\_\_

Contact Person (ordering) \_\_\_\_\_ (remit) \_\_\_\_\_

PLEASE INCLUDE THE ABOVE INFORMATION  
WHEN SUBMITTING YOUR BID OR PROPOSAL



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note:** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.socialsecurity.gov](http://www.socialsecurity.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) or clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account, or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information return with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CITY OF CLEVELAND

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we

\_\_\_\_\_
as Principal, and

\_\_\_\_\_
a corporation duly authorized to do business in Ohio, as Surety, are held and firmly bound unto

THE CITY OF CLEVELAND

as Obligee, in the penal sum of \_\_\_\_\_

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

WHEREAS, the said principal is herewith submitting bid for

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Now, THEREFORE, the condition of the above obligation is such that if the said principal shall execute a contract and give bond for the faithful performance within ten (10) working days after being notified in writing of the award of such contract to the principal, or if the principal or surety shall pay the obligee the sum, not exceeding the penalty hereof, by which the amount of the contract, covering the said proposal, properly and lawfully executed by and between the obligee and some third party, may exceed the amount bid by principal, then this obligation shall be void; otherwise it shall remain in full force and effect.

PRINCIPAL \_\_\_\_\_

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

By \_\_\_\_\_
Attorney in Fact

CITY OF CLEVELAND

**BID FORM**

- STANDARD CONTRACT BID
- \* REQUIREMENT CONTRACT BID

TO:  
The Commissioner of Purchases and Supplies:

BID FOR Purchase of Labor and Materials to Refurbish and Repair of Water Pumps Including Controls and Appurtenances

FOR THE Department of Public Utilities, Division of Water

The Undersigned proposes to furnish the above articles, commodities, materials, supplies, equipment or services ("items"), and to accept as full compensation therefor the price per unit multiplied by the number of units of such items purchased hereunder, (which units and prices therefor are set forth in the Schedule of Items hereto attached and made part of this bid) and subject to any discount set forth in this bid.

The Undersigned further proposes to execute the Contract Agreement and to furnish satisfactory performance bond within ten (10) working days, excluding Saturdays, Sundays and holidays, after notice of award of contract has been received.

The Undersigned further certifies that he (as the individual, firm or corporation making this bid) is not in arrears or default to the City of Cleveland upon any debt or contract, nor is a defaulter as surety or otherwise upon any obligation to said City, nor has failed to perform faithfully any previous contract with said City and that there is no suit or claim pending as to any such arrears or default.

The Undersigned deposits with the bid a Bid Bond to the City of Cleveland signed by a surety company authorized to do business in Ohio, in the sum of \$ \_\_\_\_\_

or a cashier's check or certified check on a solvent bank in the sum of \$ \_\_\_\_\_ payable to the City of Cleveland, as security that if he be awarded the contract, he will enter into a written contract and secure the performance of the same by a bond as required of an approved surety company authorized to do business in Ohio and satisfactory to the Director of Law, in the sum equal to the total price bid and in conformity with the provisions of The Codified Ordinance of Cleveland, Ohio 1976.

The Undersigned further agrees that if the bid is accepted and contract awarded and he shall fail to execute said contract and furnish the satisfactory bond, as required, within the time above specified, then the City may, at its option, declare the contract abandoned and this bid null and void. Thereupon the penal sum of the Bid Bond shall become due to the City, or the certified or cashier's check, or the amount of such check shall be returned to the Undersigned.

THE UNDERSIGNED UNDERSTANDS THAT THE CITY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The firm, corporation, or individual name MUST BE SIGNED IN SPACE INDICATED. ERASURES MAY INVALIDATE THIS BID.

SIGN HERE \_\_\_\_\_ CORPORATION OR FIRM

BY \_\_\_\_\_

If the bidder is a firm or corporation, the title of the officer signing and the State in which incorporated must be indicated.

\_\_\_\_\_  
TITLE OF OFFICER

\_\_\_\_\_  
BUSINESS ADDRESS OF BIDDER

\_\_\_\_\_  
STATE OF INCORPORATION

# BID — SCHEDULE OF ITEMS

City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114			BID PAGE <u>1</u> OF <u>1</u> BIDDER MUST COMPLETE & SIGN BELOW		
TITLE OF BID PURCHASE OF <b>LABOR AND MATERIALS TO REFURBISH AND REPAIR OF WATER PUMPS INCLUDING CONTROLS AND APPURTENANCES</b>			NAME OF FIRM		
ORDINANCE NO. 803-14      PASSED 7/16/14      SIGNED			STREET ADDRESS		
DEPARTMENT OF <b>Public Utilities</b> <b>DIVISION Water</b>			CITY      STATE      ZIP CODE		
CITY RECORD ADVERTISEMENT DATES <b>MARCH 25, 2015 &amp; APRIL 1 2015</b>		_____ STANDARD CONTRACT BID _____ <input checked="" type="checkbox"/> REQUIREMENT CONTRACT BID	AUTHORIZED SIGNATURE		
BUYER L. Strickland 216-664-2625 216-664-2177 FAX lstrickland@city.cleveland.oh.us		BID OPENING <b>APRIL 17, 2015</b>	12:00 O'CLOCK NOON OFFICIAL TIME	DATE	
DESCRIPTION			QTY.	UNIT PRICE	EXTENSION
SIGN, DATE, AND COMPLETE THIS PAGE; SEE SUBSEQUENT SCHEDULE OF ITEMS PAGES FOR ADDITIONAL BIDDING INFORMATION  ALL ITEMS ARE APPROXIMATE QUANTITIES					
ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.				DELIVERY (Days)	PAYMENT DISCOUNT  %      Days
			FOR PURCHASING USE ONLY		

## BID - SCHEDULE OF ITEMS

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 1 OF 6

BIDDER MUST

COMPLETE & SIGN BELOW

NAME OF FIRM

TITLE OF BID  
**Purchase of Labor and Materials to Refurbish and Repair of Water Pumps  
including, Controls and Appurtenances**

STREET ADDRESS

ORDINANCE NO. 803-14 PASSED July 16, 2014 SIGNED July 21, 2014

CITY STATE ZIP CODE

DEPARTMENT PUBLIC UTILITIES DIVISION WATER

CITY RECORD ADVERTISEMENT DATES March 25 and April 1, 2015 STANDARD CONTRACT BID REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER Lisha Strickland, 216-664-2625 lstrickland@city.cleveland.oh.us BID OPENING April 17, 2015 12:00 O'CLOCK NOON OFFICIAL TIME

DATE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 1 Parts and Repair of Vertical Centrifugal Pumps with a Drive Horse Power of 5 H.P. to 124 H.P., As detailed in Section C and Section D.			
1.01 Pump Technician Field Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	40	(\$/hr)	
1.02 Pump Technician Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
1.03 Pump Technician Shop Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	80	(\$/hr)	
1.04 Pump Technician Shop Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
1.05 Millwright Field Service Labor - Normal working Hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	10	(\$/hr)	
1.06 Millwright Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	10	(\$/hr)	
1.07 Estimated Funds to pay for any purchases that may be required under C-21 and C-23.	\$5,000.00	Discount from list price %	
1.08 Estimated Funds to pay for any purchases that may be required under C-21 and C-24. Maximum 15% markup	\$30,000.00	Markup from invoice cost %	
1.09 Delivery allowance of freight for parts, materials, equipment, and/or supplies per C-13, C-21, C-22, and C-28.	\$1,000.00		\$1,000.00
<b>Total Group 1</b>			
All quantities herein are estimates. The contract, if any, shall be for two (2) years, with two one-year options to renew.		DELIVERY (Days)	PAYMENT DISCOUNT % Days
		FOR PURCHASING USE ONLY	

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

**BID - SCHEDULE OF ITEMS**

City of Cleveland  
 Division of Purchases And Supplies  
 128 City Hall  
 Cleveland, Ohio 44114

BID PAGE 2 OF 6

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID

**Purchase of Labor and Materials to Refurbish and Repair of Water Pumps  
 including Controls and Appurtenances**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.  
803-14

PASSED  
July 16, 2014

SIGNED  
July 21, 2014

CITY STATE ZIP CODE

DEPARTMENT  
PUBLIC UTILITIES

DIVISION  
WATER

CITY RECORD ADVERTISEMENT DATES  
March 25 and April 1, 2015

STANDARD CONTRACT BID  
 REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER  
Lisha Strickland, 216-664-2625  
lstrickland@city.cleveland.oh.us

BID OPENING  
April 17, 2015

12:00 O'CLOCK NOON  
OFFICIAL TIME

DATE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 2 Parts and Repair of Vertical Centrifugal Pumps with a Drive Horse Power of 125 H.P. to 399 H.P., As detailed in Section C and Section D.			
2.01 Pump Technician Field Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	60	(\$/hr)	
2.02 Pump Technician Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	10	(\$/hr)	
2.03 Pump Technician Shop Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	200	(\$/hr)	
2.04 Pump Technician Shop Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
2.05 Millwright Field Service Labor - Normal working Hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	20	(\$/hr)	
2.06 Millwright Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
2.07 Estimated Funds to pay for any purchases that may be required under C-21 and C-23.	\$5,000.00	Discount from list price %	
2.08 Estimated Funds to pay for any purchases that may be required under C-21 and C-24. Maximum 15% markup	\$20,000.00	Markup from invoice cost %	
2.09 Delivery allowance of freight for parts, materials, equipment, and/or supplies per C-13, C-21, C-22, and C-28.	\$1,000.00		\$1,000.00
<b>Total Bid Group 2</b>			
All quantities herein are estimates. The contract, if any, shall be for two (2) years, with two one-year options to renew.		DELIVERY (Days)	PAYMENT DISCOUNT % Days

FOR PURCHASING USE ONLY

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

<b>BID - SCHEDULE OF ITEMS</b>				BID PAGE <u>3</u> OF <u>6</u>	
City of Cleveland Division of Purchases And Supplies 128 City Hall Cleveland, Ohio 44114				BIDDER MUST COMPLETE & SIGN BELOW	
TITLE OF BID				NAME OF FIRM	
<b>Purchase of Labor and Materials to Refurbish and Repair of Water Pumps including Controls and Appurtenances</b>				STREET ADDRESS	
ORDINANCE NO. 803-14	PASSED July 16, 2014	SIGNED July 21, 2014	CITY STATE ZIP CODE		
DEPARTMENT PUBLIC UTILITIES		DIVISION WATER	AUTHORIZED SIGNATURE		
CITY RECORD ADVERTISEMENT DATES March 25 and April 1, 2015		<input checked="" type="checkbox"/>	DATE		
BUYER Lisha Strickland, 216-664-2625 lstrickland@city.cleveland.oh.us		BID OPENING April 17, 2015	12:00 O'CLOCK NOON OFFICIAL TIME		
DESCRIPTION		QUANTITY	UNIT PRICE	EXTENSION	
Group 3 Parts and Repair of Vertical Centrifugal Pumps with a Drive Horse Power of 400 H.P. to 1250 H.P., As detailed in Section C and Section D.					
Item 1	Pump Technician Field Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	40	(\$/hr)		
Item 2	Pump Technician Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)		
Item 3	Pump Technician Shop Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	200	(\$/hr)		
Item 4	Pump Technician Shop Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)		
Item 5	Millwright Field Service Labor - Normal working Hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	20	(\$/hr)		
Item 6	Millwright Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)		
Item 7	Estimated Funds to pay for any purchases that may be required under C-21 and C-23.	\$10,000.00	Discount from list price %		
Item 8	Estimated Funds to pay for any purchases that may be required under C-21 and C-24. Maximum 15% markup	\$20,000.00	Markup from invoice cost %		
Item 9	Delivery allowance of freight for parts, materials, equipment, and/or supplies per C-13, C-21, C-22, and C-28.	\$1,000.00		\$1,000.00	
<b>Total Bid Group 3</b>					
All quantities herein are estimates. The contract, if any, shall be for two (2) years, with two one-year options to renew.			DELIVERY (Days)	PAYMENT DISCOUNT  % Days	
FOR PURCHASING USE ONLY					

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

## BID - SCHEDULE OF ITEMS

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 4 OF 6

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID <b>Purchase of Labor and Materials to Refurbish and Repair of Water Pumps including Controls and Appurtenances</b>			NAME OF FIRM		
STREET ADDRESS			CITY STATE ZIP CODE		
ORDINANCE NO. 803-14	PASSED July 16, 2014	SIGNED July 21, 2014	AUTHORIZED SIGNATURE		
DEPARTMENT PUBLIC UTILITIES		DIVISION WATER	DATE		
CITY RECORD ADVERTISEMENT DATES March 25 and April 1, 2015		<input checked="" type="checkbox"/> STANDARD CONTRACT BID <input type="checkbox"/> REQUIREMENT CONTRACT BID			
BUYER Lisha Strickland, 216-664-2625 lstrickland@city.cleveland.oh.us	BID OPENING April 17, 2015	12:00 O'CLOCK NOON OFFICIAL TIME			

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 4 Parts and Repair of Horizontal Centrifugal Pumps with a Drive Horse Power of 5 H.P. to 199 H.P., As detailed in Section C and Section D.			
4.01 Pump Technician Field Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	40	(\$/hr)	
4.02 Pump Technician Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
4.03 Pump Technician Shop Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	80	(\$/hr)	
4.03 Pump Technician Shop Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
4.05 Millwright Field Service Labor - Normal working Hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	10	(\$/hr)	
4.06 Millwright Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	10	(\$/hr)	
4.07 Estimated Funds to pay for any purchases that may be required under C-21 and C-23.	\$5,000.00	Discount from list price	
4.08 Estimated Funds to pay for any purchases that may be required under C-21 and C-24. Maximum 15% markup	\$30,000.00	Markup from invoice cost	
4.09 Delivery allowance of freight for parts, materials, equipment, and/or supplies per C-13, C-21, C-22, and C-28.	\$1,000.00		\$1,000.00
<b>Total Bid Group 4</b>			
All quantities herein are estimates. The contract, if any, shall be for two (2) years, with two one-year options to renew.		DELIVERY (Days)	PAYMENT DISCOUNT  % Days
FOR PURCHASING USE ONLY			

ALL OF THIS BOUND INFORMATION MUST BE KEPT INTACT AND, TOGETHER WITH ANY ADDENDA ISSUED, MUST BE RETURNED WITH THE BID. OTHERWISE, THE BID MAY BE CONSIDERED INFORMAL.

