

# MCKINLEY COMMUNITY OUREACH CENTER ROOF REPLACEMENT

## **Addendum #1**

- 1.) The bid form has been updated. Use the updated bid form and submit all documents per the bid requirements.
- 2.) Due to the volatility of the supply chain within the construction industry future price escalations will be paid via a change order. The contractor will be required to substantiate any cost increases from the time of bid up until the time of the project. This may include providing pricing information from the manufacturers/suppliers, original quotes, invoices of what was charged, etc. Requested escalations will not be paid without back up paperwork.
- 3.) 07410 – Standing Seam Metal Roof Panel, Panel Type = 24 Gauge, 16”

## INSTRUCTIONS TO BIDDERS/GENERAL CONDITIONS

### PART 1 GENERAL

- 1.1 Sealed bids shall be received by the Owner at the location specified and until the time and date specified in the Legal Notice.
- 1.2 Each bid shall contain the full name and address of each person or company interested, the bidder shall distinctly so state the fact.
- 1.3 Bid forms must be completed in ink or by typewriter. Any corrections to the bid forms prior to submission must be initialed by the person signing the bid. Failure to submit any bid form(s) or other required document(s) may be cause for rejection of the bidder's bid at the sole discretion of the Owner.
- 1.4 Bids by Corporations must be executed in the corporate name by the President, Vice President, or other officer accompanied, by evidence of authority to sign and the corporate seal must be affixed and attested by the Secretary on the Corporate Resolution form.
- 1.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 1.6 All names must be typed or printed below the signature.
- 1.7 The bid shall contain an acknowledgment of receipt of all Addenda.
- 1.8 If a Bidder wishes to withdraw its bid prior to the opening of bids, it shall state its purpose in writing to the Owner before the time fixed for the opening, and when reached the bid shall be handed to the bidder unread.
- 1.9 After the opening of bids, no Bidder may withdraw its bid for a period of 60 days.

### PART 2 EXAMINATION OF CONTRACT DOCUMENTS

- 2.1 Before submitting a bid, each Bidder must
  - A. Examine the Contract Documents thoroughly;
  - B. Visit the site to familiarize one's self with local conditions that may in any manner affect cost; progress, or performance of the work.
  - C. Familiarize one's self with Federal, State, and local laws, ordinances, rules and regulations, including the American Rescue Plan Act (ARPA), that may in any manner affect cost, progress or performance of the work; and
  - D. Study and carefully correlate Bidder's observations with the Contract Documents.
- 2.2 It is the responsibility of the Bidder to promptly notify the Owner's Representative of all conflicts, errors, ambiguities, or discrepancies that the bidder has discovered in or between the Contract Documents and such other related documents and/or site conditions.
- 2.3 Reference is made to the Specific Project Requirements for the identification of any reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by the Owner's Representative in preparing the drawings and specifications. Owner will make copies of such reports available to any Bidder requesting them if not made available with the bid documents. These reports are neither guaranteed as to accuracy or completeness; nor are they part of the Contract Documents. Before submitting his bid each Bidder will, at their own expense, make such additional investigations and tests as the Bidder may deem necessary to determine their bid for performance of the work in accordance with the time, price and other terms and conditions of the Contracts Documents.
- 2.4 Upon request, the Owner will provide each Bidder access to the site to conduct such reasonable investigations and tests as each Bidder deems necessary for submission for its bid.

- 2.5 The lands upon which the work is to be performed rights-of-way for access thereto, and other lands designated for use by Bidder in performing the work are identified on the drawings.
- 2.6 The submission of a bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.
- 2.7 All questions about the meaning or intent of the Bidding and Contract Documents are to be directed to the Owner's Representative in writing. Interpretations or clarifications considered necessary by the Owner's Representative in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by the Owner's Representative as having received the Bidding Documents. Questions received less than 7 days prior to the date for opening Bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

### PART 3 ESTIMATED QUANTITIES

- 3.1 In Unit Price Contracts, the quantities of the work itemized in the bid are approximate only and the Bidders are hereby notified that the estimated quantities made by the Owner's Representative are merely for the guidance of the Owner in comparing on a uniform basis all bids received for the work.
- 3.2 Unless otherwise specified the contract quantities where itemized, are based on plan horizontal and vertical dimensions. It is the Contractor's responsibility to verify and determine actual quantities of materials such as pipe, pavement, subgrade, etc. in his ordering materials.
- 3.3 Payments, except for lump sum contracts and except for lump sum items in unit price contracts, will be made to the Contractor only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the scheduled quantities of work to be done and materials to be furnished for items labeled as "Contingency" may be increased or diminished by any amount and the awarded quantity of all other items may be increased or diminished up to 15% without invalidating the bid unit prices.
- 3.4 The successful Bidder will be required to furnish the Owner with a complete breakdown of the lump sum bid items, to the satisfaction of the Owner's Representative/Architect, before signing the Contract documents.

