

Project No. 18051
Sandusky County Park District
River Cliff Office Renovation
Addendum Number 005
November 23, 2020

November 23, 2020

ADDENDUM NUMBER 005

To the drawings and specifications for:

Project No. 18051
Sandusky County Park District
River Cliff Office Renovation

This Addendum supplements and amends the original Drawings and Specifications dated **November 06, 2020** and shall be taken into account in preparing bids and becomes a part of the contract documents. Note: this addendum information is issued to bidders of record. It is the prime contractor's responsibility to forward this Addendum information to all affected suppliers and sub/contractors and make adjustments relative to the proposal. Bidders should acknowledge receipt of Addendum on Page BF-1 of the Bid Form, or the last page of this Addendum.

DRAWINGS AND SPECIFICATIONS

1. Notice to Bidders (Reissued)

- a. Revised the bid date to 12-03-20
- b. Provided additional instructions and clarification for the online bid opening.

2. Bid Form (Reissued)

- a. Revised the bid date to 12-03-20

3. Instruction to Bidders (Reissued)

- a. Revised the bid date to 12-03-20
- b. Provided additional instructions and clarification for the online bid opening.

CLARIFICATIONS & RFI RESPONSES

The period for RFIs will be reopened until 11-27-20.

ATTACHMENTS:

- **Bidding Documents**
 - Notice to Bidders
 - Bid Form
 - Instruction to Bidders
- **Misc.**
 - Acknowledgement of Receipt

END OF ADDENDUM NUMBER 005

Project No. 18051
Sandusky County Park District
River Cliff Office Renovation
Addendum Number 005
November 23, 2020

ACKNOWLEDGEMENT OF RECEIPT

Addendum Number 005

Project No. 18051
Sandusky County Park District
River Cliff Office Renovation

_____ (Company Name)

is in receipt of **Addendum Number 005** for the referenced project.

Signed: _____

Please return this signed sheet by email to Daniel Ebert at daniel.ebert@porterarch.com

Publication Date: November 6, November 13, 2020

Publication Locations: The Fremont News-Messenger, Sandusky County Park District Website

Revision: Addendum 005, November 23, 2020

NOTICE TO BIDDERS

Emailed bids will be received for the River Cliff Park Lodge Office Renovation Project, River Cliff Park, 1329 Tiffin Street, Fremont, Ohio 43420 by the Sandusky County Park District. Bids must be emailed to **daniel.ebert@porterarch.com** no later than **2:00 pm, EST on December 3, 2020**. Bids will be read on the 3rd at **2:30** and the opening will be broadcast live and recorded. We are asking all bidders to remain muted during the bid opening. For the live broadcast use the following Zoom link <https://zoom.us/j/97606510858> Information to attend via phone is below.

Dial in: [1-646-558-8656](tel:1-646-558-8656)

Meeting ID: 976 0651 0858

Press # for entry

A recording will be made available to all bidders post Bid Opening.

Proposals received after the date and time shall be considered late and will be returned to the submitting party unread.

The overall work scope will consist of the complete tear down to the studs of an existing portion of the building. Replacement of the existing wall insulation and exterior siding. New windows as well as a new entry vestibule. A new office suite within the existing building envelope including a restroom and mechanical systems.

Project Estimates:

Office Renovation: **\$ 380,900**

Alternate #1: **\$ 37,000**

A single contract will be issued for all work within project documents.

In accordance with the Plans and Specifications Prepared by:

Thomas Porter Architects

8 N. St. Clair Street

Toledo, Ohio 43604-1028

Phone: (419) 243-2400

Website: ThomasPorterArchitects.com

Email: **daniel.ebert@porterarch.com**

Contact: **Daniel Ebert**

CONTRACTORS may obtain Electronic (PDF) format and/or Hardcopy sets of the Bid Documents directly from Newfax Corporation, 333 W. Woodruff Avenue, Toledo, Ohio 43604, Phone 419-241-5157, FAX 419-241-2018 <http://www.newfaxcorp.com/>. A non-refundable fee will be required for each set of Bidding Documents and Contract Documents provided by Newfax Corporation. Checks shall be made payable to Newfax Corporation.

