

1. DEFINITIONS

- A. All definitions set forth in the Contract Documents are applicable to the Bidding Documents.
- B. Contract Documents and Bidding Documents are as defined in the General Conditions and as may be modified in the Supplementary General Conditions.
- C. A Bid is a complete and properly signed proposal submitted per the requirements of the Bidding Documents. Any proposal not meeting the requirements of the Bidding Documents in every respect, may be rejected by the Owner as an improperly executed Bid.
- D. Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the Bidding Documents and/or the Contract Documents as the Base Bid.
- E. Alternate Bid is the sum or adjustment to the Base Bid stated in the Bid for which the Bidder offers to perform Alternate Work described in the Bidding Documents and/or the Contract Documents as Alternate Bid (or Alternate).
- F. A unit price is the amount stated in the Bid for which the Bidder offers to accept for adjustments to the Contract amount for additions or deductions to the scope of the work.
- G. A Bidder is the person or entity who submits a Bid and a Sub-bidder is a person or entity who submits a Bid to the Bidder for any portion of the work.

2. BIDDER'S REPRESENTATIONS

- A. By submitting a Bid, the Bidder represents that he has:
 - 1. Familiarized himself with the Contract Documents and Bidding Documents.
 - 2. Familiarized himself with the site, and with local conditions that may affect the work.
 - 3. Only complete sets of Contract Documents have been used in preparation of the Bid.
 - 4. Based his Bid only on Standards required in the Contract Documents without exception.
 - 5. Has received and is familiar with all addenda.
 - 6. Is a registered contractor with the City of Cleveland, Cuyahoga County and any other local building authority or will become registered before the start of construction.

7. Understands and accepts costs associated with overtime, after hours and weekend work associated with this project.
8. Accepts that this work will be completed after normal working hours.

3. BIDDING DOCUMENTS

- A. Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the Notice to Bidders and/or Legal Advertisement.
- B. Should any requirements in the Contract Documents or the Bidding Documents require clarification, the bidder shall request such clarification in writing, 5 business days prior to the time of submission of bids. If it is determined by the Architect, that a clarification is required, the clarification shall be issued in the form of Addenda. Note that on public project, an Addenda cannot be issued with less than 72 hours unless it is done in accordance with O.R.C. 153.12(A). Addenda is the only way in which a binding clarification, correction, or change can be made to the Contract Documents and Bidding Documents during the Bidding period.
- C. Should any of the requirements in the contract documents require clarification during construction that could have reasonably been identified during bidding, any and all costs associated with such clarifications shall be borne by the Contractor. The Architect shall determine which items should have been recognized and identified during the bidding process.

4. SUBSTITUTIONS

- A. The name or make of any article, device, material, form of construction fixtures, etc., named in this project manual shall be known as a "Standard". All proposals shall be based on "Standards" specified unless the bidder obtains the written approval of the Architect as an "Approved Equal".
- B. Where two or more "Standards" are named together, bidders may bid any of the "Standards" named.
- C. Bidders desiring to submit products for consideration as an "Approved Equal" should, 5 business days prior to the time of submission of bids, submit complete specifications and description of the proposed brands requested to be approved as equal to the Architect for review. If approval is granted by the Architect, written approval will be stated by Addenda to all bidders.
- D. If written approval has not been obtained prior to due date for submission of bids, then proposed brand may be bid as a substitute on Substitution Sheet only.
- E. The low bidder will be determined on the basis of bids submitted in accordance with Paragraphs A, B, and C of this heading and other factors as set forth in the Bidding and Contract Documents. Low bidder will not be determined on the basis of substitution.
- F. Bidders desiring consideration for the use of material, equipment, etc., not

named in the project manual may submit proposals for the substitution of same in lieu of "Standards" specified, using the "Substitution Sheet" attached to the Proposal Form and listing for each proposed change.

1. The "Standard" specified.
2. The Substitution.
3. The change in Bid Price (or "no change").

- G. Complete specifications and description of any proposed substitution being considered for acceptance shall be furnished to the Architect promptly, upon receipt.

5. ADDENDA

- A. When issued, Addenda will be mailed or delivered to the address on file in the Architect's office to all who are known by the Architect to have received a set of the Bidding Documents and the Contract Documents.
- B. Addenda will be made available for inspection wherever Contract Documents and Bidding Documents are on file for that purpose.

