

2023

CITY OF WARREN

Old Avalon Golf Course

Pump Replacement - Controllers - Sprinklers/Rotors



City of Warren, Ohio
Ordinance No. 13221/2023

CITY OF WARREN, OHIO

MAYOR

WILLIAM D. FRANKLIN

SAFETY SERVICE DIRECTOR

EDDIE L. COLBERT

LAW DIRECTOR

ENZO C. CANTALAMESSA

AUDITOR

VINCENT S. FLASK

DIRECTOR OF UTILITY SERVICES

FRANCO A. LUCARELLI

COUNCIL

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HELEN RUCKER

GARY G. STEINBECK

KEN MACPHERSON

CLERK OF COUNCIL

BRENDA E. SMITH

BOARD OF CONTROL

WILLIAM D. FRANKLIN – MAYOR

EDDIE L. COLBERT – SAFETY SERVICE DIRECTOR

**VALERIE STEVENSON – EXECUTIVE SECRETARY
CITY OF WARREN, OHIO**

LEGAL NOTICE
ADVERTISEMENT FOR BIDS

NOTICE IS HEREBY GIVEN that the City of Warren, Ohio will accept bids for the:

OLD AVALON GOLF COURSE:
Pump Replacement - Controllers - Sprinklers/Rotors

The Director of Public Service will receive sealed bids for the above-mentioned project until 11:00 am, on

July 27, 2023

At the office of the Director of Public Service and Safety, 391 Mahoning Avenue N.W., Warren, Ohio, 44483, and publicly opened and read aloud at City Hall, Warren, Ohio, immediately thereafter for furnishing material and performing the labor for the execution of the above-mentioned project for General Contract.

Bid blanks and specifications sheets are on file and can be obtained from:

Please refer any questions to:
Course Superintendent
Jack Hutchinson: (234) 600-8577

The Board of Control reserves the right to reject any or all bids and to waive any informalities in bidding.

Each bidder shall be required to file with his bid a bid guaranty in one of the following forms:

- (1) A bond, for the full amount of his bid; or
- (2) A certified check equal to ten percent (10%) of his bid; or
- (3) A cashier's check equal to ten percent (10%) of his bid; or
- (4) A letter of credit, pursuant to Chapter 1305 of the Ohio Revised Code, equal to ten percent (10%) of his bid.

Any bid guaranty shall be subject to the applicable provisions of Chapter 153 of the Ohio Revised Code to the same extent as if said provisions of Chapter 153 were fully incorporated within said bid guaranty.

If the bid is accepted, the successful bidder shall enter into a contract and furnish a Contract Performance Bond as provided below:

LEGAL NOTICE-CONTINUED:

(A) Successful bidders will be required to submit a Material Performance Bond in the amount of \$ 10,000.00.

Bids of corporations not chartered in Ohio must be accompanied by proper certification that such corporation is authorized to do business in Ohio.

Successful Bidders will be required to pay at least minimum wage rates predetermined by the State of Ohio for the project work as required. The schedule of Approved Wage Rates, predetermined by the State of Ohio, is incorporated in the Contract Documents.

Each Bidder must ensure that all employees and applicants for employment are not discriminated against because of race, color, religion, sex, or national origin.

The successful low bidder will be required to comply with all contract requirements for Equal Employment Opportunities. All Bidders must fill in all the blanks of the Proposal in ink or typewritten.

This Agreement is subject to the requirements of the Clean Air Act, as amended, 33 USC1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

No bids may be withdrawn after the scheduled closing time for receipt of bids for at least ninety (90) days.

Attest to: VALERIE STEVENSON, (330) 841-2602.

THE CITY OF WARREN

**EDDIE L. COLBERT
DIRECTOR OF PUBLIC SERVICE AND SAFETY**

ADVERTISE: 07/13/23 and 07/20/23

IMPORTANT NOTICE TO ALL BIDDERS

IT WILL BE UNDERSTOOD THAT ALL QUOTATIONS ARE FIRM UNTIL JUNE 30, 2024.

THIS NOTICE IS INTENDED TO CLARIFY THE PROCEDURE IN BIDDING AND BECOMES A PART OF THE INSTRUCTIONS TO BIDDERS.