Neither Owner nor Architect has any responsibility for the accuracy, completeness or sufficiency of any bid documents obtained from any source other than the source indicated in these documents. Obtaining these documents from any other source(s) may result in obtaining incomplete and inaccurate information. Obtaining these documents from any source other than directly from the source listed herein may also result in failure to receive any addenda, corrections, or other revisions to these documents that may be issued.

A Pre-Bid meeting will be held on Tues. **November 17, 2020 at 9:00 am**, at the River Cliff Park Lodge, 1329 Tiffin Street, Fremont, Ohio 43420. Interested bidders will have the opportunity to review the project site immediately following the pre-bid meeting.

Bids shall be received on the Form of Bid Proposal furnished and accompanied by the required supporting documents listed within the Instruction to Bidders. No other form(s) will be accepted.

Sandusky County Park District reserves the right to waive irregularities in the bids and to reject any or all proposals or parts of any or all proposals.

No bidder may withdraw their bid within ninety (90) days after bid opening.

Sandusky County Park District
Andrew Brown, Director

END OF NOTICE TO BIDDERS

Publication Date: November 6, November 13, 2020

Publication Locations: The Fremont News-Messenger, Sandusky County Park District Website

Revision: Addendum 005, November 23, 2020

NOTICE TO BIDDERS

Sealed proposals will be received for the River Cliff Park Lodge Office Renovation Project, River Cliff Park, 1329 Tiffin Street, Fremont, Ohio 43420 by the Sandusky County Park District. Proposals must be emailed to **daniel.ebert@porterarch.com** no later than **2:00 pm, EST on December 3, 2020**. Proposals will be read on the 3rd at **2:30** and the opening will be broadcast live and recorded. We are asking all bidders to remain muted during the bid opening. For the live broadcast use the following Zoom link <https://zoom.us/j/97606510858> Information to attend via phone is below.

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In accordance with the Plans and Specifications Prepared by:

Thomas Porter Architects

8 N. St. Clair Street

Toledo, Ohio 43604-1028

Phone: (419) 243-2400

Website: ThomasPorterArchitects.com

Email: **daniel.ebert@porterarch.com**

Contact: **Daniel Ebert**

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A Pre-Bid meeting will be held on Tues. **November 17, 2020 at 9:00 am**, at the River Cliff Park Lodge, 1329 Tiffin Street, Fremont, Ohio 43420. Interested bidders will have the opportunity to review the project site immediately following the pre-bid meeting.

Bids shall be received on the Form of Bid Proposal furnished and accompanied by the required supporting documents listed within the Instruction to Bidders. No other form(s) will be accepted.

Sandusky County Park District reserves the right to waive irregularities in the bids and to reject any or all proposals or parts of any or all proposals.

No bidder may withdraw their bid within ninety (90) days after bid opening.

Sandusky County Park District

Andrew Brown, Director

END OF NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS

A. EXAMINATION OF DOCUMENTS AND SITE CONDITIONS

1. Bidders are cautioned to review carefully the existing conditions and all parts of the Contract Documents included in or referenced in the Project Manual, including, but not limited to, the Instructions to Bidders, Bid Form, Owner-Contractor Agreement, General Conditions of the Contract for the Project, Special Conditions (if any), Project Schedule, Drawings, and Specifications. For access to the site, the Bidder should contact Jeff Miller, Sandusky Co. Park District, 419.341.5601 to make arrangements to visit the site at an acceptable time. These Contract Documents shall become the basis for the contract between the Owner and the successful Bidder, as defined in the Owner-Contractor Agreement, and govern the relationship between the successful Bidder and the Owner when the Owner-Contractor Agreement is executed.