6. REFERENCE STANDARDS

- A. Any documents, referenced specification, standard, etc., referred to in this project manual as forming a part herein, shall be secured by the respective Contractor, maintained in his records, and shall be available at all times for reference.

7. BIDDING PROCEDURE

- A. Bids will be accepted only on the Form of Proposal which is part of these Bidding Documents.
- B. Alternates to the Form of Proposal, exceptions to any portion of the Bidding Documents and/or Contract Documents, and Form of Proposals that are not filled out completely shall at the discretion of the Owner, disqualify the bidder.
- C. Bid amounts shall be stated both in writing and in figures.
- D. All blanks in the Form of Proposal shall be filled in. If a blank is non-applicable to a bidder, it shall be so stated. The abbreviation NA is acceptable.
- E. All Form of Proposals shall be filled out in ink or typed. All signatures shall be in ink.
- F. Bids shall be signed with proper legal signatures with the names of each and every person interested therein; in the case of a corporation, the proper legal signature of one officer of the corporation authorized to sign for the corporation. All signatures shall have such names "typed in" adjacent thereto. The business address shall be given in all cases.
- G. Bids shall be enclosed in opaque inner and outer envelopes. The outer

envelope shall be sealed and shall be clearly marked, as follows, depending on the nature of the bid:

"INTERIOR RENOVATIONS TO H. B. BOOKER SCHOOL"

Bid Contract A

The properly identified bid shall be sealed, addressed and delivered to the location, and prior to the date and time as noted in the project description.

- H. **The Architect's opinion of probable cost of construction, for base bid is \$800,000.**

- I. Bids must include properly executed Bid Guaranty and Contract Bond per Section 153.571 of the Ohio Revised Code for all public work in Ohio, except for work for incorporated cities. For work for incorporated cities and for privately funded work, bids must include properly executed Bid Bond submitted on AIA document A310, latest edition, for the amount indicated on the Notice to Bidder and/or Legal Advertisement. Irrevocable Letters of Credit and/or Certified or Cashiers Checks may be substituted for the above mentioned Bonds only if such options are indicated on the Notice to Bidders and/or Legal Advertisement. All Bonds must have proper endorsement by the Surety or Sureties.

DELETE

The Bond or when permitted, Certified Checks or Letters of Credit, received from the unsuccessful bidders will be returned as soon as the Contracts are awarded, signed and the bond obligations of successful bidders are fulfilled, or no more than 60 days after the closing date for receipt of bids. Bonds, Checks, and Letters of Credit are to be payable to the Owner, as identified in these documents.

- J. The Bid Guaranty (Division I) must be of a sufficient amount to cover the combined base bid and all additive alternates, or the sum of the individual bids and all additive alternates whichever amount is higher.
- K. Bids may be withdrawn only in accordance with ORC, 89.31 and other applicable Ohio law. Once a bid is submitted, it cannot be modified.
- L. Oral, telephonic, telegraphic bids or facsimile bids are invalid and will not receive consideration.
- M. No bids will be accepted later than the time and date, indicated on the Notice To Bidders and/or Legal Notice.
- N. Bids may be withdrawn after receipt of a bid if a letter identifying the bid error is received by the Architect within 48 hours of the bid due date. The Architect has the sole discretion of determining if a bid may be withdrawn.
- O. Subcontractors. Each successful bidder must submit the names of all of his subcontractors prior to commencing work. The architect and the owner reserve the right to reject any subcontractor they deemed not qualified to perform the work. The contractor shall replace such contractor with a qualified subcontractor as approved by the Architect and Owner at no additional cost.

8. CONSIDERATION OF BIDS

- A. the Owner reserves the right to reject any or all bids and to waive any formalities in bidding and may accept or reject any or all alternates.
- B. The Owner intends to award a contract to the lowest and best bid which may include work completion time schedule determined by the Contractor on the Form of Proposal. The lowest and best bid is the bid, in the Owners judgment, that is in the Owners best interest to accept.
- **The date of Substantial Completion of the Project is March 31, 2023.**
 - **There is an Alternate for Substantial Completion by December 30, 2022. Refer to Form of Proposal.**
- C. After opening of Bids, the Architect will determine the apparent lowest Bidder for the Bid contract. The Contractor shall submit, with his bid, to the Architect his list of proposed subs, suppliers, and job superintendent. Upon receipt of this list, Architect and Owner shall review this list and advise contractor of any objections to names on such list. Upon determination of acceptable list, there shall be no change from the list. Failure to submit contractors list of subcontractors, suppliers, and project superintendent with his bid shall be considered grounds to disqualify the bid.
- D. The lowest bid is defined as the lowest cost or base bid and alternates as selected by the Owner.

