

SECTION 002000

INSTRUCTIONS TO BIDDERS

TABLE OF CONTENTS

ARTICLE 1 -

A. DEFINITIONS

ADDENDA OR ADDENDUM

A WRITTEN OR GRAPHIC INSTRUCTION ISSUED PRIOR TO THE BID OPENING, WHICH MODIFIES OR INTERPRETS THE PROPOSED CONTRACT DOCUMENTS BY ADDITIONS, DELETIONS, CLARIFICATIONS, OR CORRECTIONS. ADDENDA BECOMES PART OF THE CONTRACT DOCUMENTS WHEN THE CONTRACT FORM IS EXECUTED.

ALLOWANCE

A SUM, IN THE AMOUNT STIPULATED IN THE CONTRACT DOCUMENTS THAT IS INCLUDED IN THE BASE BID AND INCLUDES OVERHEAD AND PROFIT FOR A DEFINED SCOPE OF THE WORK, WHICH MAY NOT BE COMPLETELY DEFINED AT THE TIME OF BIDDING.

ALTERNATE

A CHANGE IN THE PROPOSED PROJECT SCOPE, ALTERNATE MATERIALS, OR METHODS OF CONSTRUCTION, THE COST OF WHICH IS TO BE ADDED TO, OR DEDUCTED FROM, THE BASE BID FOR AN AMOUNT STATED ON THE BID FORM IF THE ALTERNATE IS INCORPORATED INTO THE CONTRACT.

ALTERNATIVE DISPUTE RESOLUTION

A VOLUNTARY AND NON-BINDING PROCESS FOR THE ADMINISTRATIVE REVIEW, CONSIDERATION, AND ATTEMPTED SETTLEMENT OF A DISPUTE, WITHOUT RESORT TO JUDICIAL PROCESS INCLUDING, WITHOUT LIMITATION, PARTNERING, NEGOTIATION, MEDIATION, AND IMPARTIAL FACT-FINDING, BUT NOT BINDING ARBITRATION OR LITIGATION.

APPLICABLE LAW

ALL APPLICABLE LAW FEDERAL, STATE, AND LOCAL CODES, STATUTES, ORDINANCES, AND REGULATIONS RELATED TO THE WORK ON THE PROJECT.

APPLICATION FOR PAYMENT

THE FORM FURNISHED BY THE ARCHITECT THAT IS TO BE USED BY THE CONTRACTOR IN REQUESTING PAYMENTS AND WHICH, WHEN SIGNED BY THE CONTRACTOR, SHALL SERVE AS AN AFFIDAVIT THAT PAYMENTS REQUESTED ARE IN PROPORTION TO THE WORK COMPLETED AS SHOWN BY THE CONTRACT COST BREAKDOWN AND THAT PAYMENTS PREVIOUSLY PAID BY THE OWNER HAVE BEEN APPLIED BY THE CONTRACTOR TO DISCHARGE IN FULL ALL OF THE CONTRACTOR'S OBLIGATIONS INCURRED IN CONNECTION WITH THE WORK COVERED BY ALL PRIOR APPLICATIONS FOR PAYMENT.

ARCHITECT

THE PERSON RESPONSIBLE FOR PROVIDING PROFESSIONAL DESIGN SERVICES FOR THE PROJECT AS PROVIDED IN THE CONTRACT DOCUMENTS AND ACCORDING TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES EXECUTED WITH THE OWNER AND APPROVED BY THE BOARD.

AS-BUILT DRAWINGS

DRAWINGS OR COMPUTER FILES ANNOTATED OR OTHERWISE MODIFIED BY THE CONTRACTOR TO INDICATE CHANGES MADE DURING THE CONSTRUCTION PROCESS, THE LOCATION OF CONCEALED AND BURIED ITEMS, AND OTHER INFORMATION USEFUL TO THE OWNER THROUGHOUT THE LIFE OF THE COMPLETED PROJECT.

BASE BID

THE AMOUNT OF MONEY STATED IN A BID AS THE SUM FOR WHICH THE BIDDER OFFERS TO PERFORM THE WORK IN A PARTICULAR TRADE OR OTHER CATEGORY DESCRIBED IN THE CONTRACT DOCUMENTS, EXCLUSIVE OF ADJUSTMENTS FOR ALTERNATES.

BASIS OF DESIGN COMPONENT

A COMPONENT LISTED FIRST IN THE SPECIFICATIONS.