### PART 4 CONTRACTOR'S QUALIFICATION

- 4.1 Bidder shall provide information relating to similar projects completed within the past 5 years and shall include a list of projects currently under construction including status and contact person. Bidders experience shall demonstrate capabilities to undertake this type of project in both size and scope.
- 4.2 Bidder shall own, have rental or lease agreements for, or otherwise have readily available any and all equipment and tools necessary for proper execution of the work. The Owner reserves the right to request lists of equipment or tools available for the project including sources.
- 4.3 Bidder shall provide pertinent information to the Owner relative to any pending suits or outstanding liens. If no information is provided by the Bidder, the Owner shall assume that any such suits or liens do not exist.
- 4.4 The Owner may require the same or similar information on any or all subcontractors proposed by the Bidder.
- 4.5 The Contractor and all Sub-Contractors shall complete the enclosed Responsible Contractor Checklist. Failure to accurately complete the form may result in disqualification of the bid

## PART 5 SUBCONTRACTORS

- 5.1 The Bidder shall state the appropriate contract from the names of all Subcontractors proposed and the items of work they are to be assigned. All work not assigned to Subcontractor shall be assumed by the owner to be performed by the Bidder.
- 5.2 The successful Bidder shall not subcontract work totaling more than 50% of the total contract.
- 5.3 The Owner reserves the right to approve all Subcontractors proposed by the Bidder. If the Owner, after due investigation, rejects the use of a proposed Subcontractor, the apparent successful Bidder may either submit an acceptable substitution without increase in bid price or decline substitution and withdraw its bid without sacrificing its bid security. Any listed subcontractor to whom the Owner does not make written objection prior to award of contract, shall be deemed acceptable to the Owner.
- 5.4 Requests for changes of Subcontractor by the Bidder after the award shall be subject to the Owner's approval and shall not change the contract bid prices.
- 5.5 No contractor shall be required to employ any Subcontractor, person or organization against whom he has reasonable objection.

## PART 6 BID REVIEW BY OWNER

- 6.1 The Owner reserves the right to reject any and all bids, to waive any and all informalities, and to disregard all nonconforming, nonresponsive or conditional bids.
- 6.2 All extensions and totals of unit prices and quantities submitted as part of the bid shall be considered informal until verified by the Owner. All bids must be made on the forms contained herein and the bid prices must be written therein, in figures only. Unit prices shall be separately written for "Unit Price Labor," "Unit Price Material," and "Total Unit Price" for each item listed. Should an error in addition and/or multiplication be determined while checking the Contractor's math and verifying his total bid, the "Unit Price labor" and the "Unit Price Material" figures shall govern in determining the correct "Total Unit Price" and the correct "Item Total."
- 6.3 In evaluating bids, the Owner may consider:
  - A. The qualifications and experience of the Bidder, proposed subcontractors, and principal material suppliers as outlined in the plans and specifications.
  - B. Financial ability and soundness of the Bidder and proposed subcontractors.
  - C. Completeness of all bid forms and bid requirements.
  - D. Alternates and unit prices requested in the Bid Forms
  - E. Unit prices or schedules of values that are or appear to be unbalanced
  - F. Previous contractual experience with the Owner.
  - G. Whether or not the bid package complies with the prescribed requirements.
  - H. Any other matter allowed by law or local ordinance or resolution
- 6.4 Owner may conduct further investigations as he deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the Bidders, proposed Subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 6.5 Owner reserves the right to reject the bid of any Bidder who does not pass any such evaluation to Owner's satisfaction.
- 6.6 The Contract award shall be based on the lowest and best bid for the base bid and selected alternate items (if any) for this project.

