

INSTRUCTIONS TO BIDDERS

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A. BIDDER'S PLEDGE AND AGREEMENT

1. Each Bidder acknowledges that this is a public project involving public funds and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. Each Bidder by submitting a bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional, and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.

B. EXAMINATION OF CONTRACT DOCUMENTS AND SITE CONDITIONS AND RELIANCE UPON TECHNICAL DATA

1. Each Bidder shall have a competent person carefully and diligently review each part of the Contract Documents, including the Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors, or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least ten (10) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors, or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment, or materials of the better quality or greater quantity of Work and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any Change Order, additional compensation, or additional time on account of such conditions for any conflicts, inconsistencies, errors, or omissions that would have been discovered by such careful and diligent review, unless it has given prior written notice to the Design Professional.
2. Each Bidder shall have a competent person carefully and diligently inspect and examine the entire site and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, including location, condition, and layout of the site and the location of utilities, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder's bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not be entitled to any Change Order, additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data identified in the Owner-Contractor Agreement (e.g., any soils exploration reports, soil boring logs, site survey, or abatement reports) in preparing its bid, but such technical data are not part of the Contract Documents. Except for the limited reliance described in the preceding sentence, Bidder may not, if awarded a contract for the Work, rely upon or make any Claim against the Owner or Design Professional, or any of their agents or employees, with respect to any of the following:
 - (a) the completeness of such reports and drawings for Bidder's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by the successful Bidder and safety precautions and programs incident thereto; or

(b) any interpretation by the successful Bidder of or conclusion drawn from any technical data or any such other data, interpretations, opinions, or information. For example, all interpolations and extrapolations of data performed by the Bidder to estimate locations or quantities of subsurface strata are independent factual assumptions, which Owner does not warrant.

4. Each Bidder will be deemed to have actual knowledge of all information provided or discussed at the pre-bid meeting.

C. PROJECT

1. The Project is the Middle School Partial Roof Replacement Project (“the Project”). The Project and Work for the Project consists of removal of existing roofing system and installation of new roofing system to Area 1 at West Clermont Middle School located at 1341 Clough Pike, Batavia, Ohio 45103, in accordance with the Drawings and Specifications prepared by the Design Professional.

2. The Design Professional for the Project is:

Elevar Design Group
555 Carr Street
Cincinnati, Ohio 45203
Design Professional Representative: Dan Montgomery
Email: dmontgomery@elevar.com

D. WORK

1. Only one contract will be issued by the Owner for constructing the Project, the General Contract, which will cover all scopes of work necessary to construct the Project.

2. The Contractor awarded the General Contract (General Contractor) will be responsible for the performance and coordination of any and all subcontractors and suppliers either directly or indirectly contracted with the General Contractor.

3. Owner may provide Bidders access to the Project site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations and Owner’s policies relative to excavation and utility locates. Bidders must follow COVID-19 safety protocols required by law or requested by the Owner. Bidders may visit the site by contacting Chuck LaFata, Director of Operations, at 513-943-5019 to set an appointment.

E. ESTIMATE OF COST

The total estimated construction cost for the base bid is **\$160,500**.

The Bidder’s base bid shall include the following allowances: None

The total estimated construction cost of each Alternate for the Project per Section 012300, is as follows:

	Alternate Description	Add or Deduct	Estimated Cost
Alt. No. 1	Recover roof areas 2 and 3, including replacement of all roof drains	Add	351,000

F. CONTRACT DOCUMENTS AND PRE-BID MEETING

1. The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.
2. Electronic copies of the Contract Documents, including plans, specifications, and estimated costs for the project, will be available by request, from the office of Key Blue Prints, Inc., 411 Elliott Avenue, Cincinnati, Ohio 45215. Documents may also be viewed at www.keycompanies.com at no charge. Bidders may purchase copies of the Contract Documents at a non-refundable cost per set to be paid directly to Key Blue Prints upon purchase.
3. Bidders shall use complete sets of Contract Documents in preparing bids. Neither the Owner nor the Design Professional assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents.
4. The Owner or the Design Professional, in making the Contract Documents available on the above terms, does so only for the purpose of obtaining bids on the Work and does not confer a license or grant for any other use.
5. A pre-bid conference will be held on **March 22, 2023 at 10.30 a.m.** at the West Clermont Local School District Board of Education located at 4350 Aicholtz Road, Suite 220, Cincinnati, Ohio 45245.

Attendance is highly recommended. The Owner shall not be held liable if a bidder is unable to attend due to technical or other issues or obstructions.