THE CITY OF WARREN MAY BUY ALL OR PART OF THE ITEMS UPON WHICH BIDS HAVE BEEN REQUESTED DURING THE EFFECTIVE PERIOD OF THE CONTRACT. PURCHASES MAY BE MADE IMMEDIATELY UPON EXECUTION OF THE CONTRACT OR NEAR THE TERMINATION DATE.

BIDS SHALL BE MADE ON THE FORMS PROVIDED HEREIN. THESE FORMS SHALL REMAIN ATTACHED TO THE BIDDING MANUAL. THE ENTIRE MANUAL SHALL BE RETURNED AND SEALED.

(IT IS THE RESPONSIBILITY OF EACH BIDDER TO PROVIDE FOR HIS OWN COPIES).

PLEASE PROVIDE A CONTACT NAME, PHONE NUMBER, AND/OR EMAIL ADDRESS FOR COMMUNICATIONS WITH YOUR COMPANY

Project Overview:

The City of Warren, Ohio is seeking qualified contractors to submit bids for the replacement of sprinklers/rotors, controllers, and pumps in the pumphouse of our esteemed golf course. The goal of this project is to enhance the overall functionality and efficiency of the golf course systems, ensuring optimal irrigation and maintenance for the course.

Project Details:

a. Sprinkler/Rotors:

Replacement of:

- 79 (seventy-nine) Green Sprinklers/Rotors - full circle
- 26 (twenty-six) Tee Sprinklers/Rotors - part circle

Rotors Must be compatible with Lasco Swing Joints with or without adapters. Ensuring the sprinkler system meets the unique requirements of Old Avalon golf course, providing uniform coverage, proper water distribution, and efficient water usage. Must ensure compliance with local regulations regarding water conservation and environmental sustainability.

b. Controllers:

Replacement/Installation of:

- 22 (Twenty-Two) Stand Alone Field Controllers
- 16 Station minimum
- 6 OSM Boards (Output Station Modul)
- Outdated electrical boards in the pumphouse with modern, energy-efficient equivalents.

Include a comprehensive irrigation management system that allows for scheduling, monitoring, and adjustments based on weather conditions. Ensure proper wiring, grounding, and electrical safety measures are in place. Include surge protection and backup power solutions to safeguard against electrical failures. Implement an intuitive control system for monitoring and managing the electrical components.

c. Pumphouse House Pumps and Roof:

Pump Replacement:

- Replace existing 25 HP and 50HP motor pumps with high-performance, energy-efficient models capable of meeting the golf course's irrigation demands.

Pump House Roof

- Remove and install a retractable roof. (This will be needed to remove and install new pumps, controllers, etc.)

Conduct a thorough analysis of the water supply and pressure requirements to determine the appropriate pump specifications. Ensuring adequate distribution and flow rate for the golf course's needs.

Project Deliverables:**a. Detailed Design Specifications:**

Provide precise technical specifications for each component of the project. Include schematic diagrams, equipment requirements, and installation guidelines. Specify materials, fittings, and any additional infrastructure needed.

b. Bill of Materials:

Prepare a comprehensive list of all the required materials, equipment, and supplies. Include quantities, specifications, and estimated costs for each item.

c. Project Schedule:

Develop a detailed timeline, including key milestones and deliverable dates. Identify critical paths, dependencies, and potential risks. Consider environmental factors that may affect the construction process (e.g., weather conditions).

d. Cost Estimate:

Provide a comprehensive cost breakdown for the entire project, including labor, materials, and equipment. Consider any subcontracting needs and include estimates for those as well.

e. Safety and Compliance:

Contractors must demonstrate adherence to safety regulations and best practices. Provide proof of insurance coverage and any necessary licenses or certifications.

f. Warranty and Support:

Specify warranty periods for the installed components. Describe available support services, including maintenance and emergency response.

The irrigation pumping system is responsible for drawing water from a water source, such as a lake or pond, and distributing it throughout the golf course for irrigation purposes. The system consists of two pumps: a 4-inch pump with a 25 horsepower (HP) motor and a 4-inch pump with a 50 HP motor, ensuring a reliable and efficient water distribution process.

The pumps provide sufficient power to handle the irrigation demands of the golf course. They ensure an adequate flow rate to cover the entire course while maintaining uniform water distribution. The pump's sizes and horsepower are carefully selected to match the specific requirements of the golf course, considering factors such as the size of the area to be irrigated, elevation changes, and the type of vegetation present.