BID

A WRITTEN PROPOSAL TO PERFORM A CONTRACT, SUBMITTED ON A COMPLETED BID FORM, ACCOMPANIED BY OTHER REQUIRED DOCUMENTS.

BIDDER

A PERSON THAT SUBMITTED A BID.

BID FORM

THE FORM FURNISHED BY THE OWNER THAT IS TO BE COMPLETED, SIGNED, AND SUBMITTED CONTAINING THE BIDDER'S BID.

BID GUARANTY

THE BID GUARANTY AND CONTRACT BOND OR OTHER INSTRUMENT OF SECURITY PERMITTED BY THE OHIO REVISED CODE SUBMITTED WITH THE BID TO PROVIDE ASSURANCE THAT THE BIDDER WILL EXECUTE THE CONTRACT FORM.

BOND

BID GUARANTY AND CONTRACT BOND OR CONTRACT BOND FURNISHED BY THE CONTRACTOR TO PROVIDE ASSURANCE THAT THE CONTRACTOR WILL EITHER EXECUTE THE CONTRACT FORM OR PERFORM THE WORK OF THE CONTRACT, INCLUDING MAKING REQUIRED PAYMENTS TO SUBCONTRACTORS AND MATERIAL SUPPLIERS.

CERTIFICATE OF CONTRACT COMPLETION

A FORM USED TO DOCUMENT THAT THE WORK IS COMPLETE AND THAT THE CONTRACTOR HAS COMPLIED WITH ALL CONDITIONS PRECEDENT TO FINAL PAYMENT AND RELEASE OF RETAINAGE. THIS FORM MAY ALSO BE USED TO DOCUMENT PARTIAL COMPLETION.

CERTIFIED CLAIM

A DEMAND OR ASSERTION, INITIATED BY WRITTEN NOTICE, CERTIFIED BY ONE OF THE PARTIES TO THE CONTRACT SEEKING, AS A MATTER OF RIGHT, ADJUSTMENT OR INTERPRETATION OF CONTRACT TERMS, PAYMENT OF MONEY, EXTENSION OF TIME, OR OTHER RELIEF WITH RESPECT TO THE TERMS OF THE CONTRACT.

CHANGE ORDER

A DOCUMENT RECOMMENDED BY THE ARCHITECT AND CONTRACTOR AND AUTHORIZED BY THE OWNER AND BOARD, ISSUED AFTER EXECUTION OF THE CONTRACT FORM THAT MODIFIES THE CONTRACT.

CLAIM AFFIDAVIT

A SWORN DOCUMENT USED IN CONJUNCTION WITH FILING AN AFFIDAVIT OF CLAIM, WHICH CONTAINS A CLAIM ON FUNDS THAT ARE DUE TO A CONTRACTOR, CREATED BY STATUTE IN FAVOR OF A PERSON SUPPLYING LABOR, MATERIALS OR SERVICES FOR THE VALUE OF LABOR, MATERIALS, OR SERVICES SUPPLIED.

CONNECT

TO BRING SERVICE(S) TO THE POINT OF INSTALLATION AND MAKE FINAL CONNECTIONS TO THE SERVICE(S) TO THE INSTALLED EQUIPMENT, AND TO PROVIDE MISCELLANEOUS AUXILIARY APPURTENANCES NECESSARY TO MAKE THE SERVICE(S) OPERABLE FOR ITS INTENDED USE.

CONSTRUCTION MANAGER

THE PERSON RESPONSIBLE FOR PROVIDING ADMINISTRATION, MANAGEMENT, AND RELATED SERVICES AS REQUIRED TO SCHEDULE THE PROJECT, COORDINATE THE CONTRACTORS, AND PROVIDE OTHER SERVICES IDENTIFIED IN THE CONTRACT DOCUMENTS.

CONSTRUCTION SCHEDULE

THE CRITICAL PATH SCHEDULE FOR PERFORMANCE OF THE CONTRACT, SHOWING THE TIME FOR COMPLETING THE WORK WITHIN THE CONTRACT TIME, THE PLANNED SEQUENCE FOR PERFORMING THE WORK, THE CONTRACTOR'S RESOURCE LOADING CURVE AND COST LOADING INFORMATION, THE INTERRELATIONSHIP BETWEEN THE ACTIVITIES OF THE CONTRACTORS, THE ARCHITECT, THE CONSTRUCTION MANAGER, AND THE OWNER, AS PERIODICALLY UPDATED DURING THE PERFORMANCE OF THE WORK.