G. PREPARATION OF BIDS

1. All bids must be submitted on the "Bid Form" furnished with the Contract Documents.
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. If there is an inconsistency or conflict in the bid amount, the lowest amount shall control, whether expressed in numbers or words.
3. Bidders shall note receipt of Addenda on the Bid Form. If the Bidder fails to acknowledge receipt of each Addendum, the Bid shall be deemed non-responsive, unless the Bid amount clearly and unambiguously reflects receipt of the Addendum or the Addendum involves only a matter of form and does not materially affect the price, quantity or quality of the Work to be performed.
4. Each Bidder shall submit **2 originals** of its bid to the Owner. The Bid Form shall be signed with the name typed or printed below the signature. A Bid shall not be submitted by facsimile transmission or any other electronic means. 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, plainly marked on the outside "WEST CLERMONT LOCAL SCHOOL DISTRICT - MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT PROJECT BID" and addressed as follows:

**West Clermont Local School District Board of Education
ATTN: Chuck LaFata, Director of Operations
4350 Aicholtz Road, Suite 220
Cincinnati, Ohio 45245**

MIDDLE SCHOOL PARTIAL ROOF REPLACEMENT PROJECT – INSTRUCTIONS TO
BIDDERS ITB-4

Bids must be received at the location designated above before 2:00 p.m., local time on **March 28, 2023**.

Hand deliveries to this location are preferred. Hand deliveries during operating hours and must be made before the deadline. However, Respondents are responsible for confirming current operating hours at 513-943-5000.

A public bid opening will take place immediately after the time for submitting bids has expired at the West Clermont Local School District Board of Education located at 4350 Aicholtz Road, Suite 220, Cincinnati, Ohio 45245.

The Owner shall not be held liable if a bidder is unable to attend due to technical or other issues or obstructions.

6. **The completed Bid Form shall be accompanied by the following completed documents:**

Bid Guaranty and if applicable, Contract Bond (See Paragraph G.8 below.)

Contractor's Qualification Statement (See Paragraph H.4 below.)

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

- a. Sign the bid and check to ensure all blank spaces have been filled in with requested information and that the specified accompanying documents (listed in Paragraph G.6 above) have been included in a sealed opaque envelope addressed as described in item Paragraph G.5 above.
- b. When 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. If it is not indicated, it will be conclusively presumed that the amount is a deduction.
- c. When the Bid Form provides for quoting a unit price, the Bidder should quote the unit price as set forth in the Contract Documents and as described in Paragraph L.1 below.
- 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 (if the Bid Guaranty is in the form of a certified check, letter of credit, or cashier's check) is for a specific sum in an amount as instructed in Paragraph G.8.a below. If the Bid Guaranty is in the form of the Bid Guaranty and Contract Bond, the amount may be left blank; if an amount is inserted, it must equal the total of the base bid plus the amount of all add alternates included in the bid. If inserted, then the failure to state an amount equal to the total of the base bid and all add alternates shall make the bid non-responsive if the Owner selects alternates not included in the amount.
- f. Make sure that the appropriate bid package and scope of work is inserted in the correct space on the Bid Guaranty and Contract Bond Form. Failure to include work covered by the bid submitted may make the bid non-responsive.

8. Bonds and Guarantees

- a. **Bid Guaranty:** Bidder shall furnish a Bid Guaranty, in the form prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Base Bid plus the amount of all Add Alternates included in the Bidder's bid, 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 a

form satisfactory to the Owner in an amount equal to 10% of the bid. Bid amount shall be the total of all sums bid, including all add alternatives, but excluding all deduct alternatives. NOTE: AIA or EJCDC Bid Bond forms are not acceptable.

- 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 bid, shall furnish a Contract Bond in the form Contract Bond included in the Contract Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA or EJCDC Bond forms are not acceptable.
- c. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner. 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 acceptable to the Owner, in its sole discretion
- d. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
- e. Surety bonds shall be supported by credentials showing the Power of Attorney of the agent, a certificate showing the legal right of the Surety 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 should be typed or printed on each bond.

H. METHOD OF AWARD

1. **All bids shall remain open for acceptance for sixty (60) days** following the day of the bid opening, but the Owner may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
2. The Owner reserves the right to reject any, part of any, or all bids and to waive any informalities and irregularities. The Bidder expressly acknowledges this right of the Owner to reject any or all bids or to reject any incomplete or irregular bid. Bidders must furnish all information requested on or accompanying the Bid Form. Failure to do so may result in disqualification of the bid.
3. Determination of the 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 bid that is responsive to the bidding requirements, taking into consideration accepted alternates. In evaluating bids, the Owner may consider the qualifications of the Bidders, whether or not the bids comply with the prescribed requirements, and alternates and unit prices, if requested, on the Bid Form. The Owner may also consider the qualifications and experience of subcontractors and suppliers. The Owner may conduct such investigations as are deemed necessary to establish the qualifications and financial ability of the Bidder and its subcontractors and suppliers. The factors the Owner may consider in determining which bid is the lowest responsible include the factors set forth below. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.
 - a. The Bidder's work history. The Bidder should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than the Owner's Project, on time and in accordance with the applicable Contract Documents, and based upon the Bidder's claims

history. If the Bidder's management operates or has operated another construction company, the Owner may consider the work history of that company in determining whether the Bidder submitted the lowest responsible bid.