PART 7 BID SECURITY

- 7.1 Each bid must be accompanied by a certified or cashier's check in the amount of 10% of the amount bid, an irrevocable letter of credit in the amount of 10% of the amount bid or an original bond in the amount of 100% of the amount bid per ORC 153.54 and 153.571. The certified or cashier's check, or irrevocable letter of credit shall be from a financial institution authorized to transact business in the State of Ohio and acceptable to the Owner. The bond shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds." The bond shall be a "Bid Guarantee and Contract bond" ("rollover bond") per O.R.C. sections 153.54 and 153.571 submitted for the full amount of the bid including all alternates, if any.
- 7.2 The certified or cashier's check, irrevocable letter of credit, or bid bond shall be made payable to the Owner and shall serve as a guarantee that in the event the bid is accepted and a contract is awarded to the successful Bidder, the contract will be executed by the bidder including any certifications, certificates or additional bonds required by the contract.
- 7.3 Failure on the part of the successful Bidder to execute the contract documents will cause the certified or cashier's check, irrevocable letter of credit, or bid bond to be forfeited to the Owner as damages.
- A. If the Owner awards the contract without rebidding, the Bidder (and the Surety on his bond if a bid bond was submitted) shall be liable to the Owner for a penal sum not to exceed the difference between the low bid and the next lowest and best Bidder or 10% of the amount of the bid, whichever is less.
- B. If the Owner does not award the Contract to the next lowest and best Bidder but resubmits the project for bidding; the Bidder (and the Surety on his bond if a bid bond was submitted) shall be liable to the Owner for a penal sum not to exceed the costs in connection with the resubmission of bids or 10% of the amount of the bid, whichever is less.
- 7.4 Checks or letters of credit for bid security of all bidders will be returned in the manner and timeframe stipulated in the Ohio Revised Code.

PART 8 CONTRACT BOND AND MAINTENANCE BOND

- 8.1 As security for faithful performance and payment of all obligations under the Contract, the owner shall require and the successful Bidder shall furnish either:
- A. "Bid Guarantee and Contract Bond" (AKA "rollover bond") per Ohio Revised Code Sections 153.54 and 153.57
- B. Contract Bond per Ohio Revised Code Sections 153.54 and 153.57, in the amount of 100% of the Contract Price.
- 8.2 The Contractor shall provide a maintenance bond in the amount of 10% of the final contract amount which shall cover correction of the work for a period of three years, and the correction period shall start upon Final Acceptance of the entire project and final payment by the Owner.
- 8.3 The bonds shall be underwritten by a Surety Company authorized to transact business in the State of Ohio having an Ohio agent and listed on the most current Department of the Treasury Circular 570, "Surety Companies Acceptable on Federal Bonds."
- 8.4 Nothing in the performance of the Owner's Representative's service to the Owner in connection with this project shall in any way imply any undertaking for the benefit of the successful Bidder, its subcontractor(s), or the surety of any of them.

PART 9 AWARD AND EXECUTION OF CONTRACT

- 9.1 Upon the Owner's decision to enter into a contract, the successful bidder will receive the unsigned contract documents. Within 10 days after receiving the documents, the successful Bidder shall sign and deliver to the Owner said contract documents including any certifications, certificates, or additional bonds required by the contract.
- 9.2 The Owner shall execute the Contract within 60 days after the day of the bid opening. When necessary and by mutual consent between the Owner and the successful Bidder, this 60-day period may be extended.
- 9.3 The date of the Owner's signature on the Contract Agreement shall be the effective contract date.
- 9.4 The Owner shall execute and deliver to the successful Bidder two (2) sets of fully executed contract documents.

PART 10 INSURANCE

10.1 Verification of limits for public liability, property damage, automobile, Worker's Compensation, or any other insurance required by the provisions of this Contract must be submitted to the Owner prior to execution of the Contract.

A. The limits of liability for the insurance required shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

- i. State Statutory
- ii. Applicable Federal (e.g., Longshoreman's) Statutory
- iii. Employer's Liability 1,000,000

B. Bodily Injury and Property Damage, Combined Single Limit (CSL) (Except Products and Completed Operations) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverage where applicable.