CONTRACT

THE AGREEMENT BETWEEN A CONTRACTOR AND THE OWNER, APPROVED BY THE OWNER FOR PERFORMANCE OF WORK AS SET FORTH IN THE CONTRACT DOCUMENTS.

CONTRACT COMPLETION

THE DATE ESTABLISHED IN THE CONTRACT, INCLUDING ADJUSTMENTS AUTHORIZED BY EXECUTED CHANGE ORDERS, BY WHICH ALL DEFICIENCIES LISTED IN THE PUNCH LIST ARE CORRECTED, THE WORK IS 100 PERCENT COMPLETE, AND THE CONTRACTOR HAS COMPLIED WITH ALL CONDITIONS PRECEDENT TO FINAL PAYMENT AND RELEASE OF RETAINAGE.

CONTRACT COST BREAKDOWN

A FULLY ACCURATE, AND DETAILED STATEMENT FURNISHED BY THE CONTRACTOR TO THE OWNER REFLECTING A DEFINED BREAKDOWN OF THE CONTRACT SUM.

CONTRACT DOCUMENTS

COLLECTIVELY, THE DOCUMENTS THAT CONSTITUTE THE SUBSTANCE OF THE CONTRACT INCLUDING, WITHOUT LIMITATION, DRAWINGS, SPECIFICATIONS, ADDENDA (IF ANY), GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT, DEFINITIONS, BID FORM, AND THE EXECUTED BID GUARANTY, CONTRACT FORM AND ATTACHMENTS, BOND, AND CHANGE ORDERS (IF ANY).

CONTRACT FORM

THE FORM FURNISHED BY THE OWNER THAT, WHEN COMPLETED AND SIGNED BY THE OWNER AND THE CONTRACTOR, AND APPROVED BY THE BOARD, EVIDENCES ENTRY INTO THE CONTRACT.

CONTRACT SUM

THE AMOUNT STIPULATED IN THE CONTACT FORM THAT IS THE TOTAL AMOUNT PAYABLE TO THE CONTRACTOR FOR THE PERFORMANCE OF THE WORK, INCLUDING ADJUSTMENTS AUTHORIZED BY EXECUTED CHANGE ORDERS.

CONTRACT TIME

THE PERIOD STIPULATED IN THE CONTRACT FORM FOR THE PERFORMANCE OF THE WORK, IN CONSECUTIVE DAYS, BEGINNING AND ENDING ON THE DATES ESTABLISHED BY THE NOTICE TO PROCEED, INCLUDING ADJUSTMENTS AUTHORIZED BY EXECUTED CHANGE ORDERS.

CONTRACTOR

A PERSON, WHICH IS A PARTY TO THE CONTRACT FOR THE PERFORMANCE OF WORK ON THE PROJECT IN COOPERATION WITH SEPARATE CONTRACTORS AND PERSONS, AND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

CONTRACTOR'S PUNCH LIST

A DOCUMENT PREPARED BY THE CONTRACTOR CONSISTS OF A LIST OF ITEMS OF WORK TO BE COMPLETED OR CORRECTED BY THE CONTRACTOR AS A CONDITION PRECEDENT TO THE ARCHITECT AND CONSTRUCTION MANAGER ISSUING THE PUNCH LIST.

COSTS of RECOVERY

COSTS INCURRED BY A CONTRACTOR FOR ACCELERATION OF THE WORK IN ORDER TO RECOVER FROM A DELAY OR OTHER IMPACT IN WHICH THE WORK FALLS BEHIND THE APPROVED CONSTRUCTION SCHEDULE.

DAY

A CALENDAR DAY OF 24 HOURS MEASURED FROM MIDNIGHT TO MIDNIGHT, UNLESS OTHERWISE EXPRESSLY SPECIFIED TO MEAN A BUSINESS DAY.

DEFECTIVE WORK

WORK THAT DOES NOT CONFORM TO THE CONTRACT DOCUMENTS; OR DOES NOT MEET THE REQUIREMENTS OF ANY APPLICABLE LAW, INSPECTION, REFERENCE STANDARD, TEST, OR APPROVAL; OR HAS BEEN DAMAGED PRIOR TO THE

ARCHITECT'S RECOMMENDATION OF FINAL PAYMENT, UNLESS RESPONSIBILITY FOR THE PROTECTION THEREOF HAS BEEN EXPRESSLY ASSUMED BY THE OWNER IN WRITING; OR THAT IS NOT FREE FROM DEFECTS IN WORKMANSHIP, MATERIALS, OR EQUIPMENT DURING THE PERIOD OF ANY WARRANTY OR GUARANTEE.