The system can handle varying water demands across different sections of the course, providing flexibility and reliability in irrigation operations.

Both pumps are equipped with their respective motors and are integrated into the irrigation pumping system. The system also incorporates various electronics and control mechanisms to optimize its performance and enhance efficiency.

CITY OF WARREN, OHO

PROPOSAL

In accordance with these specifications, in all its parts, and subject to the terms, conditions, and requirements contained therein, the undersigned proposes to furnish the equipment and provide the services identified.

The undersigned has read, studied, and understood all the Specifications and Contract Documents, including all Addenda, and accepts the same as sufficient to indicate and convey an understanding of all the conditions and requirements under the contract, and proposes to comply with all the conditions and requirements under the contract.

Bids will be accepted for:

**OLD AVALON GOLF COURSE:
Pump Replacement - Controllers - Sprinklers/Rotors**

FIRM UNTIL JUNE 30, 2024

The undersigned consents to service of process by a court of competent jurisdiction located in Ohio for the resolution of any and all disputes arising under this contract.

The Bid for the aforementioned is

\$ _____ dollars

Name of Bidder: _____

Contact Name: _____

Phone #: _____ Email: _____

Signed by *: _____ Title: _____

***Corporate bidders shall provide evidence of authorization for signatory**

BID GUARANTY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as principal and _____ as sureties, are hereby held and firmly bound unto the City of Warren, Ohio as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as _____. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20 _____. THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for _____.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said _____ shall well and faithfully do and perform the things agreed by _____ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the

BID GUARANTY BOND CONTINUED:

benefit of any materials supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond.

DATE

PRINCIPAL

DATE

SURETY

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT, THAT we, _____
as Principal and _____ as Surety, are held firmly bound unto the
City of Warren, Ohio, in the sum of _____ Dollars -
(\$ _____), for the payment of which, well and truly to be made, we do hereby jointly
and severally bind ourselves, our heirs, successors, administrators, executors, legal representatives
and assigns by these present.

THE CONDITIONS OF THIS OBLIGATION are such that, whereas, the above named Principal
did on this _____ day of _____, 20____, enter into the agreement hereto attached,
with the said CITY OF WARREN, which said agreement is made a part of this Bond the same as
if fully set forth herein.

NOW, if the said party of the Second Part in the aforesaid agreement, shall well and truly execute
all and singular the stipulations by it to be executed and shall fully and faithfully perform all and
singular the terms, conditions and requirements of the drawings, specifications and contract, and
shall indemnify and save harmless THE CITY OF WARREN, OHIO, from all suits and actions of
every name and description, brought against the said city, or any officer of said city, or any duly
authorized representative of the city for or on account of any injury or damage to persons or
property arising from or growing out of the construction of the work in said agreement specified
to be done, or the doing of any work therein described, and shall indemnify and save harmless
THE CITY OF WARREN from all suits and expense over and above the expense included in the
contract price; for royalties, license or infringement on patents that may be involved in the plan
of construction of the appliances contracted for, or any of the parts thereof, thereafter, and if said
Party of the Second Part shall defend, at its proper cost and expense, any and all suits or action of
any kind whatsoever that may be brought against THE CITY OF WARREN, by reason of the use
of said appliances or any parts thereof, and further shall indemnify and save harmless said CITY
OF WARREN, from all liens, charges, claims, demands, loss, costs and damages of every kind
and nature whatsoever, and shall pay all just and legal claims for labor performed upon, and for
materials, and machinery furnished for the work specified in the said agreement, and if said Party
of the Second Part shall make good any defects in material or workmanship of the herein work as
may be discovered and be determined by the city within two (2) years after the date of the final
estimate, as described in the specifications or if the said Party of the Second Part shall reimburse
the Party of the First Part for repairs because of defects occurring within said period and made by
or at the instance of the First Party and in the manner provided by the herein contract and
specifications, then this obligation to be void, otherwise to be and remain in full force and virtue
in law; we hereby agree and consent that this undertaking shall be for the use of laborer, material
man, or machinery man, having a just claim as aforesaid, as well as the said CITY OF WARREN,
OHIO, and the said surety for value received hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of contract or to the work to be performed there under
or the specifications accompanying the same shall in any wise effect its obligations of this bond,
and it does hereby waive notice of any such charge, extension of time, alteration or addition to the
terms of the contract, or to do the work or to the specifications.

