



City of Gahanna
Department of Parks and Recreation
200 South Hamilton Road • Gahanna, OH 43230
614.342.4050 Phone • 614.342.4100 Fax • www.gahanna.gov

INVITATION FOR BID

2025 PRICE ROAD EXPLORATION CENTER RENOVATION, PK-22-02

BID OPENING DATE: JUNE 24, 2025 AT 4:00PM, LOCAL TIME

Company Name Submitting Bid

Street Address

City, State, Zip

Telephone Number

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NOTICE TO BIDDERS

Sealed bids will be received by the City of Gahanna, Ohio ("Owner") until **4 pm**, local time, on **June 24, 2025**, through the Owner's electronic bidding system for all labor, material, and services necessary for the **2025 Price Road Exploration Center Renovation, PK-22-02** (the "Project"), as more fully described in the Contract Documents prepared by the City of Gahanna. Bids received after this time will not be accepted. Bids will be opened publicly and read immediately thereafter. Subject to the right of the Owner to reject any or all bids, the Owner will award contracts to the bidder(s) submitting the lowest and best bid(s).

Engineer's Estimate: \$1,885,933.49 (Base Bid)

The Owner utilizes an online electronic bidding system through BidExpress as its sole method of bid submission for projects and contracts that are subject to competitive bidding. Bidders new to the Owner's electronic bidding system must first register on the BidExpress website (www.bidexpress.com) to create an InfoTech Digital ID which is used to digitally sign bids. Registration is free. It can take up to five (5) business days to process a digital ID and it is highly recommended that a Digital ID be enabled 48-hours in advance of submitting an electronic bid. Bidders must plan accordingly. For additional guidance regarding the owner's electronic bidding system, bidders must contact Bid Express directly.

The Project consists of renovations and site work at a City-owned property. The renovations include converting a 5,500 square foot residential building to a multi-purpose park facility, which will include selective demolition, construction of a new deck, three multi-purpose rooms, two restrooms, a reception area, unoccupied utility spaces, and other related work. In the building interior, demolition has been completed to the studs. Site work will include construction of two new parking lots, installation of a new sewer lateral, lighting, grading, sidewalks, landscaping, and other related work. It is anticipated that the work will commence on **September 5, 2025** and be completed by **May 13, 2026**.

An optional pre-bid Open House will be held at 94 Price Road on **June 4, 2025. The property and structure will be open for viewing from 8 AM to 4 PM.** Questions will be received only in Bid Express until **June 16, 2025, at 11 am.**

Copies of the bid documents may be obtained through the Owner's electronic bidding system. A complete set of the Contract Documents is available for examination at the office of the Director of Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours without charge.

All bids must be accompanied by a Bid Guaranty and Contract Bond for the full amount of the bid (including all add alternates) as described in the Information and Requirements for Bidders. If State or Federal Labor Standards Provisions and State Wage Decisions are applicable to this project it will be a part of the contract documents.

Bidder may withdraw its bid within sixty (60) days after the bid opening. The Owner reserves the right to waive irregularities in bids, to reject any or all bids, and to conduct such investigation as necessary to determine the lowest and best bidder for each contract.

Stephania Ferrell, Director of Parks and Recreation

Advertise: May 27, 2025 & June 3, 2025

INFORMATION AND REQUIREMENTS FOR BIDDERS

Information and Requirements for Bidders Coversheet (the "Coversheet")

Each Bidder shall be responsible for submitting its Bid in accordance with the instructions in this Information and Requirements for Bidders, for the bid opening, before **4 PM** (local time) on **June 24, 2025** (the "Bid Deadline").

The Bid shall be submitted through the Owner's electronic bidding system, as its sole method of bid submission for projects and contracts that are subject to competitive bidding. Bidders new to the Owner's electronic bidding system must first register on the BidExpress website (www.bidexpress.com) to create an InfoTech Digital ID which is used to digitally sign bids. Registration is free. It can take up to five (5) business days to process a Digital ID and it is highly recommended that a Digital ID be enabled 48 hours in advance of submitting an electronic bid. Bidders must plan accordingly. For additional guidance regarding the Owner's electronic bidding system, bidders must contact Bid Express directly. Each Bidder shall be responsible for submitting its electronic Bid as instructed by the Owner, before the Bid Deadline.

The Design Professional (referred to as the "Design Professional" or "Engineer" in the Contract Documents) is:

Building Renovation Improvements

Kenneth Cleaver
MA Design
775 Yard Street, Suite 325
Columbus, OH 43212
614-764-0407

Site Civil Improvements

Joel Perry
American Structurepoint, Inc.
2550 Corporate Exchange Drive, Suite 300
Columbus, OH 43231
614-901-2235

MEP Improvements

Brett Kramer
Kramer Engineers
394 Oak Street
Columbus, OH 43215
614-233-6911

If no other individual is named, then the City Engineer shall be considered to be the Project Design Professional.