### BID - SCHEDULE OF ITEMS

City of Cleveland  
 Division of Purchases And Supplies  
 128 City Hall  
 Cleveland, Ohio 44114

BID PAGE 5 OF 6

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID

**Purchase of Labor and Materials to Refurbish and Repair of Water Pumps  
 including Controls and Appurtenances**

NAME OF FIRM

STREET ADDRESS

ORDINANCE NO.

803-14

PASSED

July 16, 2014

SIGNED

July 21, 2014

CITY

STATE

ZIP CODE

DEPARTMENT

PUBLIC UTILITIES

DIVISION

WATER

CITY RECORD ADVERTISEMENT DATES

March 25 and April 1, 2015

x

STANDARD CONTRACT BID

REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER

Lisha Strickland, 216-664-2625  
 lstrickland@city.cleveland.oh.us

BID OPENING

April 17, 2015

12:00 O'CLOCK NOON

OFFICIAL TIME

DATE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 5 Parts and Repair of Horizontal Centrifugal Pumps with a Drive Horse Power of 200 H.P. to 499 H.P., As detailed in Section C and Section D.			
5.01 Pump Technician Field Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	60	(\$/hr)	
5.02 Pump Technician Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	10	(\$/hr)	
5.03 Pump Technician Shop Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	200	(\$/hr)	
5.04 Pump Technician Shop Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
5.05 Millwright Field Service Labor - Normal working Hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	20	(\$/hr)	
5.06 Millwright Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
5.07 Estimated Funds to pay for any purchases that may be required under C-21 and C-23.	\$5,000.00	Discount from list price %	
5.08 Estimated Funds to pay for any purchases that may be required under C-21 and C-24. Maximum 15% markup	\$20,000.00	Markup from invoice cost %	
5.09 Delivery allowance of freight for parts, materials, equipment, and/or supplies per C-13, C-21, C-22, and C-28.	\$1,000.00		\$1,000.00
<b>Total Bid Group 5</b>			
All quantities herein are estimates. The contract, if any, shall be for two (2) years, with two one-year options to renew.			
		DELIVERY (Days)	PAYMENT DISCOUNT % Days
FOR PURCHASING USE ONLY			

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## BID - SCHEDULE OF ITEMS

City of Cleveland  
Division of Purchases And Supplies  
128 City Hall  
Cleveland, Ohio 44114

BID PAGE 6 OF 6

BIDDER MUST

COMPLETE & SIGN BELOW

TITLE OF BID

**Purchase of Labor and Materials to Refurbish and Repair of Water Pumps  
including Controls and Appurtenances**

NAME OF FIRM

ORDINANCE NO.

803-14

PASSED

July 16, 2014

SIGNED

July 21, 2014

DEPARTMENT

PUBLIC UTILITIES

DIVISION

WATER

CITY

STATE

ZIP CODE

CITY RECORD ADVERTISEMENT DATES

March 25 and April 1, 2015

STANDARD CONTRACT BID

REQUIREMENT CONTRACT BID

AUTHORIZED SIGNATURE

BUYER

Lisha Strickland, 216-664-2625

lstrickland@city.cleveland.oh.us

BID OPENING

April 17, 2015

12:00 O'CLOCK NOON

OFFICIAL TIME

DATE

DESCRIPTION	QUANTITY	UNIT PRICE	EXTENSION
Group 6 Parts and Repair of Horizontal Centrifugal Pumps with a Drive Horse Power of 500 H.P. to 4500 H.P., As detailed in Section C and Section D.			
6.01 Pump Technician Field Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	200	(\$/hr)	
6.02 Pump Technician Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
6.03 Pump Technician Shop Service Labor - Normal working hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	600	(\$/hr)	
6.04 Pump Technician Shop Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
6.05 Millwright Field Service Labor - Normal working Hours - (Day Shift) Monday Thru Friday - 7:00 a.m. to 3:30 p.m.	20	(\$/hr)	
6.06 Millwright Field Service Labor - Overtime Hours Sat, Sun, Holidays, and weekdays exceeding 8 hours	20	(\$/hr)	
6.07 Estimated Funds to pay for any purchases that may be required under C-21 and C-23.	\$5,000.00	Discount from list price %	
6.08 Estimated Funds to pay for any purchases that may be required under C-24 and C-23. Maximum 15% markup	\$40,000.00	Markup from invoice cost %	
6.09 Delivery allowance of freight for parts, materials, equipment, and/or supplies per C-13, C-21, C-22, and C-28.	\$1,000.00		\$1,000.00
<b>Total Bid Group 6</b>			
<p>All quantities herein are estimates. The contract, if any, shall be for two (2) years, with two one-year options to renew.</p>			
		DELIVERY (Days)	PAYMENT DISCOUNT % Days
FOR PURCHASING USE ONLY			

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**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND/DIVISION OF WATER**

**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**C-1 SCOPE**

This standard is designed to cover the specifications for a requirement contract for labor and materials to refurbish and repair water pumps including controls and appurtenances that the Division of Water (CWD) may require to be performed. Lists of existing water pumps are included as Appendix A.

CWD intends to use this specification and the resulting requirement contract to provide labor and material to inspect, repair or replace water pumps including controls and appurtenances in its facilities for a period of two (2) years, with two one (1) year options to renew. The work shall include pump repairs as approved at a pre-determined cost including a pump repair report.

CWD reserves the right to enter into a contract and/or contracts for any bid group listed below after a thorough evaluation of the submitted bids.

**C-2 PRE-BID MEETING/LAST DAY FOR QUESTIONS**

- A. A pre-bid meeting will be held on the date and time as per the advertisement announcement. Bidders are cautioned that questions, clarifications, and information that may result from this meeting, could affect your bid. In addition, by City policy, this is the only opportunity for potential bidders to speak directly with CWD personnel prior to the award of the contract. Attendance at the pre-bid meeting is non-mandatory.
- B. The last day for questions is five (5) business days before the bid opening date. All questions should be submitted in writing to the buyer's attention, Lisha Strickland, by email, [lstrickland@city.cleveland.oh.us](mailto:lstrickland@city.cleveland.oh.us) or via fax, 216-664-2177.

**C-3 RATE OF USE OF LABOR AND MATERIAL**

The use of labor and material to repair or replace water pumps including controls and appurtenances services shall be determined by the Director of Public Utilities or his designee. CWD reserves the right, however, to establish repair schedules in conformance with operating conditions in the water treatment plants and water pumping facilities.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND/DIVISION OF WATER**

**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**C-4 CONTRACTOR(S) EXPERTISE AND CUSTOMER SERVICE**

The pump maintenance contractor(s) shall provide customer service to CWD. The services shall include, but not be limited to, the following:

- A. Support service by a trained technical representative per the terms of the specification below;
- B. Customer support representative to provide order entry service by accepting Shipping Orders; and
- C. Customer support representative to provide order confirmation services by providing Shipping Confirmation Documentation.

**C-5 DEFINITIONS**

The following definitions shall apply in this specification:

- A. Facilities Maintenance Contractor: The party that performs annual inspections services, including but not limited to inspection, evaluation, recommendations, violation repairs, and startup. The facilities maintenance contractor may or may not be the manufacturer.
- B. Release Order: A document authorizing labor to be performed at a specified location issued by a person authorized to prepare such document. Appendix B shows a model Release Order Form that CWD intends to provide to the contractor(s) to initiate any action.

**C-6 GENERAL BIDDER QUALIFICATIONS**

Bidder shall be an authorized pump sales representative and/or machine shop specializing in pump repair. Bidder shall submit a published catalog(s) demonstrating (1) that the bidder has physical capacity, including but not limited to cranes and lathes, to safely move and perform work upon the equipment listed in the bid items for which the bidder is bidding; (2) that the bidder has capacity to make or procure parts for the equipment listed in the bid items for which the bidder is bidding; and (3) that the bidder meets the requirements set forth in this specification.

CWD reserves the right to inspect the bidder's physical facilities to determine if the bidder's physical facilities meet minimum qualifications.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND/DIVISION OF WATER**

**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

Bidder shall have, at a minimum, a job shop with service office within three hours travel time of Cleveland, Ohio. No substitutions or exceptions.

Bids without documentation may be considered non-responsive.

**C-7 SCHEDULING OF PUMP MAINTENANCE REPAIR SERVICES**

CWD, by the nature of its responsibility to provide potable water to the public, shall establish repair schedules in conformance with operating conditions in the water treatment plants and water pumping facilities. Due consideration for scheduling of pump refurbishment activities shall be given to the contractor. The contractor shall complete all repairs and/or refurbishment of pumps no later than 60 days (elapsed days) from date of approval notification to remove and commence refurbishment or repair work. The controlling parameter in all cases shall be the integrity of the water system and the ability of CWD to meet its requirements for the production and distribution of potable water.

The contractor shall have the capability to respond to emergency calls by CWD to perform emergency work at any of CWD's facilities within four (4) hours. The contractor shall coordinate his activities with the Director or his designee.

**C-8 EVIDENCE OF ABILITY TO DO WORK**

Bidders must present evidence to the Director, when required to do so, that they are fully competent and have the necessary facilities and pecuniary resources to deliver the material and complete the work to be performed hereunder in a satisfactory manner and within the time specified.

**C-9 PRICE FOR PUMP MAINTENANCE OR REPAIR SERVICES**

The price to be bid for labor and material to repair or replace water pumps including controls and appurtenances services shall be for:

- A. Bid Group 1 – Parts and Repair of Vertical Centrifugal Pumps with a Drive Horse Power of 5 HP through 124 HP.
- B. Bid Group 2 – Parts and Repair of Vertical Centrifugal Pumps with a Drive Horse Power of 125 HP to 399 HP,
- C. Bid Group 3 - Parts and Repair of Vertical Centrifugal Pumps with a Drive Horse Power of 400 HP to 1,250 HP,

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND/DIVISION OF WATER**

**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

- D. Bid Group 4 - Parts and Repair of Horizontal Centrifugal Pumps with a Drive Horse Power of 5 HP to 199 HP,
- E. Bid Group 5 - Parts and Repair of Horizontal Centrifugal Pumps with a Drive Horse Power of 200 HP to 499 HP,
- F. Bid Group 6 - Parts and Repair of Horizontal Centrifugal Pumps with a Drive Horse Power of 500 HP to 4500 HP.

Written, electronic photograph, oral and video reports shall be deemed included in all bid prices.

**C-10 DOCUMENTATION TO BE SUBMITTED WITH THE BID**

A. References

The bidder is required to submit with his bid a list of at least three (3) jobs wherein repair activities were performed on water pumps including controls and appurtenances. This listing shall include the name of the organization employing the bidder, address, telephone number and the name of the principal engineer (or project manager) receiving reports. Naming City of Cleveland personnel shall not constitute references. The Division of Water reserves the right to reject bids based upon inadequate documentation of the experience of the bidder.