- Each Occurrence 1,000,000
- General Aggregate 2,000,000

C. Automobile Liability – Owned, Non-Owned, Hired Contractor may provide split limits or combined single limit.

i. Split Limits

- Bodily Injury, Each Person: 1,000,000
- Each Occurrence 1,000,000
- Property Damage, Each Occurrence 1,000,000

ii. Combined Single Limit

- Bodily Injury and Property Damage,  
Each Occurrence 1,000,000

iii. Umbrella Excess Liability-as needed to increase Primary Policy to specified limits.

10.2 All insurance shall be endorsed so that it cannot be cancelled or non-renewed for any reason in less than 30 days after a written notice of such proposed action by the Insurer is given to the Owner. The cancellation clause on the Certificate(s) of Insurance shall read as specified in the Supplementary Conditions and failure to submit an insurance certificate and/or policy endorsement verifying same shall be reason for the Owner to consider the Contractor non-responsive in complying with the requirements for contract execution and may be cause for forfeiture of the Bid Security to Owner.

- 10.3 The Contractor's Liability Insurance policy(s) shall be endorsed such that limits are on a Per Project basis.
- 10.4 The Contractor shall also provide an Owner's and Contractor's Protective Policy for the following limits:
- |                      |           |
|----------------------|-----------|
| A. Each Occurrence   | 1,000,000 |
| B. General Aggregate | 2,000,000 |

PART 11 NON-COLLUSION AFFIDAVIT

- 11.1 Each bid must be accompanied by a completed Non-collusion Affidavit provided within the contract documents.
- 11.2 Where there is reason to believe collusion or combination among bidders exists, the Owner reserves the right to reject the bid of those concerned.

PART 12 DELINQUENT PERSONAL PROPERTY STATEMENT

- 12.1 Included with the contract documents is a Delinquent Personal Property Statement to be filled out by the successful Bidder.

PART 13 ORIGINAL DOCUMENTS

- 1.1 All bid forms, contract forms, bonds and any other bid documents or contract documents requiring signatures shall be submitted with original signatures. No photo copies, faxed copies or e-mails of signed documents shall be accepted.

PART 14 WAGE RATES

- 14.1 The Contractor agrees that each individual employed by the Contractor or any Subcontractor engaged in work on the project under this contract shall be paid by prevailing wage established by the Department of Industrial Relations of the State of Ohio as detailed in the section titled "Wage Rates." This shall occur regardless of any contractual relationship which may be said to exist between the Contractor or any Subcontractor and such individual.

PART 15 EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS

- 15.1 The Contractor's EEO Certification Form must be completed and submitted with the bid.

PART 16 DEBARMENT

- 16.1 Certification Regarding Debarment, Suspension, and Other Responsibility Matters must be completed and submitted with their bid.

PART 17 PAYMENT STRUCTURE

- 17.1 Contractor shall submit an application for payment filled out and signed by the Contractor covering the work completed as of the date of the application and accompanied by supporting documentation, no more than once a month. Until the project is 50% complete, the Contractor will be paid 92% of the estimated value of labor and material completed in acceptable form. After the project is 50% complete, no further funds shall be retained and the contractor shall be paid 100% of the estimated value of labor and material completed in acceptable form, provided that the Contractor is making satisfactory progress and there is no specific cause for

greater withholding. Upon the Owner's agreement that the project is substantially complete, the Retainage may be reduced to twice the value of the remaining punch list work subject to the approval of the Owner.



## EXPERIENCE RECORD

The Bidder is required to list previous work, give references, and other detailed information that will enable the Owner to determine Bidders qualifications for the contract. Please provide 5 years of information. Data submitted in another form must contain all the requested information. You may copy this sheet as required.

Project Name: \_\_\_\_\_

Description of work: \_\_\_\_\_

Check box: Prime Contractor: ( ) or Sub Contractor: ( )

Total Project Cost: \$ \_\_\_\_\_ Bidder's Amount: \$ \_\_\_\_\_

% Complete, or Date completed: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone:(\_\_\_\_\_) \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Project Name: \_\_\_\_\_

Description of work: \_\_\_\_\_

Check box: Prime Contractor: ( ) or Sub Contractor: ( )

Total Project Cost: \$ \_\_\_\_\_ Bidder's Amount: \$ \_\_\_\_\_

% Complete, or Date completed: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone:(\_\_\_\_\_) \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Bonding Company: \_\_\_\_\_

Project Name: \_\_\_\_\_

Description of work: \_\_\_\_\_

Check box: Prime Contractor: ( ) or Sub Contractor: ( )