The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for the **2025 Price Road Exploration Center Renovation, PK-22-02** (the "Project").

The Date for Substantial Completion is **May 13, 2026**.

The total estimated construction cost for the base bid Work on the Project for which bids are being solicited at this time is \$ **\$1,885,933.49 (Base Bid)**

A complete set of the Contract Documents is available for examination, without charge, on Bid Express or at the Office of the Director of Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours.

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- W. FEDERAL FUNDING
- X. OHIO PUBLIC WORKS COMMISSION FUNDING

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 seven (7) calendar 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 additional compensation 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 additional compensation, or additional time on account of such conditions.
3. The Bidder may rely upon the general accuracy of any technical data (e.g., 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;
 - (b) other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

- (c) 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. OWNER & DESIGN PROFESSIONAL

- 1. The Owner is:

City of Gahanna

Telephone: 614-342-4050

Email: catherine.eichel@gahanna.gov

The Owner's Representative is **Al Robinson** Anser Advisory Management LLC)

- 2. The Design Professional (referred to as the "Design Professional" or "Engineer" in the Contract Documents) is set forth in the Coversheet.

D. PROJECT

- 1. The Project and Work for the Project consists of all labor, materials, equipment, and services necessary for the Project as identified in the Coversheet, all in accordance with the Drawings and Specifications prepared by the Design Professional. The Project will be substantially complete by the Date for Substantial Completion, identified in the Coversheet.

E. WORK

- 1. The Project consists of the contract(s) for work on the Project identified in the Coversheet. Individual bid package estimates are provided for the Bidder's information only.

F. ESTIMATE OF COST

- 1. The total estimated construction cost for the base bid Work on the Project for which bids are being solicited at this time is set forth in the Coversheet.

G. CONTRACT DOCUMENTS

- 1. The Contract Documents consist of the Contract Documents listed in Section 1 of the Owner-Contractor Agreement.
 - a. A complete set of the Contract Documents is available for examination, without charge, at the Office of the Director of Engineering, 200 South Hamilton Road, Gahanna, Ohio 43230 during its normal business hours, as well as on BidExpress as identified in the Coversheet.
 - b. 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.
 - c. 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.

H. PREPARATION OF BIDS

1. All bid documents in **Appendix C** must be completed and submitted at the time of the bid opening including but not limited to a Bid Guaranty. See Section H.7 below. All bids must be submitted on the Bid Form furnished with the Contract Documents.
2. Fill in all blank spaces, in ink or typewritten, in words and figures, and in figures only where no space is provided for words: sign the Bid Form. 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 all Addenda by signing and including as an attachment under Contractor's Qualifications Statement (Additional Material) section on BidExpress. 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 affect the price, quantity, or quality of the Work to be performed in any material manner.

The bid opening shall be extended one (1) week if any addenda is issued within a seventy-two (72) hour period prior to the bid opening, excluding Saturdays, Sundays and legal holidays, with no further advertising of bids required unless otherwise noted in the addendum. It is the sole responsibility of the bidder to ensure that their bid is received in the proper time before the bid deadline.
4. Each Bidder shall submit their bid only through the Owner's electronic bidding system as set forth in the Coversheet. The Bid Form shall be signed with the name typed below the signature. 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. The completed Bid Form shall be accompanied by the following documents: All bid documents in **Appendix C** located on BidExpress. Any change in the wording or omission of specified accompanying documents may cause the bid to be rejected.
6. 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 the specified accompanying documents (listed in Item 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 Bid Documents.
 - d. When applicable, make sure that the Bid Guaranty is properly executed and signed by:
 - 1) The Bidder
 - 2) The Surety or Sureties
 - e. The form of Bid Guaranty must be a Bid Guaranty and Contract Bond, and the amount may be left blank; if an amount is inserted, it must equal the total of the base bid and all add alternates included. If an amount is inserted, the failure to

state an amount equal to or greater than the total of the base bid and all add alternates that are accepted shall make the bid non-responsive.

- 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.
- g. Combination Bids. The Owner may provide the option of submitting a combination bid on the Bid Form.
 - (1) When there is an option for submitting a combination bid on the Bid Form, a Bidder desiring to submit a combination bid for two or more bid packages shall include both of the following on the Bid Form:
 - (a) the combination bid amount in the space provided, identifying the bid packages included in the combination bid amount; AND
 - (b) separate base bids for each bid package, including alternates, included in the combination bid in the places provided on the Bid Form for the individual bid packages.

NOTE: The individual cost amounts of each base bid need not total the combination bid amount.

- 7. ***Bonds and Guarantees***: See Section 6.01 of the Gahanna Standard General Conditions.