B. Affidavit of Compliance

The bidder is required to submit with his bid a notarized affidavit stating that: (1) the bidder has examined all drawings, attachments and/or appendices accompanying the specifications; and (2) That the bidder has the capability, in an emergency, to be able to perform emergency work at the Division of Water's facilities within four (4) hours.

**C-11 SECURITY**

To ensure the safety and security of the water system, CWD requires that the winning bidder provide faxed information to verify the identity of driver and employees, as well as the license plate and make of the vehicle that will be used to enter CWD's facilities.

Contractor agrees to cease work at no cost to the City until breaches of security are remedied.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND/DIVISION OF WATER**

**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**C-12 SUBCONTRACTORS**

If the bidder chooses to use subcontractors, the same documentation and requirements that are required by the contractor will be applied to any and all subcontractors. The contractor will be solely responsible to CWD for all subcontractors conduct including for security. If the bidder chooses to use subcontractors, the bidder shall submit a list of subcontractors with the bid.

**C-13 INVOICING AND PAYMENT** (Supplement to General Conditions Section B-21)

The contractor shall submit invoices that appropriately reflect the work performed. Invoices must be typed and legible. The failure to deliver copies of invoices to the indicated locations below may lead to delays in payment.

- A. CWD has the authority to pay travel time (portal to portal) up to one (1) hour per scheduled visit for each worker. Longer travel times will be absorbed by the contractor at their own expense.
- B. CWD will schedule a minimum of four (4) hours per each occurrence of labor and/or service by the contractor.
- C. The contractor shall submit an invoice or invoices requesting payment in writing to the Director or his designee as detailed on the Release Order for approval. The contractor is to invoice with the following required information: (1) vendor name; (2) vendor address; (3) vendor telephone number; (4) City Delivery Order (DO) number authorizing the invoiced material/service and, if applicable, City contract number; (5) vendor invoice number, which is a unique number; (6) invoice date; (7) invoice due date; (8) CWD "ship to" address; (9) itemized costs including item descriptions, quantities, unit costs, and cost extensions (and, if against a contract, Schedule of Items (SOI) references); (10) total invoiced amount; and (11) itemization of any applicable discounts/markups (stipulated through the contract, with proper documentation). Sales tax shall not be included, as the City is exempt. The original invoice must be mailed to the "Bill To" address on the Delivery Order, which is: Division of Water, Payables Unit, 1201 Lakeside Avenue, 4th Floor South, Cleveland, Ohio 44114.

If any invoice is erroneous or does not include the above-required information, CWD shall inform the contractor as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

The contractor may submit requests for payment for purchase of parts and material that exceed twenty-thousand dollars (\$20,000) in writing to the Director or his designee for approval.

**C-14 DELIVERY OF REPORTS**

The contractor shall submit a verbal report(s) on the day of any activity and shall submit a written (and, if applicable, video or electronic photograph) report within ten (10) days. Verbal reports shall be provided as needed for the welfare and integrity of the water system.

**C-15 PUBLIC LIABILITY, PROPERTY DAMAGE AND VEHICLE INSURANCE**

- A. The contractor shall take out and maintain during the life of this contract such public liability and property damage insurance, wherein the City of Cleveland is named as an additional insured, as shall protect himself, any subcontractor and the City of Cleveland from claims for damage for personal injury, including accidental death, as well as from claims for property damages which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or by anyone employed by him. An exact copy of such policy or policies shall be deposited with the City of Cleveland before the commencement of any work under this contract. The amounts of such insurance shall be as follows:
- B. Public Liability Insurance: In an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one occurrence involving injury to more than one person, and property damage insurance in an amount not less than \$200,000.00.
- C. The following special hazards shall be covered during the life of this contract by rider or riders to the policy or policies above required or by separate policies of insurance in amount as follows:
  - 1. Public Liability insurance to cover each vehicle used in the performance of the contract in an amount not less than \$500,000.00 on account of injury or death of one person and not less than \$1,000,000.00 on account of injury or death of two or more persons.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

- 2. Property damage liability insurance to cover each vehicle used in the performance of the contract in an amount not less than \$200,000.00 in any occurrence.
  
- D. The Contractor shall notify the Director of Law, in writing, at least ten (10) days before it cancels or reduces its insurance policy or coverage, and immediately upon the Contractor's receipt of notice from its insurance company of any cancellation or reduction of the required insurance policy or coverage.
  
- E. The contractor shall provide Ohio Workers Compensation insurance as needed to protect his work force.

**C-16 NOTICE TO PROCEED**

The language anywhere else in this contract notwithstanding, the term of this contract shall begin when CWD issues a Notice to Proceed to the contractor and shall last for up to two (2) years, plus two (2) one-year options to renew. At the City's discretion, the City may shorten the term of this contract to as much as two (2) weeks less than the full term, in order to accomplish an orderly inventory of material. The Notice to Proceed shall not be issued until the contract has been fully executed and delivered to all parties.

**C-17 ACCEPTANCE OF PERFORMANCE**

It shall be understood and agreed by the parties hereto that the Director shall determine the satisfactory quality of the work furnished under the contract.

**C-18 GUARANTEE/WARRANTY**

- A. The contractor for the work specified in the contract documents, in consideration of the price bid and the payments received or to be received, guarantees that all work done in the project under contract is in all respects first-class, of the proper kind and quality and has been done and is being done in accordance with the requirements of the contract documents.
  
- B. If at any time during the performance of the contract bid item, any defects or omissions become apparent in the work, it becomes apparent that any of the work is not in accordance with the requirements of the contract documents, any of the work performed under this contract requires repairs due to defects in materials or workmanship, or for any other cause which may be attributed to the work which is being done or has been done by the contractor, all as

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

determined by the Director or his authorized representative, the Director or his authorized representative will notify the contractor to rectify such defects or omissions and make any necessary repairs.

- C. The contractor shall supply at a minimum, a warranty of one year for all services performed and materials furnished. If any portion of the services performed or materials furnished proves to be defective within one (1) year from final acceptance of the work, then the contractor shall correct the defects at his own expense.

**C-19 NOTICE OF NONCONFORMANCE**

If the pump, including but not limited to inspection, testing, evaluation, recommendations, repairs, and startup delivered pursuant to a Release Order, does not meet the requirements of this specification, CWD shall notify the contractor within five (5) business days after receipt of the service or shipment at the point of destination. The contractor shall remedy any such defect

**C-20 INDEMNITY (Supplement to General Conditions Section B-28)**

The contractor shall indemnify, keep and save harmless the City of Cleveland, Ohio and its respective officers, agents and employees against all suits or claims that may be based upon any injury to persons or property that may occur, or that may be alleged to have occurred in the course of the performance of this contract by the contractor, whether or not it shall be claimed that the injury was caused through a negligent act or omission of the contractor or his employee, and whether or not the persons injured or whose property was damaged were third parties, employees of the contractor. The contractor shall at his own expense defend the City of Cleveland in all litigation, pay all attorney's fees and all costs and other expenses arising out of the litigation or claim or incurred in connection therewith; and shall, at his own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees.

**C-21 PARTS, MATERIALS, EQUIPMENT, SERVICES AND/OR SUPPLIES FOR  
REPAIRS TO WATER PUMPS INCLUDING CONTROLS AND  
APPURTENANCES**

The contractor shall supply, when required by CWD, materials, parts, equipment and supplies to repair water pumps including controls and appurtenances and/or services arising from the contract, upon prior approval of the Director or his designee. The parts, materials, equipment, services and/or supplies for repairs to water pumps, including

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

controls and appurtenances are expected to be parts for pumps, metal stock for machining parts for pumps, small motors, bearings, bushings and related items.

**C-22 ALLOWANCE FOR DELIVERY/FREIGHT FOR PARTS, MATERIALS, EQUIPMENT, SERVICES AND/OR SUPPLIES FOR REPAIRS TO WATER PUMPS INCLUDING CONTROLS AND APPURTENANCES**

CWD will pay for delivery/freight for materials, parts, equipment and supplies to repair water pumps including controls and appurtenances arising from Section C-20. Funds for delivery/freight shall be available for parts, materials, equipment, and/or supplies per C-13 and C-20 where the weight does not exceed five (500) pounds per unit.

**C-23 DISCOUNT FROM LIST PRICE**

Discount from printed price list must be stated on the Bid – Schedule of Items. Any discount not clearly stated will be disregarded in determining the lowest and best bid, and the price quoted will be considered as a net price.

To ensure a truly competitive bid, parts discount where applicable will always be discounted from original equipment manufacturers current list price schedules and aftermarket manufacturer's price schedules. Bidder must have access to all manufacturers' materials immediately as needed. Bidder will provide manufacturers price pages, so discounts can be verified, at the time of request for quotation.

Bidders will not use any type of price list they have prepared for their business. All prices must be from a bona fide manufacturer of the parts and equipment.

Original equipment manufacturers products will be used in the vast majority of cases. However, there may be some exceptions. Should a substitute manufacturer's item be of equal quality and significantly lower in cost, CWD may approve its use. However, bidder will never make this assumption without approval. Any substitutions of OEM items must be approved by CWD.

Furthermore, bidder will never attempt to provide a substitute manufacturer's item as a means of realizing a greater profit at the expense of the City of Cleveland.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**C-24 MARKUP FROM INVOICE COST**

For those situations when parts, materials, equipment, services, and/or supplies for repairs to pumps are needed, and a catalog or price list is not applicable, and only an invoice cost to the bidder is available, a markup will be allowed. The bidder will be required in those instances to document in writing why a catalog or list price is not applicable. The bidder will be allowed a maximum of fifteen (15) percent (%) markup.

**C-25 EVALUATION OF BIDS**

CWD will accept the lowest cost and best bid for each group called out in the specification in which the method of performing the task meets the requirements set forth in the item. CWD has estimated the number of and/or types of repairs; however, CWD will not guarantee the number of and/or types of repairs it will require. A partial list of CWD's facilities is included in Appendix C. The bidder shall complete the appropriate section of the Bid - Schedule of Items.

**C-26 MATHEMATICAL ERRORS**

If the bidder makes any mathematical error(s), the City will correct those errors as follows:

- A. The Unit price for labor and materials stated on the bid sheet by the Contractor shall be accepted as being correct. The actual sum of these figures and the extension based upon quantity shall then govern. The unofficial total shall be revised accordingly. The City also reserves the right to correct any mathematical errors in the summation of the bid item extensions.
- B. Where subtotals or totals are transferred from one sheet to another sheet, the City reserves the right to correct any errors made in transferring (recopying) the figures, as the intent to the bid form is that those figures be the same. If the correction of any errors has an effect on the award of the bids, only the directly affected bidders will be notified in writing of the changes.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
CITY OF CLEVELAND/DIVISION OF WATER**

**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**C-27 ITEMS TO BE BID**

The items to be bid shall be as specified and entered in Bid - Schedule of Items as base cost, normal working hours, overtime hours and parts/material discount or markup.

CWD may reject bids for improper submittal of documentation, incomplete submittal of documentation and/or unsubstantiated information within submittal.

**C-28 PICK UP AND DELIVERY OF PUMPS AND PUMP MOTORS**

The main plants have physical limitation relevant to the pick-up and/or delivery of pumps.

**Fairmount Pump Building:**

Trailer shall be flat bed with no sides and motor shall be transported on rear portion of trailer.

Maximum weight for largest pump	22,000 pounds
Maximum height for truck trailer	4.5 feet
Dock to center of crane hook	12 ft.

**Crown Pump Building**

Trailer shall be flat bed with no sides and motor shall be transported on rear portion of trailer.

Maximum weight for largest pump	30,000 pounds
Maximum height for truck trailer	4.5 feet
Dock to center of crane hook	10.5 ft.

**Morgan Pump Station**

Trailer shall be flat bed with no sides and motor shall be transported on rear of trailer.

Maximum weight for largest pump	50,000 pounds
Maximum height for truck trailer	4.5 feet
Dock to center of crane hook	9.5 ft.

**Kirtland Pump Station**

Trailer shall be flat bed with no sides and motor shall be transported on rear portion of trailer.

Maximum weight for largest pump	40,000 pounds
Maximum height for truck trailer	4.5 feet
Dock to center of crane hook	10.5 ft.

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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

**Nottingham Pump Building**

Trailer shall be flat bed with no sides and motor shall be transported on rear portion of trailer.

Maximum weight for largest pump	30,000 pounds
Maximum height for truck trailer	4.5 feet
Dock to center of crane hook	10 ft.