Total Project Cost: \$ \_\_\_\_\_ Bidder's Amount: \$ \_\_\_\_\_

% Complete, or Date completed: \_\_\_\_\_

Project Owner: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone:(\_\_\_\_\_) \_\_\_\_\_

Owner's Representative: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Bonding Company: \_\_\_\_\_



**EQUAL OPPORTUNITY EMPLOYMENT**  
**ASSURANCE OF COMPLIANCE**

\_\_\_\_\_ (hereinafter called "BIDDER") hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (P.S. 88-352) to the end that in accordance with Title VI of that Act and the regulation, no person in the United States shall, on the ground of race, color, creed or national origin be excluded from employment by the BIDDER and hereby gives assurance that it will immediately take any measure to effectuate this agreement.

This ASSURANCE is given in consideration of and for the purpose of complying with the Equal Opportunity Employment section in the Instructions to BIDDERS and to generally qualify the BIDDER for award of the contract. The BIDDER recognizes and agrees that such contracts or purchase agreement will be extended in reliance on the representations and agreements made in this assurance, and that the OWNER shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the BIDDER, its successors, transfers, and assignees. Furthermore, the person whose signature appears below is authorized to sign this assurance on behalf of the BIDDER.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
FIRM

**EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT**

STATE OF: **OHIO**

COUNTY OF: **LAKE**

\_\_\_\_\_ being first duly sworn, deposes and says that he is \_\_\_\_\_ (President, Secretary, etc.) of the party who made this proposal; that such party as BIDDER does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the BID and contract under this proposal, said party shall take affirmative action to insure that all applicants for employment shall be considered, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best BIDDER under the foregoing proposals, this party shall post nondiscrimination notices in conspicuous places available to employees and applicants for employment setting forth the provisions of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.54 of the Ohio Revised Code in the Contract Provisions with the OWNER if selected as the successful BIDDER by the OWNER.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

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

\_\_\_\_\_  
Notary

(Seal)

**NONCOLLUSION AFFIDAVIT**

State of:       **OHIO**

County of:     **LAKE**

\_\_\_\_\_ of \_\_\_\_\_ being first duly sworn, deposes and says that he/she is \_\_\_\_\_ (sole owner, a partner, president, secretary, etc.) of the above named CONTRACTOR, the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, limited liability company, 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 any one shall refrain from bidding; that said BIDDER has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the BID price, or of that of any other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or any one interested in the proposed contract; that all statements contained in such BID are true; and, further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, limited liability company, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

(Seal)

Bond No. \_\_\_\_\_

**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 BOARD OF LAKE COUNTY COMMISSIONERS as OWNER  
and 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 100 percent of the BID including any  
alternates which may be accepted. 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 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 the 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 the awarding of the contract enters into a proper contract in accordance with the bid, plans details,  
specifications, and bills of material, which said contract is made 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, material, 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 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 Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contractor in or to the plans or specifications therefore shall in any wise affect the obligations of the said surety on its bond.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations, have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

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

PRINCIPAL

SURETY

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

IMPORTANT - Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must not exceed the underwriting limitation. Surety companies and their agents or attorneys-in-fact must be authorized to transact business in the State where the PROJECT is located and shall furnish proof to such authorization in the BID.

**CORPORATE RESOLUTION**

I, \_\_\_\_\_, Secretary of \_\_\_\_\_  
an \_\_\_\_\_ Corporation hereby certifies that the following is a true and correct  
copy of a resolution duly adopted by the Board of Directors of  
, on \_\_\_\_\_, 20\_\_\_\_, to wit:

“Resolved, that \_\_\_\_\_ of this Company, namely,  
\_\_\_\_\_ be and he hereby is authorized and directed to enter  
into any and all Contracts, BID Guaranty and Performance Bonds with the Board of Lake County  
Commissioners, for the purpose of furnishing labor and materials as to  
\_\_\_\_\_ at such price and upon terms and  
conditions, including any amendments or modifications thereto, as said  
in his sole discretion deem best, and that said actions shall be binding on the Corporation.”