2. No allowance will be made subsequently for any omission, error or negligence of the Bidder.

B. OWNER, ARCHITECT

- | | | |
|----|-------------------|--|
| 1. | The Owner is: | Sandusky Co. Park District
1970 Countryside Drive
Fremont, Ohio 43420
Phone: 419.334.4495
Email: abrown@sanduskycountyparks.com
Contact: Andy Brown, Director |
| 2. | The Architect is: | Thomas Porter Architects
8 N. St. Clair Street
Toledo, Ohio 43604
Phone: 419.243.2400
Email: daniel.ebert@porterarch.com
Contact: Daniel Ebert |

C. PROJECT

1. The Project consists of all labor, materials, and services necessary for the timely and proper completion of the River Cliff Lodge Roof Replacement Project at River Cliff Park, 1329 Tiffin Street, Fremont, Ohio 43420 for the Owner (Sandusky Co. Park District), all in accordance with the Contract Documents.

D. WORK

The overall work scope will consist of the complete tear off of the existing asphalt shingle roof system including gutters and downpipes in its entirety down to the existing roof deck, and the construction of a new metal roof system including new gutters and downpipes over the entire roof of the River Cliff Park Lodge Building.

A single contract will be issued for all work.

The bid documents request costs for the following scopes of work:

F. ESTIMATE OF CONSTRUCTION COST

The Project estimate is:

Base Bid (Roof Replacement)	\$ 380,900
Alternate #1 (Beam, Columns and Foundation)	\$ 37,000

G. DOCUMENTS INCLUDE

1. Instructions to Bidders
2. Bid Form
3. Substitution Request Form
4. Form of Bid Guaranty and Contract Bond
5. Form of Contract Bond
6. Contractor's Personal Property Tax Affidavit (R.C. § 5719.042)
7. Owner's Tax Exemption Certificate
8. Construction Tax Exempt Form
9. General Conditions of the Contract available upon request from Thomas Porter Architects
10. Project Specifications
11. Drawings (see drawing cover sheet for list)

Availability of Documents. CONTRACTORS may obtain Electronic (PDF) format and/or Hardcopy sets of the Bid Documents directly from Newfax Corporation, 333 W. Woodruff Avenue, Toledo, Ohio 43604, Phone 419-241-5157, FAX 419-241-2018 <http://www.newfaxcorp.com/>. A non-refundable fee will be required for each set of Bidding Documents and Contract Documents provided by Newfax Corporation. Checks shall be made payable to Newfax Corporation.

H. PRE-BID MEETING

A pre-bid meeting is scheduled for Tuesday **November 17th, 2020 at 9:00 am**, at the River Cliff Park Lodge, 1329 Tiffin Street, Fremont, Ohio 43420. Interested bidders will have the opportunity to review the project site immediately following the pre-bid meeting.

For all other site visits bidders must make arrangements with the County Park District, Jeff Miller, 419.341.5601 or Adam Saylor, 419.202.3949 prior to visiting the site.

I. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished in the Project Manual.
2. All blank spaces shall be filled in, in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and signed by the Bidder. The wording on the Bid Form shall be used without change, alteration or

addition. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected.

3. Bidders shall note receipt of Addenda on the Bid Form.

4. Each Bidder shall submit two (2) identical copies of its bid to the Owner. Bids shall be signed with the name typed or printed in ink below the signature. Bids shall not be submitted by facsimile transmission. A Bidder that is a corporation shall sign its bid with the legal name of the corporation followed by the name of the state of incorporation and the legal signature of an officer authorized to bind the corporation to a contract.

5. Bids shall be enclosed in a sealed opaque envelope with the Bidder's name, the name of the Bid Package, and title of Project printed in the upper left hand corner, and addressed as follows:

Andy Brown, Director
Sandusky Co. Park District
1970 Countryside Drive
Fremont, Ohio 43420

Instructions for delivery of bids and information on the bid opening are contained in Paragraph I (12).