**C-29 PREVAILING RATES OF WAGES**

- A. Each person employed by the Contractor or by the Subcontractor for the work herein specified shall be paid the prevailing rates of wages as determined by the State of Ohio's Department of Commerce, Wage and Hour Bureau. Copies of the State's published and approved prevailing wage schedules can be obtained from the Division of Water's Contract Compliance Unit.
- B. Changes instated by the State's Wage and Hour Bureau will be communicated to the prime Contractor by Division of Water's Contract Compliance Unit within seven (7) business days of its notification by the State. This includes increases in the required prevailing wages for a Work Class, the addition of a new Wage Class to the prevailing wage requirements, and other updates. Nonetheless, in accordance with Ohio Revised Code Chapter 4115, the Contractor and Subcontractor are required to implement these changes into their payrolls dating to the effective date for the change as given by the State.
- C. Every Contractor and Subcontractor who is subject to Chapter 4115 of the Revised Code shall, as soon as it begins performance under its Contract with the City, supply to the Division of Water Contract Compliance Unit a schedule of dates during the life of its Contract with the authority on which it is required to pay wages to employees. It shall also deliver to the Contract Compliance Unit a certified copy of its payroll within two (2) weeks after the first pay date made to its employees associated with this contract. The Contractor must also submit certified payroll reports covering weekly timeframes throughout the term of the contract, in complement to the invoicing schedule. (For instance, when a Contractor submits a month invoice, it is required to submit separate certified payroll reports for each of the weeks comprising that month.)
- D. Each certified payroll report is require to contain the following information:
  - Contractor (or Subcontractor) Name, as it appears on the Contract;

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

- Contractor (or Subcontractor) Mailing Address;
- Contractor (or Subcontractor) Telephone Number;
- Contractor (or Subcontractor) Facsimile Number;
- Contractor Federal Tax Identification Number;
- Name of prime Contractor;
- Contract Number;
- Contract Name/Title;
- Timeframe that the certified payroll report covers;
- A detailed listing of employee information, including:
  - First and Last Name of each employee working on any job under the prime's contract
    - during the certified payroll timeframe;
  - Home Address of each employee listed;
  - Social Security Number of each employee listed;
  - Sex of each employee listed;
  - Race of each employee listed;
  - Work Class of each employee listed (in accord with the work classes defined by the Ohio Department of Commerce, Wage and Hour Bureau);
  - Hours Worked under the prime's contract for each employee listed, by day/date and separately identified as regular time or overtime;
  - Total Hours Worked under the prime's contract for each employee listed;
  - Base Rate for each employee listed, by the Work Class applied to the specific work performed;
  - Gross Earnings of each employee listed;
  - Each deductions and deduction amount for each employee listed, including medical, social security, pension, vacation, union dues, et cetera;
  - Total taxes withheld of each employee listed;
  - Net Earnings of each employee listed.

The certification of each payroll shall be executed by the Contractor, Subcontractor, or duly appointed agent thereof. It confirms that the payroll covered in the certified report is in compliance with Ohio Revised Code Chapter 4115 and, thereby, in compliance with this Contract in relation to wage rates, permissible deductions, and other requirements therein.

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**SECTION C - SUPPLEMENTAL GENERAL CONDITIONS**

- E. Failure to submit biweekly certified payroll reports and/or identified noncompliance items may result in withholding of invoice payments until the missing documentation and/or corrections made to certified payrolls to bring the Contractor/Subcontractor into compliance has been received.
- F. Upon completion of the contract term and prior to final payment thereof, each Contractor or Subcontractor shall file with the DIVISION OF WATER Contract Compliance Unit an affidavit stating that it has fully complied with Chapter 4115 of the Ohio Revised Code. Failure to do so may result in the withholding of remaining payments until submission.
- G. All communications, document submissions, questions, et cetera regarding prevailing wage requirements should be directed to the following: Division of Water, Contract Compliance Unit, 1201 Lakeside Avenue, 4<sup>th</sup> Floor South, Cleveland, OH 44114.

**C-30 OEO PARTICIPATION GOALS** (Supplemental to A-17, A-18, and B-23)

Under Chapter 187.13C of the Codified Ordinances, the OEO participation goal for this requirement contract has been waived. Schedules 1-4 are not required.

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A-19(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit a proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website: <http://cleveland.diversitycompliance.com>. On the website, click on CSB/MBE/FBE Registry.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER  
PUMPS INCLUDING CONTROLS and APPURTENANCES**

**PART D - TECHNICAL SPECIFICATIONS**

**D-1 Refurbishment, Parts, and Repair of Vertical Water Pumps**

A. Replacement Parts:

The contractor shall supply the following parts for repair of vertical water pumps when requested.

1. Impeller
2. Shafts
3. Impeller wear rings
4. Case wear rings
5. Bearings / Bushings
6. Stuffing Box Packing - "Garlock" style 5100 packing or equivalent
7. Mechanical Seals
8. Oil seals, o-rings, & gasket materials
9. Thermometers

B. Services for repairs and assembly.

The contractor shall supply the following services for repair of vertical water pumps when requested.

1. Contractor shall provide suitable transportation of the pump from location.
2. Contractor shall clean, check, and straighten each shaft.
3. Contractor shall metalize pump shaft areas as needed and machine to original specifications.
4. Contractor shall balance impeller and shaft assembly.
5. Contractor shall supply bronze guide bearings, install, and machine to fit as needed for proper fit.
6. Contractor shall provide suitable transportation of the pump to point of origin.

**D-2 Refurbishment, Parts, and Repair of Horizontal Water Pumps**

A. Replacement parts to be supplied.

The contractor shall supply the following parts for repair of horizontal water pumps when requested.

1. Impellers

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**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER  
PUMPS INCLUDING CONTROLS and APPURTENANCES**

**PART D - TECHNICAL SPECIFICATIONS**

2. Shafts
3. Impeller wear rings
4. Case wear rings
5. Full contact load bearings
6. Mechanical seals
7. Packing - "Garlock" style 5100 packing or equivalent
8. Shaft sleeves
9. Thrust bearings
10. Oil rings
11. Guide bushings
12. Sleeve bearings
13. Couplings
14. Oil seals, o-rings, gasket materials
15. Hardware, fasteners, oil caps, & plugs
16. Thermometers
17. Vibration monitoring probes

**B. Services for repairs and assembly.**

The contractor shall supply the following services for repair of horizontal water pumps when requested.

1. Contractor shall provide suitable transportation of the pump from location.
2. Contractor shall metalize pump shaft packing sleeve area and machine to original specifications.
3. Contractor shall install impeller on shaft and check for run-out.
4. Contractor shall install new wear rings on impeller and secure with permanent "Loctite" and setscrews.
5. Contractor shall balance impeller and shaft assembly.
6. Contractor shall recondition babbitt sleeve bearings.
7. Contractor shall provide suitable transportation of the pump to point of origin.

**SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES  
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**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER  
PUMPS INCLUDING CONTROLS and APPURTENANCES**

**PART D - TECHNICAL SPECIFICATIONS**

C. Miscellaneous Tests:

The Contractor shall perform the following tests upon request with written reports.

1. Laser Alignment
2. Vibration Analyses
3. Oil analysis
4. Balance.
5. Shaft run out.
6. Dye-chemical penetrant.
7. Magnetflux.
8. Ultrasonic.

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES

SUPPLEMENTAL GENERAL CONDITIONS  
APPENDIX A

Location	I. D. Number	Equipment Description	Driven H.P.	Manufacturer	Model Number	Serial Number	Suction / Discharge Dimensions
Baldwin	BAFLWWPUMPWASH1	Baldwin backwash Pump 1	250	Patterson		SC-C039613-01	20 / 24
Baldwin	BAFLWWPUMPWASH2	Baldwin backwash Pump 2	250	Patterson		SC-C039613-02	20 / 24
BROADWAY PUMP STATION	DPBRB1PUMP0001	Distribution Supply Centrifugal Pump 1	200	Worthington		29797	18 / 16
BROADWAY PUMP STATION	DPBRB2PUMP0001	Distribution Supply Centrifugal Pump 2	200	Worthington		29798	18 / 16
BROADWAY PUMP STATION	DPBRB3PUMP0001	Distribution Supply Centrifugal Pump 3	200	Worthington		29799	18 / 16
BROADWAY PUMP STATION	DPBRS2PUMP0001	Distribution Supply Centrifugal Pump	200	Worthington		29800	18 / 16
BROADWAY PUMP STATION	DPBRS3PUMP0001	Distribution Supply Centrifugal Pump	200	Worthington		29796	18 / 16
CEDAR / WINCHESTER PUMP	DPCWP1PUMP0001	Vertical Turbine Pump 1	250	Layne and Bowler	20EHH	23897	18 / 12
CEDAR / WINCHESTER PUMP	DPCWP2PUMP0001	Vertical Turbine Pump 2	250	Layne and Bowler	20EHH	23898	18 / 12
CEDAR / WINCHESTER PUMP	DPCWP3PUMP0001	Vertical Turbine Pump 3	250	Layne and Bowler	20EHH	23899	18 / 12
CEDAR / WINCHESTER PUMP	DPCWP4PUMP0001	Vertical Turbine Pump 4	250	Layne and Bowler	20EHH	23896	18 / 12
CEDAR / WINCHESTER PUMP	DPCWP5PUMP0001	Vertical Turbine Pump 5	250	Aurora Pumps	L0590586	V85-70633	18 / 12
CROWN PLANT	CRFLW1PUMP0001	Washwater Pump 1	400	Patterson		SCC000715	30 / 24
CROWN PLANT	CRFLW2PUMP0002	Washwater Pump 2	400	Patterson		SCC000714	30 / 24
CROWN PLANT	CRFWH1PUMP0001	High Service Pump 1	2250	DeLaval		707948	20
CROWN PLANT	CRFWH2PUMP0002	High Service Pump 2	1750	DeLaval		261329	20
CROWN PLANT	CRFWH3PUMP0003	High Service Pump 3	1750	DeLaval		261330	
CROWN PLANT	CRFWH4PUMP0004	High Service Pump 4	2500	Patterson		SCC000718	30 / 24
CROWN PLANT	CRFWH5PUMP0005	High Service Pump 5	1750	DeLaval		261331	
CROWN PLANT	CRFWL2PUMP0002	Low Service Pump 2	300	DeLaval		261328	
CROWN PLANT	CRFWL3PUMP0003	Low Service Pump 3	800	Patterson	MABS	SCC000717	20 / 18
CROWN PLANT	CRFWL4PUMP0004	Low Service Pump 4	300	DeLaval		261326	20 / 18
CROWN PLANT	CRWR1PUMP0001	Pump For Raw Water Pump 1	500	Layne		36831	42
CROWN PLANT	CRWR2PUMP0002	Pump For Raw Water Pump 2	500	Layne		36834	42