The Owner will consider the Bidder's prior experience on other projects of similar scope and/or complexity including prior projects with the Owner and/or Design Professional, including the Bidder's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time, and will also consider its ability to work with the Owner and Design Professional as a willing, cooperative, and successful team member. Bringing overstated claims, an excessive number of claims, acting uncooperatively, and filing lawsuits against project owners and/or their design professionals on prior projects of similar scope and/or complexity will be deemed evidence of a Bidder's inability to work with the Owner and Design Professional as a willing, cooperative, and successful team member.

The Bidder authorizes the Owner and its representatives to contact the owners and design professionals (and construction managers, if applicable) on projects on which the Bidder has worked and authorizes and requests such owners and design professionals (and construction managers) 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, directly or indirectly, on its behalf or for its benefit brings an action against any of such owners or design professionals (or construction managers) or the employees of any of them as a result of or related to such candid evaluation, the Bidder will indemnify and hold harmless such owners, design professionals (and construction managers) and the employees of any of them from any claims, whether or not proven, that are part of or are related to such action and from all legal fees and expenses incurred by any of them arising out of or related to such legal action. This obligation is expressly intended for the benefit of such owners, design professionals (and construction managers), and the employees of each of them.

- b. The Bidder's financial ability to complete the Contract successfully and on time without resort to its Surety.
- c. The Bidder's prior experience with similar work on comparable or more complex projects.
- d. The Bidder's prior history for the successful and timely completion of projects, including the Bidder's history of filing claims and having claims filed against it.
- e. The Bidder's equipment and facilities.
- f. The adequacy, in numbers and experience, of the Bidder's work force to complete the Contract successfully and on time.
- g. The Bidder's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act, the Ohio Prevailing Wage laws, and Ohio ethics laws.
- h. The Bidder's participation in a drug-free workplace program acceptable to the Owner, and the Bidder's record for both resolved and unresolved findings of the Auditor of State for recovery as defined in Section 9.24 of the Ohio Revised Code.
- i. The Owner's prior experience with the Bidder's surety.
- j. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.
- k. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
- l. The number of years the Bidder has been actively engaged as a contractor in the construction industry.
- m. Financial responsibility demonstrated by the Bidder and whether Bidder possesses adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the Project and whether any claims have

been made against performance bonds secured by the bidder on other construction projects.

- n. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
4. **Qualifications Statement.** Each Bidder will submit with its bid a completed Contractor Qualifications Statement, which is included with the Contract Documents, and thereafter provide the Design Professional promptly with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder shall submit any requested additional information within 24 hours of the date on the request.
5. The failure to submit requested information on a timely basis may result in the determination that the Bidder has not submitted the lowest responsible bid.
6. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest responsible bidder shall be final and conclusive, and that if the Bidder or any person on its behalf challenges such determination in any legal proceeding, whether or not proven, the Bidder will indemnify and hold the Owner and its employees and agents harmless from any claims included or related to such legal proceeding, whether or not proven, and from legal fees and expenses incurred by the Owner, its employees, or agents that arise out of or are related to such challenge.
7. **After bid opening, within 24 hours of a request made by the Owner or Design Professional, the apparent low Bidder and any other Bidder so requested must submit the following:**
 - a. **SUBCONTRACTORS:** For all subcontracts with an estimated value of at least \$20,000, a list of all Subcontractors that the Bidder will use to construct the Project, as well as an indication of whether or not the Bidder has ever worked with a proposed Subcontractor before, including the following information for the three most recent projects on which the Bidder and each Subcontractor have worked together:
 - Project Owner
 - Project Name
 - Subcontract Scope
 - Subcontract Value
 - Owner's contact name and phone number.

If Bidder and a proposed Subcontractor have not worked together on at least three projects in the five years, Bidder must submit the information set forth above for the three most recent similar projects to the Project that a proposed Subcontractor has worked on.

The above Subcontractor information, as well as the information pertaining to each proposed Subcontractor, shall be used in the Owner's determination of the lowest responsible bid.