I. METHOD OF AWARD

- 1. All bids shall remain open for acceptance for sixty (60) calendar 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. The Owner will award a single contract for each of the bid packages listed above or one or more combined contracts for combinations of the Bid Packages, unless it determines to reject one or more bid packages. 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 Bidder Submitting the Lowest and Best 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 and best bid, 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 Bidder submitted the lowest and best bid or which Bidders submitted the lowest and best bids 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 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 and best bid.

The Owner may consider the Bidder's prior experience on other projects with the Owner and 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.

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 and having claims filed against it.
- e. The Bidder's equipment and facilities.
- f. The preliminary or proposed schedule provided with the bid documents.
- g. The adequacy, in numbers and experience, of the Bidder's workforce to complete the Contract successfully and on time.
- h. 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.
- i. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- j. 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.
- k. The Owner's prior experience with the Bidder's surety.
- l. The Bidder's interest in the Project as evidenced by its attendance at any pre-bid meetings or conferences for bidders.

- m. The Bidder's ability to self-perform the work on the Project with the Bidder's own forces.
 - n. Depending upon the type of the work, other essential factors, as the Owner may determine and as are included in the Specifications.
4. Additional Criteria for Determining Lowest and Best Bid. Owner reserves the right to request additional information and documentation, including but not limited to information and documentation relating to the following factors, from Bidders after the bid opening.

The Owner may consider such information and documentation in determining which bid is lowest and best. The Owner, in its discretion, may consider and give such weight to these criteria as it deems appropriate.

- a. Any and all OSHA citations within the previous three years, together with the Bidder's description and explanation of remediation or other steps taken regarding such citations and notices of citations.
- b. Any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, gender, or national origin and/or violation of any employee's civil or labor rights or equal employment opportunities.
- c. Any litigation in which the Bidder 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.
- d. Any violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair labor practices within the past five years.
- e. Violations of the workers compensation law.
- f. Any criminal convictions or criminal indictments, involving the Bidder, its officers, directors, owners, and/or managers within the past five years.
- g. Any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- h. Documentation that the Bidder provides health insurance and pension benefits to its employees.
- i. Whether the Bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
- J. Whether the Bidder's employees are OSHA-10 hour and/or OSHA-30-hour safety certified.
- k. Submitted estimated timeline showing milestones, start and complete dates
- l. List of project managers, foreman, safety coordinators and crew members to perform work and assigned to this program to include previous years of experience for each, certifications in asphalt, flatwork, concrete and other related fields.

- m. Methodology on how to maintain pedestrian and ADA access to residents' homes during construction.
 - n. Submission of EPD's (Environmental Product Declarations) for materials used for project.
 - o. The foregoing information with respect to each of the Subcontractors and Suppliers that the Bidder intends to use on the Project.
- 5. Within three (3) business days after the Owner's identification of the apparent lowest and best bidder, if requested, the apparent lowest and best bidder will complete and submit to the Design Professional a completed Contractor's Qualification Statement (using the form included in the Contract Documents), and thereafter will provide the Design Professional with such additional information as the Design Professional may request regarding the Bidder's qualifications. Additionally, upon request from the Design Professional, any other Bidder will promptly complete and submit to the Design Professional a completed Contractor's Qualification Statement and thereafter will provide the Design Professional with such additional information as the Design Professional may request regarding the Bidder's qualifications. A Bidder will submit any requested information within three (3) business days of the date of the request.
 - 6. The failure to submit requested information on a timely basis may result in the determination that the Bidder is not the lowest and best bidder.
 - 7. By submitting its bid, the Bidder agrees that the Owner's determination of which bidder is the lowest and best bidder shall be final and conclusive, and that if the Bidder or any person or association on its behalf challenges such determination in any legal proceeding, the Bidder shall indemnify and hold the Owner and its employees and agents harmless from any claims included in 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.
 - 8. Within three (3) business days of receipt of the bids or such longer time as may be permitted in writing by the Design Professional, the apparent low Bidder will submit a list of all proposed Subcontractors and Suppliers. After approval by the Owner and Design Professional of the list of proposed Subcontractors, Suppliers, and manufactures submitted by the successful Bidder, the list shall not be changed unless written approval of the change is authorized by the Owner and Design Professional.
 - 9. 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.
 - 10. No Bidder may withdraw its bid within sixty (60) calendar 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.
 - 11. 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.
 - 12. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Owner.

J. EXECUTION OF CONTRACT

1. Within ten (10) business days after award of the Contract, the successful Bidder shall execute and deliver to the 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 award of Contract notwithstanding, the successful Bidder shall have no property interest or rights under the Owner-Contractor Agreement until such time as the Owner-Contractor Agreement is executed by the successful bidder and the Owner.