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES

SUPPLEMENTAL GENERAL CONDITIONS  
APPENDIX A

Location	I. D. Number	Equipment Description	Driven H.P.	Manufacturer	Model Number	Serial Number	Suction / Discharge Dimensions
CROWN PLANT	CRRWR3PUMP00003	Pump For Raw Water Pump 3	850	Peerless	36HXB	114252A	36
CROWN PLANT	CRRWR4PUMP00004	Pump For Raw Water Pump 4	850	Peerless	36HXB	114252A	36
CROWN PLANT	CRRWR5PUMP00005	Pump For Raw Water Pump 5	1250	Peerless	36HXB	114248A	36
CROWN PLANT	CRRWR6PUMP00006	Pump For Raw Water Pump 6	1250	Peerless	36HXB	114248B	36
DARROW RD PUMP STATION	DPDAP1PUMP00001	Distribution Supply Centrifugal Pump	100	Aurora Pumps	411BF	96-13422-1	16 / 8
DARROW RD PUMP STATION	DPDAP2PUMP00001	Distribution Supply Centrifugal Pump	100	Peerless	8AE12	637480	16 / 8
DARROW RD PUMP STATION	DPDAP3PUMP00001	Distribution Supply Centrifugal Pump	100	Peerless	8AE12	655110	16 / 8
DARROW RD PUMP STATION	DPDAP4PUMP00001	Distribution Supply Centrifugal Pump	100	Aurora Pumps	411BF	96-13422-4	16 / 8
ENGLE RD PUMP STATION	DPENP1PUMP00001	Distribution Supply Centrifugal Pump 1	600	WDM Pumps Inc.	HSR101 218	95-358-1-2	24 / 10
ENGLE RD PUMP STATION	DPENP2PUMP00001	Distribution Supply Centrifugal Pump 2	600	WDM Pumps Inc.	HSR101 219	95-358-1-5	24 / 10
ENGLE RD PUMP STATION	DPENP3PUMP00001	Distribution Supply Centrifugal Pump 3	600	WDM Pumps Inc.	HSR101 220	95-358-1-1	24 / 10
ENGLE RD PUMP STATION	DPENP5PUMP00001	Distribution Supply Centrifugal Pump 5	600	WDM Pumps Inc.	HSR101 221	95-358-1-4	24 / 10
ENGLE RD PUMP STATION	DPENP6PUMP00001	Distribution Supply Centrifugal Pump 6	600	WDM Pumps Inc.	HSR101 222	95-358-1-3	24 / 10
FAIRMOUNT PUMP STATION	BAFW17PUMP00017	FHS Pump 17E	1000	Delaval		247509	
FAIRMOUNT PUMP STATION	BAFW18PUMP00018	SHS Pump 18	1750	Delaval		247510	18 / 18
FAIRMOUNT PUMP STATION	BAFW54PUMP00054	FHS Pump 54	700	Delaval	P20/18	703794	20 / 18
FAIRMOUNT PUMP STATION	BAFW55PUMP00055	FHS Pump 55	700	Delaval	P20/18	703795	20 / 18
FAIRMOUNT PUMP STATION	BAFW56PUMP00056	SHS Pump 56	1750	Delaval	T20/18	704022	20 / 18
FAIRMOUNT PUMP STATION	BAFW57PUMP00057	SHS Pump 57	1750	Delaval	T20/18	704024	20 / 18
FAIRMOUNT PUMP STATION	BAFW58PUMP00058	SHS Pump 58	1750	Delaval	T20/18	704023	20 / 18
FAIRMOUNT PUMP STATION	BAFW58PUMP00059	SHS Pump 59	1500	Patterson		SC-C083263-01	20 / 18
FAIRMOUNT PUMP STATION	BAFW58PUMP00060	SHS Pump 60	1500	Patterson		SC-C083263-03	20 / 18
INDEPENDENCE PUMP STATION	DPINP1PUMP00001	Vertical Turbine Pump 1	125	Layne and Bowler	CFUVGB	26728	10 / 8
INDEPENDENCE PUMP STATION	DPINP2PUMP00001	Vertical Turbine Pump 2	125	Layne and Bowler	CFUVGB	26727	10 / 8
INDEPENDENCE PUMP STATION	DPINP3PUMP00001	Vertical Turbine Pump 3	125	Layne and Bowler	CFUVGB	26729	10 / 8
INDEPENDENCE PUMP STATION	DPINP4PUMP00001	Vertical Turbine Pump 4	200	Layne and Bowler	CFUVGB	105054	10 / 8
KIRTLAND PUMP STATION	BARWK1PUMP00001	Kirtland Raw Water Pump 1	900	Patterson	20X18 MABS	SC-C079595	

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES

SUPPLEMENTAL GENERAL CONDITIONS  
APPENDIX A

Location	I. D. Number	Equipment Description	Driven H.P.	Manufacturer	Model Number	Serial Number	Suction / Discharge Dimensions
KIRTLAND PUMP STATION	BARWK2PUMP00002	Kirtland Raw Water Pump 2	3000	Delaval	W42/30	703908	42 / 30
KIRTLAND PUMP STATION	BARWK3PUMP00003	Kirtland Raw Water Pump 3	3000	Delaval	W42/30	703907	42 / 30
KIRTLAND PUMP STATION	BARWK4PUMP00004	Kirtland Raw Water Pump 4	3000	Delaval	W42/30	703906	42 / 30
KIRTLAND PUMP STATION	BARWK5PUMP00005	Kirtland Raw Water Pump 5	3000	Delaval	W42/30	703905	42 / 30
KIRTLAND PUMP STATION	BARWK6PUMP00006	Kirtland Raw Water Pump 6	1750	Patterson	30X24 MAA	SC-C079596-01	
MORGAN PLANT	MORW0PUMPRAW70	Raw Water Pump 70	600	Delaval	T42/30	706268	42 / 30
MORGAN PLANT	MORW0PUMPRAW71	Raw Water Pump 71	600	Delaval	T42/30	706267	42 / 30
MORGAN PLANT	MORW0PUMPRAW72	Raw Water Pump 72	600	Delaval	T42/30	706266	42 / 30
MORGAN PLANT	MORW0PUMPRAW73	Raw Water Pump 73	600	Delaval	T42/30	706265	42 / 30
MORGAN PLANT	MORW0PUMPRAW74	Raw Water Pump 74	600	Delaval	T42/30	706264	42 / 30
MORGAN PLANT	MORW0PUMPRAW75	Raw Water Pump 75	600	Delaval	T42/30	706263	42 / 30
MORGAN PLANT	MOFW01PUMPFHS01	Morgan First High Service Pump 1	2500	Ebara	600X400EDM	R010371004	36 / 54
MORGAN PLANT	MOFW02PUMPFHS02	Morgan First High Service Pump 2	2500	Ebara	600X400EDM	R010371004	36 / 54
MORGAN PLANT	MOFW03PUMPFHS03	Morgan First High Service Pump 3	1750	Ebara	500X400EDM	R010371003	30 / 54
MORGAN PLANT	MOFW04PUMPFHS04	Morgan First High Service Pump 4	2500	Ebara	600X400EDM	R010371004	36 / 54
MORGAN PLANT	MOFW05PUMPFHS05	Morgan First High Service Pump 5	2500	Ebara	600X400EDM	R010371004	36 / 54
MORGAN PLANT	MOFW06PUMPFHS06	Morgan First High Service Pump 6	1750	Ebara	500X400EDM	R010371003	30 / 54
MORGAN PLANT	MOFW07PUMPLS07	Morgan Low Service Pump 7	1000	Ebara	600X400EDM	R010371001	30 / 54
MORGAN PLANT	MOFW08PUMPLS08	Morgan Low Service Pump 8	1000	Ebara	600X400EDM	R010371001	30 / 54
MORGAN PLANT	MOFW09PUMPLS09	Morgan Low Service Pump 9	1750	Ebara	750X600EDM	R010371002	36 / 54
MORGAN PLANT	MOFW10PUMPLS10	Morgan Low Service Pump 10	1000	Ebara	600X400EDM	R010371001	30 / 54
MORGAN PLANT	MOFW11PUMPLS11	Morgan Low Service Pump 11	1750	Ebara	750X600EDM	R010371012	36 / 54
MORGAN PLANT	MOFL12PUMPWW12	Morgan W W Pump 12	400	Ebara	750X600EDM	R010371005	30 / 54
MORGAN PLANT	MOFL13PUMPWW13	Morgan W W Pump 13	400	Ebara	750X600EDM	R010371005	30 / 54
NORTH ROYALTON PUMP	DPNR11PUMP00001	Distribution Supply Centrifugal Pump 11	500	Patterson	12X10 MAA	SC-C019660-	12 / 10

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SUPPLEMENTAL GENERAL CONDITIONS  
APPENDIX A

Location	I. D. Number	Equipment Description	Driven H.P.	Manufacturer	Model Number	Serial Number	Suction / Discharge Dimensions
NORTH ROYALTON PUMP	DPNR12PUMP00001	Distribution Supply Centrifugal Pump 12	500	Patterson	12X10 MAA	SC-C019660-	12 / 10
NORTH ROYALTON PUMP	DPNR13PUMP00001	Distribution Supply Centrifugal Pump 13	500	Patterson	12X10 MAA	SC-C019660-	12 / 10
NORTH ROYALTON PUMP	DPNR14PUMP00001	Distribution Supply Centrifugal Pump 14	500	Patterson	12X10 MAA	SC-C019660-	12 / 10
NORTH ROYALTON PUMP	DPNRP1PUMP00001	Distribution Supply Centrifugal Pump 1	250	Patterson	8X6 MABS	SC-19659-02	8 / 6
NORTH ROYALTON PUMP	DPNRP2PUMP00001	Distribution Supply Centrifugal Pump 2	250	Patterson	8X6 MABS	SC-19659-01	8 / 6
NORTH ROYALTON PUMP	DPNRP3PUMP00001	Distribution Supply Centrifugal Pump 3	250	Patterson	8X6 MABS	SC-19659-04	8 / 6
NORTH ROYALTON PUMP	DPNRP4PUMP00001	Distribution Supply Centrifugal Pump 4	250	Patterson	8X6 MABS	SC-19659-01	8 / 6
NOTTINGHAM PLANT	NOFLW1PUMP00001	Nottingham Backwash Pump 1	350	Patterson	30 X 24 MAD	SC-C036431-01	24 / 30
NOTTINGHAM PLANT	NOFLW2PUMP00002	Nottingham Backwash Pump 2	350	Patterson	30 X 24 MAD	SC-C036431-02	24 / 30
NOTTINGHAM PLANT	NORWF1PUMP00001	First High Service Pump Number 1	425	Patterson	12XB MAA	CO2139-03	10 / 8
NOTTINGHAM PLANT	NORWF2PUMP00001	FHS Pump 2	425	Patterson	12XB MAA	CO2139-02	10 / 8
NOTTINGHAM PLANT	NORWF3PUMP00003	FHS Pump 3	450	Patterson	12XB MAA	CO2139-04	10 / 8
NOTTINGHAM PLANT	NORWF4PUMP00001	FHS Pump 4	450	Patterson	12XB MAA	CO2139-01	10 / 8
NOTTINGHAM PLANT	NORWL1PUMP00001	Low Service Pump 1	500	Patterson	30X24 MAA	SC-C001962-01	30 / 24
NOTTINGHAM PLANT	NORWL2PUMP00001	Low Service Pump 2	500	Patterson	30X24 MAA	SC-C001962-02	30 / 24
NOTTINGHAM PLANT	NORWL3PUMP00001	Low Service Pump 3	500	Patterson	30X24 MAA	SC-C001962-03	30 / 24
NOTTINGHAM PLANT	NORWL4PUMP00001	Low Service Pump 4	500	Patterson	30X24 MAA	SC-C001962-04	30 / 24
NOTTINGHAM PLANT	NORWS1PUMP00001	SHS Pump 1	4500	Fairbanks Morse	20-5824	K3W1-061375-3AND 2	20
NOTTINGHAM PLANT	NORWS2PUMP00001	SHS Pump 2	4500	Fairbanks Morse	20-5824	K3W1-061375-0AND1	20
NOTTINGHAM PLANT	NORWS3PUMP00001	SHS Pump 3	4500	Fairbanks Morse	20-5824	K3W1-061375-4AND6	20
NOTTINGHAM PLANT	NORWS4PUMP00001	SHS Pump 4	4500	Fairbanks Morse	20-5824	K3W1-061375-5AND7	20
NOTTINGHAM PLANT	NORWP1PUMP00001	Raw Water Pump Number 1	600	Layne And Bowler	42 RKHC	21262	42 / 24
NOTTINGHAM PLANT	NORWP2PUMP00001	Raw Water Pump Number 2	600	Layne And Bowler	42 RKHC	21263	42 / 24
NOTTINGHAM PLANT	NORWP3PUMP00001	Raw Water Pump Number 3	600	Layne And Bowler	42 RKHC	21264	42 / 24
NOTTINGHAM PLANT	NORWP4PUMP00001	Raw Water Pump Number 4	600	Layne And Bowler	42 RKHC	21265	42 / 24