“Resolved, further, that said \_\_\_\_\_ be, and he further is hereby  
authorized and directed to execute and deliver unto said Board of Lake County Commissioners other  
instruments which in his discretion he shall deem necessary to carry out the foregoing resolution.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at  
this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, and I further certify that said resolution is still in full force and effect.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

(SEAL)



Lake County Board of Commissioners  
 BID PROPOSAL FORM  
**McKinley Community Outreach Center Building Roof Replacement Project**  
 Bid is submitted to:  
 Board of Lake County Commissioners  
 105 Main Street, Building A, 5<sup>th</sup> Floor, Suite 512  
 Painesville, Ohio 44077

Proposal for McKinley Community Outreach Center Building Roof Replacement Project located in Willoughby and in accordance with the approved plans. Upon acceptance of this Proposal, it shall become part of the Contract. Due to the volatility of the supply chain within the roofing market future price escalations will be paid via a change order. The contractor will be required to substantiate any cost increases from the time of bid up until the time of the project. This may include providing pricing information from the manufacturers/suppliers, original quotes, invoices of what was changed, etc. Requested escalations will not be paid without back up paperwork.

THE UNDERSIGNED, as Bidder, declares that he has or they have carefully examined the site of the work and the form of the Contract, together with the Specifications, Plans and Profiles for the above named Improvement, and that he or they will contract to provide all necessary labor, machinery, tools and appliances and other means for the construction, and do all work called for by said Contract and said specifications, plans, and profiles and furnish all materials called for by said Contract and said specifications, plans and profiles and furnish all materials called for in the contract, plans, and specifications on file in the Office of the Lake County Board of Commissioners and in the manner therein prescribed and according to the requirements of the Owner's Representative as therein provided or to furnish materials after receipt of written notice from the Owner's Representative to begin the work, upon the following terms and for the following prices submitted herein:

Base Bid Total Labor & Material \$ \_\_\_\_\_

ITEM #	DESCRIPTION	QUANTITY	UNIT	LABOR	MATERIAL	TOTAL	
						UNIT PRICE	TOTAL
1	Drain Insert	___ TBD ___	___ PER ___	___	___	___	___ N/A ___
2	Drain Assembly from the pipe connection up. Internal plumbing not included.	___ TBD ___	___ PER ___	___	___	___	___ N/A ___
3	Wood Deck Replacement Per Square Foot	___ TBD ___	___ Sq. Ft. ___	___	___	___	___ N/A ___
4	Wood Deck Repair Per Square Foot	___ TBD ___	___ Sq. Ft. ___	___	___	___	___ N/A ___
5	Steel Deck Replacement Per Square Foot	___ TBD ___	___ Sq Ft. ___	___	___	___	___ N/A ___
6	Steel Deck Repair Per Square Foot	___ TBD ___	___ Sq. Ft. ___	___	___	___	___ N/A ___
7	Concrete Deck Replacement Per Square Foot	___ TBD ___	___ Sq. Ft. ___	___	___	___	___ N/A ___

8	Concrete Deck Repair Per Square Foot	TBD	Sq. Ft.				N/A
9	Wood Nailer Replacement Per Lineal Foot	TBD	Ln. Ft.				N/A
10	Construction Contingency Allowance	1	LUMP				\$45,000.00



## **PRICES TO INCLUDE**

Any work shown on the plans or required in the specification but not paid for separately as a bid item shall be included in the cost of other bid items. The amount bid shall include the following:

1. All labor, materials, tools, equipment and transportation necessary for the proper execution of the work in accordance with Contract Documents.
2. All assistance required by the Owner's Representative to verify compliance with the Contract Documents, including measuring for final pay quantities.
3. Project coordination and scheduling.
4. Detailed breakdown of lump sum bid items as requested by the Owner's Representative.
5. All provisions necessary to protect workmen, the general public and property along the work in accordance with the Contract Documents and OSHA requirements.
6. All costs for inspection by a representative of the Owner. Costs for all other inspection required herein.
7. Reimbursement to Owner for costs for re-inspection or re-testing of any work not installed in compliance with the Contract Documents.
8. All provisions included as described or implied in this Prices to Include Section for each Bid Item listed.
9. Mobilization, including toilet facilities for duration of the project.
10. Preconstruction video.
11. Bonds and insurances and/or endorsements required to fully comply with and adhere to the Contract specifications.
12. Completion and execution of all work shown, specified, or implied regardless of specific mention of such work in this section herein. Costs for all work items not specifically mentioned herein shall be included in the related items bid.