K. SUBSTITUTIONS/NON-SPECIFIED PRODUCTS

1. Certain brands of material or apparatus may be 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. Substitutions, however, will not be considered in determining the lowest and best bid.
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) business days before the bid date and hour. To facilitate the submission of requests, the Bidder shall submit a form that includes 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 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.

L. 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 nonresponsive 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 and best 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.

M. UNIT PRICES See Section 13.03 of the Gahanna Standard General Conditions.

N. 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. Addenda may be issued 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 the Design Professional in sufficient time in advance of the bid opening to allow sufficient time for the Design Professional to respond. The Owner—after consultation with the Design Professional—shall in its sole discretion determine whether or not an Addendum will be issued. All Addenda will be issued, except as hereafter provided, through the Owner's electronic bidding system to all bidding plan holders, 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 unless otherwise noted in the Addendum.

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.

O. 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 the Design Professional a minimum of five (5) business days prior to the Bid opening date. 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 delivered to each Bidder receiving a set of Contract Documents or that has asked to be added to the plan holders list. Addenda and clarifications will be sent via email, unless a different delivery method is requested. 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 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.

P. 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.

Q. DATE FOR SUBSTANTIAL COMPLETION/LIQUIDATED DAMAGES

1. Date for Substantial Completion. Each successful Bidder shall have its Work on the Project Substantially Complete (as Substantial Completion is defined in the Contract Documents) by the Date of Substantial Completion set forth in the Coversheet, or within the Contract Time, as applicable to the Bidder's scope of work. The Contract Time shall run from the date of the Notice to Proceed or if there is no Notice to Proceed from the Effective Date of the Owner- Contractor Agreement. The Date for Substantial Completion Date and the Contract Time may be extended only by Change Order, by other Modification, or by a Claim that is Finally Resolved. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.
2. Liquidated Damages. If the successful Bidder does not have its Work Substantially Complete by its Date for Substantial Completion and/or Finally Complete within forty-five (45) calendar days of achieving Substantial Completion, whichever may be applicable, the successful Bidder shall pay the Owner and the Owner may set off from amounts otherwise due the successful Bidder Liquidated Damages. The daily amounts of Liquidated Damages are set forth in the tables included in the Owner-Contractor Agreement. The total amounts of Liquidated Damages will be calculated based on the total number of calendar days beyond the Date for Substantial Completion that the Bidder's Work is not Substantially Complete and/or to the extent that its Work is not Finally Complete more than forty-five (45) calendar days after the Substantial Completion of its Work, i.e., number of late days times the per diem rate(s) for Liquidated Damages in the tables. In addition to such Liquidated Damages, the Bidder shall indemnify, defend, and hold the Owner and its employees and agents harmless from any and all claims, whether or not such claims are proven, and from all costs and expenses incurred as a result of such claims, including but not limited to attorneys' and consultants' fees and expenses, that arise out of or are related to the Bidder's failure to Substantially Complete its Work by its Date for Substantial Completion. The Bidder's obligations under this Section are joint and several.
3. The Bidder acknowledges and agrees, by submitting its bid for the Work and entering into a Contract with the Owner, that such amounts of Liquidated Damages represent a reasonable estimate of the actual damages for loss of or interference with the intended use of the Project that the Owner would incur if the Bidder's Work is not Substantially Complete by its Date for Substantial Completion and/or not Finally Complete by forty-five (45) calendar days of the Date of Substantial Completion. The Bidder further acknowledges, agrees and understands that it may seek an extension of the Contract Time (and its Date for Substantial Completion) to avoid or reduce Liquidated Damages by properly following the Claim procedures in the Contract Documents.

R. 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.

S. 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 established in the Legal Notice. The request to withdraw shall be made in writing to and received by the Owner's Representative 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 sixty (60) calendar 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 and best 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.

T. 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.

U. 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.

V. PREVAILING WAGES

1. For Construction" projects as defined in Section 4115.03 of the Ohio Revised Code, the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under Section 4115.04 of the Ohio Revised Code. Additionally, for such "Construction Projects," the successful Bidder will comply with all other provisions of Chapter 4115 of the Ohio Revised Code. Where Federal prevailing wage rates apply the successful Bidder and all of its subcontractors, regardless of tier, will strictly comply with its obligation to pay a rate of wages on the Project not less than the rate of wages fixed for this Project under the applicable Federal law. See **Appendix B**.

W. FEDERAL FUNDING

1. If the Project is subject to terms as a result of federal funding, it will be indicated in the Contract Documents.

X. OHIO PUBLIC WORKS COMMISSION FUNDING

1. For projects funded in whole or in part by the Ohio Public Works Commission, the State of *Ohio Equal Employment Opportunity Requirements and Bid Conditions for OPWC-Assisted Construction Projects* shall apply and Bidders must conform to its requirements, including but not limited to furnishing the required certifications with Bidder's bid. These requirements are included in the bid documents.