SPECIFICATIONS/DESCRIPTIONS OF PRODUCTS AND/OR SERVICES

PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES

SUPPLEMENTAL GENERAL CONDITIONS  
APPENDIX A

Location	I. D. Number	Equipment Description	Driven H.P.	Manufacturer	Model Number	Serial Number	Suction / Discharge Dimensions
NOTTINGHAM PLANT	NORWP5PUMP00001	Raw Water Pump Number 5	600	Layne And Bowler	42 RKHC	21266	42 / 24
NOTTINGHAM PLANT	NORWP6PUMP00001	Raw Water Pump Number 6	600	Layne And Bowler	42 RKHC	21267	42 / 24
NOTTINGHAM PLANT	NORWP7PUMP00001	Raw Water Pump Number 7	600	Layne And Bowler	42 RKHC	34902	42 / 24
NOTTINGHAM PLANT	NORWP8PUMP00001	Raw Water Pump Number 8	600	Layne And Bowler	42 RKHC	34963	42 / 24
PARMA PUMP STATION	DPPAP1PUMP00001	Distribution Supply Centrifugal Pump 1	1250	Worthington	16LNC-28	93-33-92510-1	24 / 16
PARMA PUMP STATION	DPPAP2PUMP00001	Distribution Supply Centrifugal Pump 2	1250	Worthington	16LNC-28	93-33-92510-2	24 / 16
PARMA PUMP STATION	DPPAP3PUMP00001	Distribution Supply Centrifugal Pump 3	1250	Worthington	16LNC-28	93-33-95210-3	24 / 16
PARMA PUMP STATION	DPPAP4PUMP00001	Distribution Supply Centrifugal Pump 4	1000	Worthington	16LNS-28	92TP92511-1	24 / 16
PARMA PUMP STATION	DPPAP5PUMP00001	Distribution Supply Centrifugal Pump 5	1000	Worthington	16LNS-28	92TP92511-2	24 / 16
PARMA PUMP STATION	DPPAP6PUMP00001	Distribution Supply Centrifugal Pump 6	1000	Worthington	16LNS-28	92TP92511-3	24 / 16
PEARL RD PUMP STATION	DPEP1PUMP00001	Distribution Supply Centrifugal Pump 1	250	Delaval		702471	10 / 8
PEARL RD PUMP STATION	DPEP2PUMP00001	Distribution Supply Centrifugal Pump 2	250	Delaval		702470	10 / 8
PEARL RD PUMP STATION	DPEP3PUMP00001	Distribution Supply Centrifugal Pump 3	250	Worthington	8WV18	79Z002009-1	12 / 10
PEARL RD PUMP STATION	DPEP4PUMP00001	Distribution Supply Centrifugal Pump 4	250	Worthington	8WV18	79Z002009-2	12 / 10
PLEASANT VALLEY PUMP	DPPVP1PUMP00001	Vertical Turbine Pump 1	250	Layne and Bowler	RKLC	34259	16 / 12
PLEASANT VALLEY PUMP	DPPVP2PUMP00001	Vertical Turbine Pump 2	250	Layne and Bowler	RKLC	34259	16 / 12
PLEASANT VALLEY PUMP	DPPVP3PUMP00001	Vertical Turbine Pump 3	250	Layne and Bowler	RKLC	34257	16 / 12
PLEASANT VALLEY PUMP	DPPVP4PUMP00001	Vertical Turbine Pump 4	250	Layne and Bowler	RKLC	34260	16 / 12
PLEASANT VALLEY PUMP	DPPVP5PUMP00001	Distribution Supply Centrifugal Pump #5	600	Worthington	10LNH22	81Z002311-1	16 / 12
SHEPARD PUMP STATION	DSPSP1PUMP00001	Distribution Supply Centrifugal Pump 1	75	Allis-Chalmers	8000	851-39195-01-2	8 / 6
SHEPARD PUMP STATION	DSPSP2PUMP00001	Distribution Supply Centrifugal Pump 2	75	Allis-Chalmers	8000	851-39195-01-1	8 / 6
SHEPARD PUMP STATION	DSPSP3PUMP00001	Distribution Supply Centrifugal Pump 3	75	Allis-Chalmers		1-80533-1-1	8 / 8
SHEPARD PUMP STATION	DSPSP4PUMP00001	Distribution Supply Centrifugal Pump 4	75	Allis-Chalmers		1-80533-1-2	8 / 8
WARRENSVILLE / GREEN PUMP	DPWGP1PUMP00001	Vertical Turbine Pump 1	300	Peerless Pumps	16 HH	256960	24 / 16
WARRENSVILLE / GREEN PUMP	DPWGP2PUMP00001	Vertical Turbine Pump 2	300	Peerless Pumps	16 HH	256958	24 / 16
WARRENSVILLE / GREEN PUMP	DPWGP3PUMP00001	Vertical Turbine Pump 3	300	Peerless Pumps	16 HH	256959	24 / 16
WARRENSVILLE / GREEN PUMP	DPWGP4PUMP00001	Vertical Turbine Pump 4	300	Peerless Pumps	16 HH	256957	24 / 16



**PURCHASE of LABOR and MATERIALS to REFURBISH and REPAIR of  
WATER PUMPS INCLUDING  
CONTROLS and APPURTENANCES**

**APPENDIX C  
PARTIAL LIST OF FACILITIES**

Kirtland Pump Station  
4901 South Marginal Road  
Cleveland, OH 44114  
Plant Manager: Frank Woyma  
(216) 664-3192

Fairmount Pump Station  
11216 Stokes Road  
Cleveland, OH 44104  
Plant Manager: Frank Woyma  
(216) 664-3192

Nottingham Water Works Plant  
1230 Chardon Road  
Cleveland, OH 44119  
Plant Manager: Sam Feinberg  
(216) 664 3092

Baldwin Water Works Plant  
11216 Stokes Road  
Cleveland, OH 44104  
Plant Manager: Frank Woyma  
(216) 664-3192

Garrett A. Morgan Water Works Plant  
1245 West 45th Street  
Cleveland, OH 44102  
Plant Manager: Tyrone Butler  
(216) 664-3175

Crown Water Works Plant  
955 Clague Road  
Westlake, OH 44145  
Plant Manager: Mark Petrie  
(216) 664-3121

Broadway Pump Station  
1549 Broadway  
Bedford, OH 44146  
Plant Manager: Richard Papp

Cedar – Winchester Pump Station  
27149 Cedar Road  
Lyndhurst, OH 44121  
Plant Manager: Richard Papp

Darrow Pump Station  
9877 Darrow Road  
Twinsburg, OH 44087  
Plant Manager: Richard Papp

Engle Pump Station  
6800 Engle Road  
Middleburg Heights, OH 44130  
Plant Manager: Richard Papp

Warrensville Pump Station  
4095 Green Road  
Beachwood, OH 44122  
Plant Manager: Richard Papp

Independence Pump Station  
6531 Brecksville Road  
Independence, OH 44131  
Plant Manager: Richard Papp

Parma Pump Station  
5953 Deering Avenue  
Parma Heights, OH 44130  
Plant Manager: Richard Papp

Pearl Pump Station  
18640 Pearl Road  
Strongsville, OH 44136  
Plant Manager: Richard Papp

Pleasant Valley Pump Station  
5711 West Pleasant Valley Road  
Parma, OH 44129  
Plant Manager: Richard Papp

Sheppard Pump Station  
9700 Sheppard Road  
Macedonia, OH 44056  
Plant Manager: Richard Papp

**PURCHASES of LABOR and MATERIALS to REFURBISH and REPAIR  
of WATER PUMPS INCLUDING CONTROLS and APPURTENANCES**

AFFIDAVIT OF COMPLIANCE

Entity's Name: \_\_\_\_\_

Entity's Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The principal of the above named entity herein states that:

- (1) The principal has examined the specification, all drawings, attachments and/or appendices accompanying the specifications (CITY OF CLEVELAND, STANDARD SPECIFICATIONS FOR PURCHASE of LABOR AND MATERIALS TO REFURBISH AND REPAIR OF WATER PUMPS INCLUDING CONTROLS AND APPURTENANCES); and
- (2) The entity agrees to abide by and comply with the specification and the Emergency Response Provision that requires, in an emergency, to perform emergency work at the Division of Water's facilities within four hours.

I do hereby state that I have the legal authority to complete this statement on behalf of the above named entity and to the best of my knowledge and belief; the answers herein are true and complete.

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_ - \_\_\_\_\_

State of \_\_\_\_\_)

SS:

County of \_\_\_\_\_)

Before me, a Notary Public in and for said County and State, personally appeared the above named \_\_\_\_\_, who acknowledged that (he/she) did sign the foregoing statement and that the same is (his/hers) free act and deed, personally and as a duly authorized representative of \_\_\_\_\_, and the free act and deed of the entity on whose behalf (he/she) signed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

OHIO DEPARTMENT OF COMMERCE  
DIVISION OF LABOR & WORKER SAFETY  
PREVAILING WAGE RATES

The contractor shall abide by the Prevailing Wage Rates for  
The State of Ohio as obtained from the website:

<http://www.com.ohio.gov/laws/>

## GENERAL CONDITIONS

### B-1 CONSIDERATION OF BIDS.

All bids received in conformity with the Invitation to Bid shall be endorsed with the contract or advertisement name or number and name and address of the bidder. All bids, immediately after being read, shall be tabulated and summarized and shall become public record in the office of the Commissioner of Purchases and Supplies.

### B-2 UNACCEPTABLE BIDS.

No bid will be accepted from, nor a contract awarded to, any person, firm or corporation that is in arrears or is in default to the City upon any debt or contract, or is a defaulter as surety or otherwise upon any obligation to the City, or has failed to perform faithfully on any previous contract with the City of Cleveland.

### B-3 REJECTION OR ACCEPTANCE OF BIDS.

The City through the Board of Control shall have the right to reject any or all bids, parts of such bid, and reserves the right to waive any informalities in the bid. In addition to bid price and discount, the City reserves the right to consider all elements entering into the question of determining the responsibility of the bidder. Any bid which is incomplete, conditional, obscure, contains additions not called for, or irregularities of any kind, may be cause for rejection of the bid.

### B-4 EVIDENCE OF ABILITY TO FULFILL CONTRACT.

Bidders must present evidence to the Commissioner of Purchases and Supplies, when required by him to do so, to show they are fully competent and have the necessary source of supply, facilities and pecuniary resources to fulfill the conditions of the contract and specifications.

### B-5 WITHDRAWAL OF BID.

No bid may be withdrawn after it has been deposited with the Commissioner of Purchases and Supplies.

### B-6 TIME OF AWARD.

The Board of Control of the City of Cleveland shall make an award or reject all bids not later than the second regular meeting of said Board following the opening of bids, unless further time is required to analyze bids, to investigate responsibility of any bidder, or in the absence of a time limitation for acceptance set forth in the bid.

Any extension of time beyond the date fixed by the successful bidder or the fourth regular meeting of the Board of Control, whichever event shall occur first, shall be subject to agreement between said bidder and the Board.

### B-7 AWARD CONTRACT.

No contract shall be awarded without the approval of the Board of Control, and then only to the lowest and best bidder.

**B-8 PERFORMANCE BOND.**

Contracts for the purchase of articles, supplies, commodities, materials, equipment or services shall be secured by a bond in the form and content prescribed by and acceptable to the Director of Law, with good and sufficient sureties and in an amount equal to at least twenty-five percent (25%) of the contract price on materials supplied and at least fifty percent (50%) of the contract price on services supplied. A check is not acceptable in place of a performance bond. A performance bond is not required for standard purchase and requirements contracts awarded in the amount of \$500,000.00 or less, except that standard purchase and requirements contracts that are labor and materials contracts including, but not limited to painting, carpentry, plumbing, electrical, masonry, landscaping, snow plowing, fencing and trucking over \$100,000 but not more than \$250,000 shall require a bond of at least twenty-five percent of the contract price, and over \$250,000 but not more than \$500,000 shall require a bond of at least fifty percent of the contract price. The above policy notwithstanding, the City of Cleveland reserves the right to require a performance bond in various amounts or to modify the performance bond requirement whenever it is determined to be in the best interest of the City of Cleveland to do so.

**B-9 RELEASE OF BOND.**

Whenever a performance bond is required, the performance bond will not be released until all the provisions of the contract have been fulfilled.

**B-10 CANCELLATION OF CONTRACT.**

The City shall have the right to cancel this contract on five (5) days written notice if, in the opinion the Commissioner of Purchases and Supplies, the delivery of materials, supplies or equipment or the performance of work or services are not in accordance with contract specifications and the contractor fails to cure such deficiencies or comply with the contract specifications within ten (10) days after receipt of notice of default from the City, except where fulfillment of its obligation requires activity over a period of time and it has, within ten (10) days of the default notice commenced such activity. Additionally, the City shall have the right to cancel this contract, without cause, upon fifteen (15) days written notice upon the determination of the Board of Control of the City, expressed through its resolution, to do so.

**B-11 SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.**

a. The contractor shall not subcontract, sublet, assign, transfer, convey or otherwise dispose of the contract, its duties, rights, title or interest in it or in any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under the contract, except, in each instance, with the prior written authorization of the Board of Control of the City, expressed through its resolution, and then only upon such terms and conditions as may be agreed to by said Board. No such subcontracting, subletting, assignment, transfer, conveyance or other disposal of the contract shall be valid until filed in the office of the Commissioner of Accounts.

b. Prior written Board of Control consent is required for a City contractor to add a subcontractor, or to substitute one subcontractor for another subcontractor, under a City contract.

c. The City assumes no obligation to pay, and will not pay, a contractor for any work and or services performed by a sub-contractor on the contract prior to Board of Control approval of that sub-contractor.

d. The Director will not grant any City contractor additional time to meet project deadlines, and will not authorize or pay additional compensation or delay damages of any kind arising from the contractor's inability to add or substitute a subcontractor because the contractor failed to submit the approval request and supporting documentation at least 3 (three) weeks in advance of the date the additional or substitute sub-contractor is needed.

e. The Office of Equal Opportunity shall evaluate each subcontractor addition and substitution for increased CSB, MBE, or FBE participation even if the original contract had no certified sub-contractor participation.

f. The City's Sub-contractor Addition and Substitution Policy and Procedure is hereby incorporated by reference in its entirety. The complete document is available online at the City of Cleveland website: <http://www.city.cleveland.oh.us>.