PERFORMANCE BOND-CONTINUED:

WITNESS OUR SIGNATURES, THIS ____ day of _____, 20____, signed in the presence of:

PRINCIPAL

SURETY

Said bond to be properly and duly executed by an approved Surety Company licensed to conduct business in the State of Ohio.

Tom Letson, Treasurer
PO Box 230
Warren, OH 44482
Telephone: 330.841.2551

INCOME TAX DIVISION



**CONTRACTOR'S TAX AFFIRMATION
FOR
WARREN CITY INCOME TAX**

Please complete the following information:

COMPANY/BUSINESS _____ FED. ID NO. _____

MAILING ADDRESS _____ TELEPHONE _____

PRESIDENT _____

PERSON TO CONTACT _____

I, _____, do hereby agree to register with the City of Warren's Income Tax Department to establish an active account, if I have not already done so, and to comply with all tax-related Ordinances.

I hereby agree to keep my City Income Tax account current and specifically agree and understand that any arrearages on said account may be deducted from the monies due me from the City for my performance of the work covered by this contract.

➤ NOTE: You, as the main contractor have the responsibility to inform all of your sub-contractors of the City of Warren's tax liability of 2.5%. Please forward a list of all sub-contractors with names, addresses, phone numbers and federal identification numbers to the Warren City Income Tax Department.

UNDERSTOOD AND AGREED

By: _____
(Name)

(Title)

(Date) _____

WITNESSED BY:

NON-COLLUSION AFFIDAVIT

STATE OF OHIO

COUNTY OF TRUMBULL

(a) _____ being duly sworn, deposes and says that he is (b) _____ of the (c) _____, and that he has been duly authorized to submit a proposal of the amount shown on the proposal "Sources and Uses of Funds" and that the aforementioned persons and/or corporation are the only persons interested in any Contract which may result from the herein contained Proposal; that the said proposal is made without any connection, interest, or collusion in the profit thereof with any other person making any other bid or proposal for said project; that said proposal is on his part in all respects fair, without collusion or fraud, and also that no officer, employee or official of the City of Warren, Ohio, is directly or indirectly interested therein; and that all statements made by him in his proposal are true.

(a) _____
Signed

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

Notary Public

My Commission expires _____

Notary Seal

- (a) Affiant or name of person submitting the Proposal.
- (b) Affiant's duly authorized title.
- (c) Name of Corporation or partnership submitting Proposal.

CONTRACT

MEMORANDUM OF AGREEMENT made and entered into this _____ day of _____, 20____, by and between the City of Warren, Ohio, acting by and through _____, it's duly appointed, qualified and acting Director of Public Service, hereinafter known and designated as party of the first part and _____, hereinafter known as party of the second part.

WITNESSETH: the said party of the second part has agreed and hereby does agree with the part of the first part for the consideration hereinafter mentioned and contained, and under penalty expressed in a bond bearing even date with these present and hereto attached, to furnish at his own proper costs and expense, all _____ complete _____ the _____ work _____ of

_____ in strict conformity with the Proposal, Plans, Drawings, Profiles and Specifications for said work which are hereto attached and made a part hereof.

And the said party of the first part, in consideration of faithful and entire performance of the foregoing stipulations, hereby covenants and agrees to pay to the party of the second part the respective amounts set forth in the bid and proposal, copy of which is attached, and at such time and in such manner as is provided for in the specifications hereto attached, all of which are made a part hereof.

In witness whereof, the parties hereto have affixed their signatures the day and year first above mentioned.
CITY OF WARREN, OHIO

WITNESS: _____ By _____

Director of Public Service

Contractor

By _____

The Contract approved by the Board of Control of the City of Warren, Ohio, this _____ day of _____, 20____.

Mayor

Director of Public Service

I hereby certify that the money for the City's share is in the Treasury to the proper fund and not appropriated for any other purpose.

City Auditor

Approved as to legal form
and correctness

Dated at Warren, Ohio
This _____ day of _____, 20____

Law Director