6. The completed Bid Form shall be accompanied by the Bidder's Bid Guaranty (see Paragraph I (8) below).

7. The Bidder shall take the following precautions in preparing its Bid:

a. Sign the Bid Form and check to insure all blank spaces are filled in with requested information and that the Bid Guaranty is included in a sealed opaque envelope addressed as provided in Paragraph 5 above.

b. Where the Bid Form provides for quoting either an addition or deduction for an Alternate item, indicate whether the sum named is an addition or deduction.

c. Where the Bid Form provides for quoting a unit price, the Bidder should quote the unit price.

d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:

1) The Bidder

2) The Surety or Sureties

e. Make sure that the amount of the Bid Guaranty is for a specific sum in an amount as instructed in Paragraph I(8)(a) below or the amount is left blank.

8. Bonds and Guarantees

a. Bid Guaranty: Bidder shall furnish a Bid Guaranty, as prescribed in Section 153.54 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the bid (including add alternates) in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable

letter of credit in an amount equal to 10% of the amount of the bid (including add alternates).

- b. Contract Bond: The successful Bidder who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the amount of the bid, shall furnish to the Architect a Contract Bond in the form included in the Contract Documents in an amount equal to 100% of the Contract Sum within three (3) days of being notified of the Owner's intent to award the contract to the successful Bidder.
 - c. All bonds must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio. The bond must be issued by a surety capable of demonstrating a record of competent underwriting, efficient management, adequate reserves, and sound investments. These criteria will be deemed to be met if the surety currently has an A.M. Best Company Policyholders Rating of "A-" or better and has or exceeds the Best Financial Size Category of Class VI; other sureties may be determined acceptable by the Owner.
 - d. All bonds shall be signed by an authorized agent of an acceptable Surety Bonding Company and by the Bidder. (Affix Corporate Seals to all copies.)
 - e. Surety Bonding Company bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Bonding Company to do business in the State of Ohio, and a financial statement of the Surety.
 - f. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
 - g. The name and address of the Surety and the name and address of the Surety's Agent must be typed or printed on each bond.
9. Bidder's Examination and Representation.
- a. Before submitting a bid, each Bidder should carefully examine the documents and the construction site and inform itself of the limitations and conditions related to the Work covered by the bid and shall include in its bid a sum to cover the cost of such items. Bidders awarded contracts will not be given extra payments for conditions that could have been determined by examining the site and documents.
 - b. It is the purpose and intent of the Contract Documents that a complete job be accomplished. It shall be each Bidder's responsibility to include costs necessary to provide labor and materials for that portion of the Work bid upon, including incidentals, whether or not specifically called for in the Specifications and Drawings.
10. Clarification of Bidders' Questions.
- a. Questions for this Project shall be directed to the Architect in writing.

- b. Each Bidder is responsible for calling to the attention of the Architect any ambiguities, inconsistencies, errors, or omissions which occur in the Contract Documents for its part of the Work. If the Bidder fails to request clarification, the Bidder will be expected to overcome such conditions without additions to the bid price.
 - c. Prospective Bidders with questions as to the true meaning of any part of the Drawings, Specifications, or other Contract Documents shall submit to the Architect, not less than ten (10) days prior to the closing time for acceptance of bids, a written request for interpretation and clarification.
 - d. Bidders are instructed to request interpretations and the issuing of addenda if the Contract Documents call for materials, equipment, or methods that adversely affect the cost or quality of the Project or are unavailable.
11. Combined Bids. The Owner may provide the option of submitting a combined bid on the Bid Form
- a. When there is an option for submitting a combined bid on the Bid Form, a bidder desiring to submit a combined bid for two or more base bid Areas of Work shall indicate both its combined bid amount and separate base bids for the separate Areas of Work in the places provided on the Bid Form.
 - b. The individual cost amounts of each base bid (including alternatives) shall be indicated in the appropriate spaces for each and every base bid included under the combined bid.

12. Bid Opening. Bids must be emailed to daniel.ebert@porterarch.com no later than 2:00 pm, EST on December 3, 2020, Bids will be read on the 3rd at 2:30 and the opening will be broadcast live and recorded. We are asking all bidders to remain muted during the bid opening. For the live broadcast use the following Zoom link <https://zoom.us/j/97606510858> Information to attend via phone is below.