Once a Bidder identifies its proposed Subcontractors as set forth herein, and Owner makes no objections, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.

- b. **FINANCING:** The following additional financial information is not a public record under Ohio Revised Code Section 149.43 and will be kept

confidential, except under proper order of a court, per Ohio Revised Code Section 9.312(A).

i. Provide a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

- Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);
- Net Fixed Assets;
- Other Assets;
- Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes); and
- Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

ii. Provide the name and address of firm preparing attached financial statement, and date thereof.

iii. If the attached financial statement is not for the identical organization named in the completed Contractor's Qualification Statement submitted with the bid, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

8. Affidavit as to Personal Property Taxes. Each successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by Section 5719.042, Ohio Revised Code, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
9. No Bidder may withdraw its bid within **sixty (60)** days after the date bids are opened. The Owner reserves the right to waive any formalities or irregularities or to reject any or all bids.
10. The Owner 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.
11. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

I. EXECUTION OF CONTRACT

1. Within the time designated by the Owner or Design Professional after award of the Contract, the successful Bidder shall execute and deliver to the Owner or Design Professional the required number of copies of the Owner-Contractor Agreement, in the form included in the Contract Documents, and all accompanying documents requested, including, but not limited to, a Contract Bond (if applicable), insurance certificates, and a valid Workers' Compensation Certificate. The successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until the Agreement is executed by the Owner.

J. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus are specified. Each bid will be based on these brands, which may be referred to in the Contract Documents as Standards. The use of another brand (referred to as a substitution or proposed equal in the Contract Documents, when a bidder or the contractor seeks to have a different brand of material or apparatus than that specified approved by the Owner for use in the Project) may be requested as provided herein.
2. The products specified in the Contract Documents establish a standard of required function, dimension, appearance, and quality.
3. Bidders wishing to obtain approval to bid non-specified products shall submit written requests to the Design Professional a minimum of ten (10) calendar days before the bid date and hour. To facilitate the submission of requests, a Pre-Bid Substitution Form is included in the Contract Documents. The Bidder 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 the name of the proposed manufacturer and/or product and a complete description of the proposed product including the manufacturer's name and model number or system proposed, drawings, product literature, performance and test data, color selections or limitations, and any other information necessary for evaluation. Include a statement including any changes in other materials, equipment, or other work that would be required if the proposed product is incorporated in the materials, equipment, or other work that would be required if the proposed product is incorporated in the work. The burden of proof of the merit of the proposed product is on the proposer. The Design Professional's decision on approval of a proposed product will be final.

The following will be cause for rejection of a proposed substitution:

- a. Requests submitted by subcontractors, material suppliers, and individuals other than Bidders;
 - b. Requests submitted without adequate documentation;
 - c. Requests received after the specified cut-off date.
4. When the Design Professional approves a product submission before receipt of bids, the approval will be included in an Addendum, and Bidders may include the pricing of this product in their bid. Bidders shall not rely on approvals made in any other manner.
 5. In proposing a non-specified product or a substitution, the Bidder represents and warrants that each proposed product 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 and the Owner's consultants as a result of a non-specified or substitute product that is accepted.
 6. Following the award of the Contract, there shall be no substitutions for specified products, except pursuant to a Change Order. The Owner in its sole discretion may decline to consider a substitution for a Change Order.

K. ALTERNATES

1. The Owner may request bids on alternates. If the Owner requests 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 on its Bid Form the cost of an alternate selected by the Owner and applicable to the Bidder's work shall 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 may include alternates, which may include deduct alternates as well as add alternates, to give it flexibility to build the Project with the funds 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 the 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 Bidder submitting the lowest responsible bid 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. If, 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.

L. UNIT PRICES

1. Where unit prices are requested in the Bid Form 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 Design Professional determines that the use of such unit prices will cause substantial inequity to either the Contractor or the Owner.

M. ADDENDA

1. The Owner reserves the right to issue Addenda changing, altering, or supplementing the Contract Documents prior to the time set for receiving bids. The Design Professional will issue the Addenda to clarify bidders' questions and/or to change, alter, or supplement the Contract Documents.
2. Any explanation, interpretation, correction, or modification of the Contract 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.
3. Bidders shall submit written questions to **Dan Montgomery at dmontgomery@elevar.com by 12:00 Noon, March 23,, 2023** to allow sufficient time for the Design Professional to respond. All Addenda will be issued, except as here after provided, and e-mailed or otherwise furnished to persons who have obtained Contract Documents for the Project, at least seventy-two (72) hours prior to the published time for the opening of bids, excluding Saturdays, Sundays, and legal holidays. If any Addendum is issued within such seventy-two (72) hour period, then the time for opening of bids shall be extended one (1) week with no further advertising of bids required.
4. Copies of each Addendum will be sent only to the Bidders to whom Contract Documents have been issued and to Plan Rooms where copies of the Contract Documents are maintained. Receipt of Addenda shall be indicated by Bidders in the space provided on the Bid Form. Bidders are responsible for acquiring issued Addenda in time to incorporate them into their bid. Bidders should contact the Design Professional prior to the bid opening to verify the number of Addenda issued.
5. Each Bidder shall carefully read and review the Contract Documents and immediately bring to the attention of the Design Professional any error, omission, inconsistency, or ambiguity therein.