**B-12 DELAY FOR CAUSES BEYOND CONTROL.**

If the contractor is delayed in complying with the terms of the contract by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties, or any cause beyond the contractor's control including orders, limitations or restrictions of any Governmental agency having jurisdiction over the subject matter of the contract, or by delay authorized by the City, or for any cause by which the director shall decide to justify the delay; then for all such delays and suspensions, the contractor shall be allowed one calendar day extension beyond the time fixed for compliance with the terms of the contract for each and every calendar day of such delay so caused in the completion of the work, the same to be ascertained by the director.

**B-13 PATENTS.**

The Contractor shall be required to pay all royalties and license fees and shall hold and save the City and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract, including its use by the City of Cleveland unless otherwise specifically stipulated in the contract documents. In this respect the contractor shall defend all suits or claims for infringement of any patent or license rights.

**B-14 DELIVERY.**

The vendor shall adhere to all stipulated delivery terms (e.g., material / service delivery upon a pre-set schedule, upon orders being placed, etc.). All service performance / material deliveries should be made only if the City of Cleveland has issued a valid, open Purchase Order (PO) with a sufficient free balance to

cover the full costs of the service being performed or materials being delivered. The City will not pay vendors for goods or services that are either delivered to the City under an invalid or unauthorized PO or were ordered using an expired contract. The City is not responsible for, and will not pay for, goods or services delivered to the City that are not authorized under the PO and contract under which a sale was purportedly made. Therefore, the vendor must not perform any services nor deliver any materials without a valid, open PO that authorizes the services / materials and that carries a sufficient free balance to cover the services / materials.

Upon delivery, some form of delivery documentation must be left with the City of Cleveland Department. For service performed, some Proof of Service documentation must be given to a City employee. For materials delivered, some Proof of Delivery or Packing Slip must be given to a City employee. In all instances, the delivery documentation must be signed and dated by a City employee in order to substantiate the services provided or materials delivered were as indicated on the documentation. City employees are charged with performing this verification, so vendors should allow adequate time for this review to occur. Failure to provide some delivery documentation, which received a City signature and date upon delivery, may result in payment delays.

**B-15 LABORATORY TEST.**

The City of Cleveland reserves the right to test all materials, equipment or supplies delivered during the life of the contract, at an independent laboratory to be designated by the Commissioner of Purchases and Supplies of the City of Cleveland. Where the result of such test shows the materials, equipment or supplies are not equal to the specifications, then the expense of making such test shall be paid by the contractor.

**B-16 FAILURE TO MEET SPECIFICATIONS.**

The delivery of any material, supplies or equipment or the performance of any work or services under the contract which do not conform to contract specifications will be rejected and the contractor notified immediately in writing of such rejection and the reason therefore. If the time for performance has not expired, and the contractor wishes to remedy the deficient materials, supplies or equipment or performance, it may notify the Commissioner of Purchases and Supplies of its intention to cure and may within ten (10) days make a conforming delivery of performance unless such time is extended in writing by said Commissioner. If said contractor fails to replace such nonconforming materials, supplies or equipment or otherwise cure such deficient performance of work or services, the City of Cleveland will purchase such materials, supplies or equipment or obtain the performance of such work or services of the character required on the open market or in case of work and services, by performance by City employees. In such event, the contractor and his surety shall be liable to the City for any excess costs and expenses thereby incurred.

**B-17 SAFEGUARDS.**

Any equipment to be furnished by the terms of this bid, shall be provided with safety controls, guards, and housing meeting the requirements of the safety standards of the Industrial Commission and the Department of Industrial Relations of Ohio, and the cost shall be included as part of the bid.

**B-18 STATE OR FEDERAL TAXES.**

- a. The City of Cleveland is exempt from all sales, excise and transportation taxes, except State of Ohio gasoline tax. The price or prices bid shall be exclusive of all such taxes and will be so construed.
- b. The contract price is subject to increase by the amount of any additional tax imposed by the Federal Government or the State of Ohio subsequent to the receipt of bids. Such claim for increased prices must be presented to the City within thirty (30) days after such tax becomes effective and supported by evidence satisfactory to the Director of Law.
- c. The contract price is subject to reduction by that amount by which an applicable tax is reduced during the period of the contract.

**B-19 SOCIAL SECURITIES ACT/EMPLOYEES BENEFIT PAYMENTS.**

The contractor shall be and remain an independent contractor with respect to all services performed under said contract, and agrees to and accepts full and exclusive liability for the payment of any and all contributions or taxes for social security, unemployment insurance, old age retirement benefits, pensions, or annuities now or hereafter imposed under any state or federal law, which are measured by the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter may be issued or promulgated under said respective laws by and duly authorized state or federal officials and said contractor also agrees to indemnify and save harmless the City of Cleveland from an such contributions or taxes or liability therefore.

**B-20 FREIGHT ON DIRECT SHIPMENTS TO THE CITY.**

The freight prices made in the bid are to be in accordance with lawful freight or cartage charges in existence at the time the bid is made, and contract prices shall be increased or decreased by changes in the freight or cartage rates, provided that claims for additional freight or cartage be presented to the City of Cleveland within thirty (30) days after said advance in freight or cartage rates becomes effective. Reductions in freight or cartage prices will be deducted from the contract price.

**B-21 INVOICING AND PAYMENT.**

The Contractor shall submit invoices that appropriately reflect the work performed. Original Invoices must be typed and legible. The City of Cleveland does not pay from duplicates or copies. Each invoice must be mailed as specified below:

- Original invoice to address as shown on Purchase Order under "BILL TO:"
- Optional: Copy of invoice to the City of Cleveland, Division of Accounts, 601 Lakeside Avenue, Cleveland, OH 44114, clearly marked "COPY".
- Address invoice questions first to the ordering department. The Division of Accounts will assist if the Department is unable to resolve the question.

The failure to deliver copies of invoices to the indicated location may lead to delays in payment.

Invoices submitted by the Contractor for payment must include the following information:

- Contractor Name, as it appears on the Contract;
- Contractor Mailing Address;
- Contractor Telephone Number;
- Contractor Facsimile Number;
- Contract Number;
- Purchase Order (PO) Number under which the work being invoiced was authorized;
- Contractor Invoice Number, which must be a unique (non-recurring) number;
- Invoice Date, reflecting the date that the invoice itself was issued to CWD;
- Timeframe that the invoice covers;
- A detailed itemization of labor and materials provided, including:
  - Date that work was performed / material delivered,
  - Location for each item of service performed / material delivered,
  - Line Item Number from the Contract's Schedule of Items (SOI) that is being invoiced,
  - Quantity of items being invoiced under each Line Item,
  - Unit Cost of each Line Item,
  - Extended Cost by each Line Item.
- delivery documentation (e.g., Proof of Service / Delivery slip, Packing Slip, etc.) with an acknowledgement signature and date from a City of Cleveland employee;

The City of Cleveland is not subject to sales tax per Section 5739.01 (B)(1) O.R.C. Therefore invoices must not charge sales tax. The City's Tax Exemption Number is 34-1922166. Tax Exemption Certificates are available upon request from the Division of Purchases and Supplies.

Any applicable discounts, as stipulated through the contract and/or PO, must be itemized and applied to the invoice. Any special instructions contained within the contract must also be followed.

If any invoice is erroneous or does not include the above required information, the City shall inform the supplier as to the reasons thereof and any corrective actions necessary to qualify the invoice for payment by the City. The vendor is responsible for providing the delivery documentation at the time of delivery and for submitting the invoice.

#### **B-22 EQUAL OPPORTUNITY.**

This contract is a contract, and contractor is a contractor within the meaning of Chapter 187 of the Codified Ordinances of Cleveland, Ohio 1976. During the term, the contractor shall comply with all terms, conditions and requirements imposed on "contractor" in the Equal Opportunity Clause, Section 187.22(b) of

the Codified Ordinances of Cleveland, Ohio 1976, attached hereto and made a part hereof. A copy of such clause shall be made a part of every subcontract of agreement entered into for goods or services and shall be binding on all persons, firms and corporations with whom the contractor may deal.

**PARAGRAPHS B-23 AND B-24 APPLY ONLY IF THE REQUIREMENT CONTRACT BID BLOCK IS MARKED ON BID PAGE 1 OF BID AND ON BID FORM.**

**B-23 DURATION OF CONTRACT.**

The proposed contract shall be effective upon its execution and approval by the Director of Law of the City of Cleveland and, for the purpose of accepting delivery, shall continue in full force and effect for the period specified in the specifications and/or the Schedule of Items section of the bid, unless otherwise indicated.

**B-24 REDUCTION IN PRICES.**

The contractor agrees that if the price to the general trade is reduced while the contract is in effect, the City of Cleveland will receive the benefit of such reduction immediately. However, if the contract price is below the price to the general trade at the time the contract is awarded, the reduction provision will be effective only when the recognized price to the general trade reaches a level lower than the contract price or when the contractor reduces his own price to a level lower than the contract price.

**B-25 EIGHT-HOUR DAY, MINIMUM WAGE, AND NON-DISCRIMINATION.**

The Contractor agrees that it shall comply with the following provisions of the Charter of the City of Cleveland, which are, respectively, as follows:

Section 196. Except in case of extraordinary emergencies, not to exceed eight (8) hours will constitute a day's work and not to exceed forty eight (48) hours a week's work, for any City employee of the City of Cleveland in the classified service thereof, and for any workmen engaged in public work carried on or aided by the municipality whether done by contract or otherwise. The Council shall by ordinance, provide for the enforcement of the provisions of this section.

Section 197. Every contract for public work entered into by the City of Cleveland shall contain, and no contract shall be entered into unless it contains the following stipulations:

The Contractor hereby agrees that all persons employed by him will be paid wages which are not less than are paid by the City of Cleveland for similar or like work; but if said City has not established a rate of wages for any particular class of work to be performed under the terms of this contract, then said employees shall be paid wages not less than are generally paid therefore by others employing union labor in said City.

The Contractor hereby further agrees that in the employment of labor, skilled or unskilled, under the Contract there will be no discrimination exercised against any citizen because of race, color, religion or national origin; and that any violation hereof shall be deemed a material breach of said contract.

**B-26 LAWS, PERMITS, AND REGULATIONS**

The contractor shall comply with all applicable laws of the Federal government, State, ordinances of the City or other municipality in which the work or services are being done and all applicable regulations and any authorized regulations, and shall be responsible for securing at his own expense any and all licenses, permits and certificates of inspection required by law or by the contract documents.

**SERVICES, LABOR & MATERIALS – IF THIS CONTRACT IS FOR WORK, SERVICES, OR LABOR & MATERIALS, B-27, 28 AND B-29 APPLY**

**B-27 STATE INDUSTRIAL COMPENSATION FOR PURCHASE OF LABOR AND MATERIALS.**

If this contract contains labor, whether in part or in all, the contractor shall, in all cases during the term of this contract, subscribe to and comply with the Worker's Compensation Laws of the State of Ohio and pay such premiums as may be required thereunder and to save said City harmless from any and all liability arising from said act. He shall also furnish at the time of delivery of this contract and such other times as may be requested, a copy of the official certificate or receipt showing the payments hereinbefore referred to. A copy of the official certificate or receipt showing the payments hereinbefore referred to, shall be submitted with the bid, or, if not included with the bid, shall be submitted with the signed contract. No work shall be commenced, or payments made, until the certificate or receipt is received by the City. The contractor shall maintain continuous coverage throughout the contract and shall notify the City in writing within 24 hours of receipt of notice of cancellation or reduction of coverage.

**B-28 INDEMNITY**

Contractor shall indemnify, defend, and hold harmless the City of Cleveland, Ohio, its officers, agents, and employees from all claims, demands, liabilities, loss, suits, causes of action, judgments, costs, and expenses, including attorneys' fees, arising, occurring, or allegedly arising or occurring from personal injury, including death, property damage, including loss of use, or otherwise, to any person or the property of any person, including third parties and employees of any party, as a result of negligent or intentional act or omission by Contractor or its agents, employees, subcontractors or suppliers, in performing work or services or furnishing labor and materials under this contract. This indemnification right is in addition to any other indemnification or contribution right of any indemnified party and shall survive completion of the work or services or furnishing of labor and materials.

**B-29 WARRANTY**

Contractor warrants, in addition to any other express or implied warranty required by law or the contract, that all work and services performed under this Agreement will be of good quality, free from faults and defects, conform to the contract documents, performed in a workmanlike manner according to good usage and

accepted practice, resulting in a merchantable product, and fit and suitable for their intended purpose, and that materials supplied will be of good quality and free from all defects, latent or patent.