Dial in: [1-646-558-8656](tel:1-646-558-8656)
Meeting ID: 976 0651 0858
Press # for entry

A recording will be made available to all bidders post Bid Opening.
and will be opened publicly and read immediately thereafter in the Main Lodge.

J. METHOD OF AWARD

1. The Owner will receive bids for the Bid Package identified in these Instructions to Bidders.

Subject to the right of the Owner to reject any and all bids and as provided below, the Owner will award a single contract for the Project identified in these Instructions to Bidders. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.

2. Determination of Lowest Responsible Bid

Subject to the right of the Owner to reject any or all bids, the Owner will award the Contract for the Work to the Bidder submitting the lowest responsible and responsive bid, taking into consideration accepted alternates. The Owner, in its sole discretion, will determine whether a bid is responsive to the specifications or whether bidder is responsible. The Owner reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidders or any proposed subcontractors. In determining whether a bid is responsive or a bidder is responsible, the Owner may consider the following criteria and such other criteria as it determines proper:

a. The Bidder's work history.

The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects which are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the respective contract documents. If the Bidder's management (*i.e.*, president, chairman of the board, or any director) operates or has operated another construction company, the Owner may consider the work history of that company in determining responsibility of the Bidder.

The Owner will consider the Bidder's prior experience on other projects of the Owner and/or Architect, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with the Owner and/or Architect.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals on projects on which the Bidder has worked, and authorizes and requests such owners and design professionals to provide the Owner with a candid evaluation of the Bidder's performance. By submitting its bid, the Bidder agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such candidate evaluation and such action is not successful, the Bidder will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This

- obligation is expressly intended for the benefit of such owners, design professionals and their employees.
- b. The Bidder's resources, including but not limited to the financial ability to complete the Contract successfully and on time without resort to its Surety and the experience, adequacy, and numbers of the Bidder's work force.
 - c. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.
 - d. The foregoing information with respect to each of the Subcontractors that the Contractor intends to use on the Project.
 - e. Depending upon the type of the work, other essential factors, as the Owner may determine.
3. Within three (3) business days after receipt of the bids, the apparent low Bidder, and any other bidder requested by the Architect or Construction Consultant, will complete and submit to the Architect the following documents, as requested by the Architect:
- a. AIA Document A305, Contractor Qualifications Statement, and the information required by the supplement to that document, and thereafter will provide the Architect with such additional information as the Architect may request. A Bidder will submit any requested information within three (3) business days of the request.
 - b. The list of all proposed Subcontractors, suppliers, and manufacturers.
 - c. The breakdown of Labor and Material for the Project, including the sum for each, on AIA Document G702, Schedule of Values.
 - d. Affidavit as to Property Taxes, in the form included with the Contract Documents. After approval by the Owner, Construction Consultant, and Architect of the list of proposed Subcontractors, suppliers, and manufacturers submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner, Construction Consultant, and Architect.
4. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not responsible.
5. By submitting its bid, the Bidder agrees that the Owner's determination of responsiveness and responsibility shall be final and conclusive, and that if the Bidder, or any person at the Bidder's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, the Bidder will reimburse the Owner for all legal fees and expenses incurred by the Owner that are related to such challenge, including the cost of collection.
6. No Bidder may withdraw its bid within ninety (90) days after the date bids are opened.
7. The Owner further reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Bidder.

K. EXECUTION OF CONTRACT

1. Notice of Intent to Award Contract. The successful bidder will be notified of the award of the contract and provided with three (3) copies of the Owner-Contractor Agreement ("Agreement") in the form included in the Project Manual. The Owner reserves the right to rescind any Notice of Award if the Owner determines the Notice of Award was issued in error.

2. The successful Bidder will sign and return the original forms to the Owner, or as otherwise directed, for execution by the Owner. The contract will be submitted to the Owner at its next regularly scheduled Board meeting for approval by the Owner. The successful Bidder will be provided with a fully executed copy of the Agreement for its records.