6. If a Bidder fails to indicate receipt of all Addenda through the last Addendum issued by the Design Professional 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.

N. INTERPRETATION

1. If a Bidder contemplating submitting a bid for the proposed Project is in doubt as to the true meaning of any part of the Contract Documents, it may submit a written request for an interpretation thereof to **Dan Montgomery at dmontgomery@elevar.com by the deadline for questions per paragraph M.3 above.** Any interpretation of the proposed documents will be made by Addendum only, duly signed by the Design Professional, and a copy of such Addendum will be mailed or delivered to each Bidder receiving a set of Contract Documents and each plan room where the Contract Documents are maintained. The Owner will not be responsible for any other explanation or interpretation of the proposed documents.
2. In interpreting the Contract Documents, words describing materials that have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with the well-known meaning recognized by the trade.
3. Bidders are responsible for notifying the Owner and the Design Professional in a timely manner of any ambiguities, inconsistencies, errors, or omissions in the Contract Documents. The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request was made by the Bidder prior to the bid opening.

O. STATE SALES AND USE TAXES

1. The Owner is a political subdivision of the State of Ohio and is exempt from taxation under the Ohio Sales Tax and Use Tax Laws. 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 Ohio Department of Taxation Construction Contract Exemption Certificate to the vendors or suppliers when the materials are acquired. The Owner will execute properly completed certificates on request.

P. DATE FOR SUBSTANTIAL COMPLETION/DATE FOR FINAL COMPLETION /LIQUIDATED DAMAGES

1. The Date for Substantial Completion (aka Contract Time), Date for Final Completion, and Liquidated Damages shall be as defined and set forth in the Owner-Contractor Agreement. **By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.**

Q. OWNER'S RIGHT TO WAIVE DEFECTS AND IRREGULARITIES

1. The Owner reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the bid in any material respect or otherwise give the Bidder a competitive advantage.

R. MODIFICATION/WITHDRAWAL OF BIDS

1. Modification. A Bidder may modify its bid by written communication to the Owner addressed to the Owner's Representative at any time prior to the scheduled closing time for receipt of

bids, provided such written communication is received by Owner's Representative prior to the bid deadline. 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. If the Bidder's written instructions with the change in bid reveal the bid amount in any way prior to the bid opening, the bid may be rejected as non-responsive.

2. Withdrawal Prior to Bid Deadline. A Bidder may withdraw its bid at any time for any reason prior to the bid deadline for the opening of bids. The request to withdraw shall be made in writing to and received by the Owner prior to the time of the bid opening.
3. Withdrawal after Bid Deadline.
 - a. All bids shall remain valid and open for acceptance for a period of at least 60 days after the bid opening; provided, however, that a Bidder may withdraw its bid from consideration after the bid deadline when all of the following apply:
 - (1) the price bid was substantially lower than the other bids;
 - (2) 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;
 - (3) the bid was submitted in good faith; and
 - (4) the Bidder provides written notice to the Owner, to the attention of the Owner's Representative, within two (2) business days after the bid opening for which the right to withdraw is claimed.
 - b. No bid may be withdrawn under this provision if the result would be the awarding of the contract on another bid for the bid package from which the Bidder is withdrawing its bid to the same Bidder.
 - c. If a bid is withdrawn under this provision, the Owner may award the Contract to another Bidder determined by the Owner to be the lowest responsible bidder or the Owner may reject all bids and advertise for other bids. In the event the Owner advertises for other bids, the withdrawing Bidder shall pay the costs incurred in connection with the rebidding by the Owner, including the cost of printing new Contract Documents, required advertising, and printing and mailing notices to prospective bidders, if the Owner finds that such costs would not have been incurred but for such withdrawal.

S. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.
 - b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

T. FINDINGS FOR RECOVERY

1. By submitting its bid, each Bidder certifies for reliance of the Owner that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by Section 9.24 (F) of the Ohio Revised Code.

END OF INSTRUCTIONS TO BIDDERS