#### B-30 OHIO CAMPAIGN FINANCE LAW

Pursuant to the Ohio Revised Code, as referenced below, the following language is hereby made a part of this document:

"Contractor hereby certifies that beginning on the date the contract is awarded and extending until one year following conclusion of the contract, all persons identified in Ohio Revised Code Sections 3517.13(I)(3) and 3517.13(J)(3), as applicable, are in compliance with Ohio Revised Code Sections 3517.13(I)(1) and 3517.13(J)(1)."

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Ohio Revised Code, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

#### B-31 TITLE 48 C.F.R. ETC:

Certification Re: Federal Debarment, Suspension, Ineligibility or Voluntary Exclusion: Title 48 Code of Federal Regulations, Part 9, and other regulations, preclude the City from participating in a covered transaction, as defined in subpart 9.4, with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. By signing and submitting this document, the bidder certifies to City that it, its principals, any subcontractors, and subcontractor principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- 2) Have not within the three-year period immediately preceding the submission date of this document been convicted of or had a civil judgment rendered against them personally or the company for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; or,
- 4) Have not within the three-year period immediately preceding submission date of this document had one or more public transactions (Federal, State or local) terminated for cause or default.

If the bidder is unable to certify to any of these statements in this certification, such prospective participant must attach a written explanation to this bid. Failure or inability to certify to any of these statements may be cause for rejection of the bid.

The Federal Debarred Listing is available at <http://www.epls.gov/>

By submitting a signed sealed bid, those persons signing the document are affirming their compliance with the referenced sections of the Code of Federal Regulations, herein incorporated into any contract created pursuant to this Invitation to Bid in its entirety.

Rev 082312 jeh  
Rev 1226/13rn

SUPPLEMENTAL  
NOTICE TO BIDDERS

Subject: Submission of NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES  
DISCLOSURE

Each bidder and/or appropriate parties should complete the DISCLOSURE and submit it with the bid, if possible. If not submitted with the bid, it must be completed and submitted to the Commissioner of Purchases and Supplies prior to any contract being awarded by the City. If a bidder or appropriate parties fail to complete and submit it, they shall not be eligible for a contract award.

## NORTHERN IRELAND FAIR EMPLOYMENT PRACTICES DISCLOSURE

INSTRUCTIONS: Pursuant to Codified Ordinance Sec. 181.36, the information requested on this page must be supplied by all contractors and any subcontractors having more than a fifty percent (50%) interest in the proposed contract prior to any contract being awarded by the City of Cleveland. Any contractor or subcontractor who is deemed to have made a false statement shall be declared to have acted in default of its contract and shall be subject to the remedies for default contained in its contract. For failure to cure such a default, the contractor or subcontractor shall be automatically excluded from bidding for the supply of any goods or services for use by the City for a period of two years.

### CHECK WHICHEVER IS APPLICABLE:

A. ( ) The undersigned or any controlling shareholder,\* subsidiary, or parent corporation of the undersigned is NOT ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph A. is checked, proceed to the signature line.)

B. ( ) The undersigned or any controlling shareholder,\* subsidiary, or parent corporation IS ENGAGED IN ANY BUSINESS OR TRADING FOR PROFIT IN NORTHERN IRELAND. (If paragraph B. is checked, please either check the stipulation contained in paragraph C. or attach documentation that shows that the undersigned has complied with the stipulation contained in paragraph C.

C. ( ) The undersigned and all enterprises identified in paragraph B. are TAKING LAWFUL AND GOOD FAITH STEPS TO ENGAGE IN FAIR EMPLOYMENT PRACTICES WHICH ARE RELEVANT TO THE STANDARDS EMBODIED IN THE "MacBRIDE PRINCIPALS FOR FAIR EMPLOYMENT IN NORTHERN IRELAND." A copy of the MacBride Principles can be obtained from the Office of the Commissioner of Purchases and Supplies. In lieu of checking this paragraph, the undersigned must attach documentation which the undersigned believes shows compliance with the stipulation contained in this paragraph C.

\_\_\_\_\_  
Name of Contractor or Subcontractor

By: \_\_\_\_\_

Title: \_\_\_\_\_

\*"Controlling shareholder" means any shareholder owning more than fifty percent (50%) of the stock in the corporation or more than twenty-five percent (25%) of the stock in the corporation if no other shareholder owns a larger share of stock in the corporation.

## Prevailing Wage Notification

This contract is subject to Ohio Prevailing Wage Laws, Chapter 4115 of the Ohio Revised Code. The Contractor and all subcontractors shall comply with all provisions contained therein or as otherwise provided by this note. The Contractor guarantees that the prevailing wage scale to be paid to all laborers and mechanics employed on this contract shall be in accordance with the schedule of the prevailing hourly wage and fringe benefits as determined by the Ohio Department of Commerce for the county in which the work is being performed. The failure to pay prevailing wages to all laborers and mechanics employed on this project shall be considered a breach of contract. Such a failure may result in a revocation or suspension of any and all City of Cleveland certifications held by the contractor and/or subcontractor as well as suspension or debarment from eligibility to compete for any future City of Cleveland work.

A schedule of the most current prevailing wage rates may be accessed by registering with the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau at the following address:

<http://198.234.41.198/w3/webwh.nsf?Opendatabase>

**Printed copies of Prevailing Wage Rates are also available upon request to bidders at Room 128 City Hall, 601 Lakeside Ave., Cleveland OH. There is a charge of 5 cents per page.**

It is entirely the Bidder's responsibility to ascertain for him or her self any and all Prevailing Wage Rates that apply to this contract, to develop and submit a bid that complies in all aspects to the Ohio Prevailing Wage Laws, Chapter 4115 O.R.C., and, should a contract be awarded to the Bidder, to comply completely with any and all applicable requirements of Ohio Prevailing Wage Laws, Chapter 4115 O.R.C. and the City of Cleveland throughout the entire contract.

The Contractor and all subcontractors shall compensate the employees on this contract at a pay rate not less than the hourly wage and fringe rate listed on the website noted above, for the applicable job classification or as may be modified by the Ohio Department of Commerce, Labor and Worker Safety Division, Wage and Hour Bureau, when new prevailing rates are established.

Overtime shall be paid at one and one-half times the basic hourly rate for any hours worked beyond forty hours during a pay week. The Contractor and all subcontractors shall pay all compensation by company check to the worker and fringe benefit program.

The wage and fringe rates determined for this project or as may be later modified, shall be posted by the Contractor in a prominent and accessible place on the project, field office, or equipment yard where they can be easily read by the workers or otherwise made available to the workers. On the first pay date of contract work the Contractor and all subcontractors shall furnish each employee covered by prevailing wage a completed Form whpw1512: Prevailing Wage Notification to Employee in accordance with Section 4115.05 O.R.C., showing the classification, hourly pay rate and fringes, and identifying the City's Prevailing Wage Coordinator (CPWC), if such employees are not covered by a collective bargaining agreement or understanding between employers and bona fide organizations of labor. These forms shall be signed by the Contractor or subcontractor and the employee and kept in the Contractor's or subcontractor's payroll files.

The Contractor and all subcontractors shall submit to the City's Prevailing Wage Coordinator (CPWC) or other designated Department Representative, certified payrolls on form whpw1509 or equivalent form meeting the reporting requirements established by Ohio Revised Code Chapter 4115, in accordance with Sections 4115.07 and 4115.0719(c) O.R.C., three weeks after the start of work and every subsequent week until the completion of the project. Additionally, a copy of the "Apprentice Certification" obtained from the Ohio State Apprenticeship Council must accompany all certified payrolls submitted for all apprentices working on the contract.

Upon completion of the contract and before the final payment, the Contractor shall submit to the CPWC a final wage affidavit, by executing Form LAW1003: Affidavit of Compliance PREVAILING WAGES, or equal, in accordance with Section 4115.07 O.R.C. stating that all wages have been paid in conformance with the minimum rates set forth in the contract. This affidavit must be submitted to the City before the surety is released or final payment due under the terms of the contract is made.

It is ultimately the responsibility of the Contractor to ensure that all laws relating to prevailing wages in Chapter 4115 O.R.C. are strictly adhered to by all subcontractors.

The Contractor and all subcontractors shall make all of its payroll records available for inspection, copying or transcription by any authorized representative of the City of Cleveland or the State of Ohio. Additionally, the Contractor and all subcontractors shall permit such representatives to interview any employees during working hours while the employee is on the job.

Compliance with Prevailing Wage is of the essence of the contract. Section 123.08(b) (6) (c) C.O. establishes the Director of O.E.O. as responsible for compliance. Each department has a Prevailing Wage Coordinator. Each project has a Prevailing Wage Coordinator, who shall be designated the CPWC for the project. The Contractor is responsible for cooperating fully with all City personnel in administering Prevailing Wage.

If the Contractor or any subcontractor fails to comply with any of the provisions contained in this Prevailing Wage Notification, the City may terminate the contract, suspend or debar the Contractor or subcontractor, suspend or cancel all City certifications held by the Contractor or subcontractor, and/or withhold or suspend pay estimates after written notice and a reasonable opportunity to comply has been provided.

This notice shall become an integral part of any contract or contracts issued pursuant to this Invitation to Bid.

Jeh120709



Department  
of Commerce

Division of Industrial Compliance

# PREVAILING WAGE THRESHOLD LEVELS IMPORTANT NOTICE

Before advertising for bids, contracting, or undertaking construction with its own forces, to construct a public improvement, the Public Authority shall have the Ohio Department of Commerce - Division of Industrial Compliance - Bureau of Wage and Hour Administration determine the prevailing rates of wages for workers employed on the public improvement. The wage determination must be included in the project specifications and printed on the bidding blanks where work is done by contract.

## As of September 29, 2013:

<p><b>“New” construction threshold level has been adjusted to :</b></p> <ul style="list-style-type: none"> <li>The previous threshold for this type of construction was \$200,000 from September 29, 2012 through September 28, 2013</li> </ul>	<b>\$250,000</b>
<p><b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” threshold level has been adjusted to:</b></p> <ul style="list-style-type: none"> <li>The previous threshold for this type of reconstruction was \$60,000 from September 29, 2012 through September 28, 2013</li> </ul>	<b>\$75,000</b>

## As of January 1, 2014:

<p><b>“New” construction that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b></p>	<b>\$84,314</b>
<p><b>“Reconstruction, enlargement, alteration, repair, remodeling, renovation, or painting” that involves roads, streets, alleys, sewers, ditches and other works connected to road or bridge construction threshold level has been adjusted to:</b></p>	<b>\$25,261</b>

- A) Thresholds are to be adjusted biennially by the Director of the Ohio Department of Commerce.
- B) Biennial adjustments to threshold levels are made according to the Building Cost for Skilled Labor Index published by McGraw-Hill’s Engineering News-Record, but may not increase or decrease more than 3% for any year.

If there are questions concerning this notification, please contact:

Ohio Department of Commerce  
Division of Industrial Compliance  
Bureau of Wage and Hour Administration  
6606 Tussing Road, PO Box 4009  
Reynoldsburg, Ohio 43068-9009  
614-644-2239  
[www.com.ohio.gov](http://www.com.ohio.gov)



**MAYOR'S OFFICE OF EQUAL OPPORTUNITY**

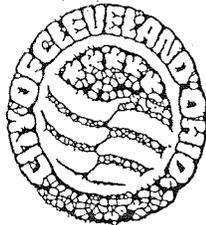
**CLEVELAND AREA BUSINESS CODE**

**NOTICE TO BIDDERS**  
**&**  
**OEO SCHEDULES**

**City of Cleveland**  
**Frank G. Jackson, Mayor**

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**Natoya J. Walker Minor, Director**  
Office of Equal Opportunity



## DIVISION OF PURCHASES & SUPPLIES

### Subcontractors Notice

There is no Subcontractor Participation (Utilization) Goal for this contract. However, per Section A.19(a) of the Instructions to Bidders, any and all proposed subcontractors, whether City certified or not, must be divulged and listed in the sealed bid. If you do plan to utilize a subcontractor, submit proposed subcontractor list on a separate, signed sheet of paper, listing the name, address, type of work or materials, and total subcontractor amount for each and every subcontractor that you propose to use on this contract.

You are encouraged to consider City-certified firms for any available subcontracting opportunities. A searchable database of all City-certified firms can be found on the City of Cleveland Office of Equal Opportunity Website:

<http://www.city.cleveland.oh.us/oeo>

On the website, click on CSB/MBE/FBE Registry.