3. If the successful Bidder does not return the executed contracts to the Owner within five (5) business days of its receipt of the contracts from the Owner, the Owner reserves the right to reject the bid and award the contract to the next low responsible bidder.

L. SUBSTITUTIONS

1. Certain brands of material or apparatus are specified. These specified brands may be referred to in the Contract Documents as Standards. Each bid will be based on these brands. The use of another brand may be requested as provided herein.

2. No substitution for a specified brand ("Substitution") will be considered prior to receipt of bids unless written request for approval has been received by the Architect at least ten (10) days prior to the date for receipt of bids. Such requests shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed Substitution including drawings, performance and test data, and other information necessary for an evaluation. A statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts that incorporation of the proposed Substitution would require, shall be included. The burden of proof of the merit of the proposed Substitution is upon the Bidder proposing the Substitution. The Architect's decision of approval or disapproval of a proposed Substitution shall be final.

If the brand or product is acceptable, the Architect will approve it prior to bidding in an Addendum issued to all Bidders on record and the Substitution shall become a Standard.

3. In proposing a Substitution, the Bidder represents and warrants that each proposed Substitution will not result in any changes to the Project, including changes to the Work of other contractors, or any decrease in the performance of any equipment or systems to be installed in the Project and agrees to pay any additional costs incurred by the Owner as a result of a Substitution which is accepted.

4. Following the award of the Contract, there shall be no Substitutions, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a Substitution for a Change Order.

M. ALTERNATES

1. The Owner may request bids on alternates. If the Owner request bids on alternates, the Bidder should include the cost of the alternates requested on its Bid Form.

2. At the time of awarding the contract, the Owner will select or reject alternates as it determines is in its best interest. A Bidder's failure to include in its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work may render the bid non-responsive and be grounds for the rejection of the bid. Otherwise, the failure to include the cost of an alternate will not be deemed material.

3. The Bidder acknowledges that although there is an estimate for the cost of the Project, the market conditions may and frequently do result in the estimate being different from the sum of the bids received, either higher or lower. The Bidder understands that the Owner has included alternates, which may include deduct alternates as well as add alternates, to give it the flexibility in building the Project with the funds that are available. The Bidder further understands and acknowledges that use of add and deduct alternates is a long held customary practice in the construction industry in the State of Ohio. The Bidder also acknowledges that the Owner will not make a decision about what alternates on which to base the award of contracts until the bids are received, and the Owner can compare its available funds with the base bids and the cost or savings from selecting different alternates. The Bidder understands that the award to the lowest responsible and responsive Bidder will be based on the lowest base bid plus selected alternates, and may result in an award to a Bidder other than the Bidder that submitted the lowest base bid.

4. The Bidder agrees to hold the prices stated for alternates on the Bid Form for a period of 90 days after the bid opening. If following that 90-day period, during the progress of the Work, the Owner desires to reinstate any alternate not included in the Contract, the Owner reserves the right to reinstate the alternate at the price bid by the Contractor provided that such action is taken in sufficient time so as not to delay the progress of the work or cause the Contractor additional expense.

N. UNIT PRICES

1. Where unit prices are requested in the Bid Form for a Contract on which the Bidder submits a bid, the Bidder should quote a unit price. Unless otherwise expressly provided in the Contract Documents, such unit prices shall include all labor, materials and services necessary for the timely and proper installation of the item for which the unit prices are requested. The unit prices quoted in the bid shall be the basis for any Change Orders entered into under the Owner-Contractor Agreement, unless the Architect or Construction Consultant determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