### 1.01 Bid Item 12 – Construction Contingency Allowance

A. The Contractor shall include a Construction Contingency Allowance of \$45,000 in the bid proposal grand total. The Construction Contingency Allowance shall be used as specified by the Owner during construction as a general payment mechanism for agreed upon additional work that may include deck replacement and unforeseeable site conditions.

B. Bid Item 12 provides an allowance for which the contractor can perform additional work as directed by the Owner, and the work shall be included in a pay application. Use of this allowance shall be with written authorization of the Owner.

C. All unused allowance funds shall be credited back to the Owner upon completion of the project.



Lake County, Ohio Responsible Contractor Checklist

Failure to accurately complete this form may result in disqualification of the bid. The County will use this information during the bid review process. All subcontractors are also subject to the approval of the Administrator, or their designee, based on the following considerations and are required to submit the same documentation. You may use additional pages if needed.

Company/Contractor \_\_\_\_\_
Contact \_\_\_\_\_ Title \_\_\_\_\_
Address \_\_\_\_\_
City \_\_\_\_\_ State \_\_\_\_\_
Zip \_\_\_\_\_
Phone \_\_\_\_\_ Fax \_\_\_\_\_
Email \_\_\_\_\_
Federal ID # \_\_\_\_\_

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

- 1. Provide a description of experience with projects of comparable size, complexity, and cost within the past five years that demonstrates the contractor's ability and capacity to perform at least fifty percent (50%) of the project with its own forces.
2. Has your company bid on any public project within the last five years in which your company was disqualified?
No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
3. Provide documentation from projects during the past five years detailing timeliness of performance, quality of work, extension requests, findings, fines and penalties imposed and payment thereof, including liquidated damages, liens, history of claims for extra work, and contract defaults with explanations of same.
4. Provide documentation of financial responsibility, including but not limited to a bid bond/performance guarantee.
5. Has your company had any suspension or revocation of any professional licenses of any director, officer, owner or managerial employee to the extent that any such licensure is necessary to perform the work contemplated by the contract?
No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

6. In the last five years, has your company committed any OSHA violations or received any OSHA citations?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain and provide a description and explanation of the remediation or other steps taken regarding such violations and notices of violation(s) and/or citations \_\_\_\_\_
7. Has your company committed any violations within the previous five years pertaining to unlawful intimidation or discrimination against any employees by reason of race, creed, color, disability, sex or national origin and/or violations of an employee's civil or labor rights, or equal employment opportunities?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
8. Has your company been involved in litigation in which it has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years? Please include copies of all pleadings.  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
9. Has your company, any of its high level management personnel, or any of its owners been convicted of a federal or state criminal offense, including embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
10. Has your company, high level management personnel, or any of its owners been convicted of a criminal offense in connection with the obtaining, attempting to obtain, and/or performing any public or private contract?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
11. Has your company committed any violations of the prevailing wage law and any other federal or state labor laws including, but not limited to, child labor laws, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
12. Has your company committed any violations of workers' compensation laws?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
13. Has your company, its officers, directors, owners and/or managerial employees been convicted or indicted for any crime within the past five years? This includes previous companies in which current principals of your company or subcontractors were affiliated.  
 No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_
14. Has your company had a performance bond canceled or had a claim made on a performance bond over the previous five years?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

15. Has your company failed to file any required tax returns or pay any required taxes to any governmental entity?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

16. Does your company have a substance abuse program that includes testing and treatment?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

17. Does your company have a written safety and health program that includes, but is not limited to training, inspections, and complaint procedures?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

18. Does your company have documentation to demonstrate that it currently employs or has a reliable source for hiring sufficient, legal, qualified, skilled, and safety trained workers to perform the project?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

19. Does your company provide health insurance?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

20. Does your company offer or participate in an apprenticeship program, dual training program, or an internship program?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, identify and explain if such programs are recognized, formal, accredited, and/or certified, paid, long-term training programs for skilled jobs. \_\_\_\_\_

21. Does your company hire independent contractors (IRS Form 1099) to perform its work?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

22. Does your company have any familial relationship between the owners or employees with any elected or appointed officials or managerial employees of Lake County?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

23. Has your company identified all work to be subcontracted?

No \_\_\_\_\_ Yes \_\_\_\_\_ If Yes, Explain \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Affiant's Printed Name

\_\_\_\_\_  
Company/Corporation

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Notary

(Seal)