9. ALTERNATES, UNIT PRICES AND SUBSTITUTIONS

- A. Each bidder shall submit on his bid, prices for all Alternates and Unit Prices, if any, as listed herein for inclusion.
- B. Any substitution the bidder wishes to have considered may be so indicated in the Form of Proposal including the change the substitution would make in the bid amount. Each substitution must be accompanied with the data to aid the Architect in evaluation of the substitute. Base Bids and Alternate Bids cannot be based on substitutes.

10. ALLOWANCES – N/A

11. CONTRACT

- A. The Form of Agreement shall be " The Standard Form of Agreement between Contractor and Owner for Construction of Buildings".
A.I.A. Form A-101 issued by the American Institute of Architects, latest edition.

- B. Bonds shall be required of bidders entering an Agreement with the Owner as follows:

1. Bidders required to submit a Bid Guaranty and Contract Bond per Section 7-1 of these Instructions to Bidders, will not be required to furnish additional Performance and Labor and Material Payment Bonds.
2. Bidders who submit a Bid Bond or (when permitted) submit a

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DELETE

~~Certified Check, Cashier's Check or Irrevocable Letter of Credit with their bid, shall be required to provide the Owner with 100% Performance Bond and Labor and Material Payment Bond, on the form required by ORC 153.57 or a Bid Guaranty and Contract Bond meeting the requirements required by ORC 153.57. The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto, a certified and current copy of his power of attorney.~~

12. QUALIFICATIONS OF BIDDERS

- A. The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner, all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

1. Contracts will be awarded only to responsible Contractors, qualified by experience and in a financial position to do the work specified. Each bidder will be required to submit, at the request of the Architect the following data:
 - a. Experience record showing bidder's training and experience in similar work.
 - b. List and brief description of similar work satisfactorily completed, with location, date of contract, together with names and addresses of Owners.
 - c. List of facilities and equipment available to do this work.
2. The actual work shall be performed by qualified and experienced mechanics working under the Contractor's supervision or under the supervision of an experienced supervisor, who has also been doing this type of work.

13. DISCRIMINATION AND INTIMIDATION

- A. The prohibitions against discrimination and intimidation on account of race, creed, sex or color, and the provisions as to forfeitures to be applied in the event of violation of Contract Terms regarding same, as contained in Sections 153.59 and 153.60, and Sections 4112.01 through 4112.99 inclusive, of the Revised Code of Ohio, shall apply to all Contracts entered into in connection with the work.

14. SALES TAX

- A. At Contractor's request, Sales Tax Exemption Certificates shall be issued to each successful bidder on all projects that are so permitted under State and Federal Laws.

15. FOREIGN CORPORATIONS

- A. Foreign Corporations authorized under the laws of another State must comply with the licensing statutory requirements of the State of Ohio.

16. MANDATORY BACKGROUND CHECKS

- A. Compliant with House Bill 190, all contractors that will be on-site during construction must complete the BCII and FBI background checks. The background checks shall be conducted by an approved provider and paid for by the contractor. Cost shall be verified by the contractor prior to bidding and included in the base bid.

17. DECLARATION REGARDING MATERIAL ASSISTANCE/NON-ASSISTANCE TO A TERRORIST ORGANIZATION, (DMA).

- A. Compliant with Ohio Senate Bill 9, Ohio's Homeland Security and Anti-Terrorism Legislation the awarded Contractor shall be required to provide this documentation, prior to the commencement of work.

18. CERTIFICATE OF COMPLIANCE – STATE OF OHIO - EQUAL OPPORTUNITY

- A. Compliant with Ohio Revised Code 9.47, the awarded Contractor shall be required to provide this documentation, prior to the commencement of work.