O. ADDENDA

1. Any explanation, interpretation, correction or modification of the Bid Documents will be issued in writing in the form of an Addendum, which shall be the only means considered binding; explanations, interpretations, etc., made by any other means shall NOT be legally binding. All Addenda shall become a part of the Contract Documents.
2. Contractors should submit questions to the Architect in advance, to allow sufficient time for the Architect to respond. All Addenda will be issued except as hereafter provided, and mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least forty-eight (48) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays and legal holidays.
3. Copies of each Addendum will be sent only to the Contractors to whom Drawings and Specifications have been issued for refundable deposit. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form.
4. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Owner's Designated Representative any error, omission, inconsistency, or ambiguity therein.
5. If a Bidder fails to indicate receipt of all Addenda through the last Addenda issued by the Architect on its Bid Form, the bid of such Bidder will be deemed to be responsive only if:
 - a. The bid received clearly indicates that the Bidder received the Addendum, such as where the Addendum added another item to be bid upon and the Bidder submitted a bid on that item; or
 - b. The Addendum involves only a matter of form or is one which has either no effect or has merely a trivial or negligible effect on price, quantity, quality, or delivery of the item bid upon.

P. Wage Rates

1. The Bidder to whom the Contract is awarded will be required to pay as a minimum, the prevailing wage rates, current throughout the work, promulgated by the State.

Q. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio. Building materials that the successful Bidder purchases for incorporation into the Project will be exempt from state sales and use taxes if the successful Bidder provides a properly completed sales tax exemption certificate, executed by the successful Bidder and the Owner, to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request. A copy of the Construction Tax Exempt Form to be used in connection with the Project is included with the Project Manual

R. PROJECT SCHEDULE AND SEQUENCE.

1. The Contractor shall be prepared to start work within one week after award of Contract.

2. Construction Mile Stones will established with the winning bidder once the project is awarded.

NOTE: The awarded Contractor should endeavor complete this project as quickly as possible with appropriate precaution given to weather and Job Site Safety. The job site allows for the Contractor to work 7 days a week if the Contractor chooses to do so.

S. BID RESPONSIVENESS; OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Bidder's bid shall be responsive to the Specifications for the Project in all material respects and shall contain no material irregularities or deviations from the Specifications that would affect the amount of the bid or otherwise give the Bidder a competitive advantage. The Owner reserves the right to reject any bid, in whole or in part, that it determines is not responsive.

2. The Owner reserves the right to waive any and all irregularities, informalities and technicalities in the bidding process.

3. By submitting its bid, the Bidder agrees that (i) the Owner's determination of whether a defect or irregularity affects the amount of the bid in any material respect or otherwise gives the Bidder a competitive advantage will be final and conclusive; and (ii) the Bidder will pay the Owner's attorney's and consultants' fees related to any challenge to the bid procedure or process, brought directly or indirectly by the Bidder and/or any of its affiliates, which is unsuccessful.

T. MODIFICATION AND WITHDRAWAL OF BIDS

1. Modification: A Bidder may modify its bid by written communication to the Owner addressed to the Director of Business Services, at the Owner's address at any time prior to the scheduled closing time for receipt of bids, provided such written communication is received by the Director of Business Services prior to the closing time. The written communication shall not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known until the sealed bid is opened.

2. Withdrawal Prior to Bid Closing: A Bidder may withdraw its bid at any time for any reason prior to the bid closing time established in the Notice to Bidders. The request to withdraw shall be made in writing and submitted to the Director of Business Services, at the Owner's address.

3. Withdrawal after Bid Closing: A Bidder may withdraw its bid after the bid closing time when all of the following apply:

- a. the price bid was substantially lower than the other bids;
- b. the reason for the bid being substantially lower was a clerical mistake, rather than a mistake in judgment, and was due to an unintentional and substantial error in arithmetic or an unintentional omission of a substantial quantity of work, labor, or material;
- c. the bid was submitted in good faith;

d. the Bidder provides written notice to the Owner, to the attention of the Treasurer, within two (2) business days after the bid opening for which the right to withdraw is claimed.

U. EQUAL EMPLOYMENT OPPORTUNITY/NONDISCRIMINATION

1. Minority, female, and disadvantaged businesses will be afforded full opportunity to submit bids, and bidders will not be discriminated against on the grounds of race, color, religion, sex, age, handicap, ancestry, or national origin in the consideration of an award. The successful Bidder(s) shall include a provision in any subcontract entered into for the Project that requires that each of its subcontractors not discriminate against any employee or applicant for employment on the basis of race, religion, color, sex, age, handicap, ancestry, or national origin in any actions that it takes. Such actions include, without limitation, employment, upgrading, demotion, transfer recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships.
2. The contract document to be executed by the successful Bidder contains nondiscrimination provisions as required by Ohio Revised Code Sections 153.59 and 153.60.

END OF INSTRUCTIONS TO BIDDERS

BID FORM

Project: River Cliff Lodge – Office Renovation
River Cliff Park
1329 Tiffin Street
Fremont, Ohio 43420

Bids Due: December 3, 2020, 2:00 PM EST

To: Andy Brown, Director
Sandusky County Park District
1970 Countryside Drive
Fremont, Ohio 43420

Submitted By: Bidder : _____
Address : _____
: _____
Telephone : _____
Fax : _____
E-mail : _____

The undersigned acknowledges having received and carefully reviewed the Contract Documents prepared by: **Thomas Porter Architects, 8 N. St. Clair Street, Toledo, Ohio 43604-1028**

The undersigned also acknowledges receipt and inclusion of the following addenda in our Bid:

<u>ADDENDUM #</u>	<u>DATE</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

In submitting this Bid, the Bidder agrees to the following:

1. To hold their bid open for 90 days after receipt of bids.
2. To provide a form of bid guaranty as described in the Instructions to Bidders.
3. To enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish a Bid Guaranty and Contract Bond in accordance with the project manual.
4. To submit Certificates of Insurance for the coverage specified.
5. To accomplish the Work in accordance with the Contract Documents.
6. To complete the Work covered by this Bid within dates specified in the project manual.

BASE BIDS

The Bidder agrees to execute the work under each of the following Base Bid areas indicated for the lump sum amount(s) given therein. (See Section 01010 – Summary of Work, for work included under the Base Bid)

ITEM 1.0 – Office Renovation

Provide cost to provide all labor, materials and equipment for all demolition, construction and miscellaneous work identified as Base Bid on the contract drawings. Base bid to include allowance indicated in Section 01019 Contract Consideration.

All Labor and Materials, for the sum of \$ _____

Sum in Words _____

ALTERNATES

ALT. #1 – New Beam and Associated Columns and Foundations Work.

Provide cost to provide all labor, materials and equipment for all construction and miscellaneous work identified as Alternate #1 on the contract drawings.

All Labor and Materials, for the sum of \$ _____

Sum in Words _____

UNIT COSTS (refer to Section 01270 Unit Prices)

For changes in the project scope of work from what is indicated in the Contract Documents, the undersigned agrees that the unit prices as stated below will pertain throughout the contract period for work added to or deducted from the contract. Each unit price shall be net to the Owner for work in place and shall include all costs for labor, materials, supervision, permits, equipment, insurance, overhead and profit. To receive consideration, each bidder shall quote as part of proposal unit prices for appropriate items listed below. The Owner reserves the right prior to entering into an agreement to accept or reject any / or all unit prices.

Unit Price

- A. Relocate existing circuits in use the lodge side from demolished RP-K and relocate to BCP:A. Contractor to locate and identify which circuits are in use. \$_____/Per Circuit

BIDDERS CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
4. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations, which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Owner resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
5. The Bidder agrees that any such interference, disruption, hindrance or delay is within the contemplation of the Bidder and the Owner and that the Contractor's sole remedy for such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty or perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
7. The Bidder will execute the Contract Form with the Sandusky County Park District Board, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the School District Board as provided in Article 6 of the Instructions to Bidders.

8. The Bidder certifies that upon the execution of the Contract Form, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, will work on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Contractor acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents.
10. Bidder agrees to furnish any information requested by the School District Board to evaluate the responsibility of the Bidder.

Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form.

BIDDER'S NAME (PRINT)

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address:

Telephone Number: (____) _____

Facsimile Number: (____) _____

Where Incorporated: _____

Type of Business (circle one):

Corporation Partnership

Sole Proprietorship

Limited Liability Corporation

Federal Tax ID Number: _____

Contact Person for
Contract processing:

End of Section