DRAWINGS

THE GRAPHIC AND PICTORIAL PORTIONS OF THE CONTRACT DOCUMENTS, SHOWING THE DESIGN, TYPE OF CONSTRUCTION, LOCATION, DIMENSION, AND CHARACTER OF THE WORK TO BE PROVIDED BY THE CONTRACTOR, GENERALLY INCLUDING PLANS, ELEVATIONS, SECTIONS, DETAILS, SCHEDULES, DIAGRAMS, NOTES, AND PORTIONS OF SPECIFICATIONS.

FIELDWORK ORDER

A WRITTEN ORDER PREPARED BY THE ARCHITECT AND THE CONSTRUCTION MANAGER, AND EXECUTED BY THE OWNER, THE ARCHITECT, AND THE CONTRACTOR, DIRECTS A CHANGE IN THE WORK.

FINAL ACCEPTANCE

THE OWNER'S ACCEPTANCE OF THE WORK PERFORMED BY THE CONTRACTOR AFTER CERTIFICATION BY THE ARCHITECT AND CONTRACTOR FOR CONTRACT COMPLETION.

FINAL INSPECTION

FINAL REVIEW OF THE WORK OF THE CONTRACTOR BY THE ARCHITECT AND THE OWNER TO DETERMINE WHETHER ISSUANCE OF THE CERTIFICATE OF CONTRACT COMPLETION IS APPROPRIATE.

FURNISH

SUPPLY AND DELIVER TO THE SITE, OR OTHER SPECIFIED LOCATION, READY FOR INSTALLATION.

GENERAL CONDITIONS

THE OWNER'S STANDARD GENERAL CONDITIONS ARE CURRENTLY IN EFFECT, WHICH MAY BE MODIFIED BY THE OWNER FROM TIME TO TIME.

GUARANTEE

LEGALLY ENFORCEABLE ASSURANCE, FOR A PERIOD OF ONE YEAR FROM CONTRACT COMPLETION, OF THE QUALITY OR PERFORMANCE OF THE CONTRACTOR'S WORKMANSHIP.

HAZARDOUS MATERIALS

ANY MATERIAL, SUBSTANCE, POLLUTANT, OR CONTAMINANT THAT IS DEFINED, REGULATED, REFERENCED, OR CLASSIFIED IN THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, THE CLEAN AIR ACT, THE HAZARDOUS MATERIALS TRANSPORTATION UNIFORM SAFETY ACT, THE TOXIC SUBSTANCES CONTROL ACT, OR ANY OTHER APPLICABLE LAW RELATING TO ANY HAZARDOUS, TOXIC, OR DANGEROUS WASTE, SUBSTANCE, OR MATERIAL. ANY SUBSTANCE OR MATERIAL THAT, AFTER RELEASE INTO THE ENVIRONMENT OR UPON EXPOSURE, INGESTION, INHALATION, OR ASSIMILATION, EITHER DIRECTLY FROM THE ENVIRONMENT OR DIRECTLY BY INGESTION THROUGH INSTRUCTION TO BIDDERS

FOOD CHAINS, WILL, OR MAY REASONABLY BE ANTICIPATED TO, CAUSE DEATH, DISEASE, BEHAVIOR ABNORMALITIES, CANCER, OR GENETIC ABNORMALITIES AND SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO ASBESTOS, POLYCHLORINATED BIPHENYLS ("CBS"), RADIOACTIVE MATERIALS, INCLUDING RADON AND NATURALLY OCCURRING RADON INCLUDES, NATURAL GAS, NATURAL GAS LIQUIDS, LIQUEFIED NATURAL GAS, SYNTHETIC GAS, OIL, PETROLEUM AND PETROLEUM-BASED DERIVATIVES, AND UREA FORMALDEHYDE.

INSTALL

PUT INTO USE OR PLACE IN FINAL POSITION, COMPLETE AND READY FOR INTENDED SERVICE OR USE; THE INSTALLER TO PROVIDE ALL MISCELLANEOUS HARDWARE AND SUPPLIES REQUIRED TO ANCHOR AND SUPPORT SECURELY, CLEAN UP, AND DISPOSE OF RUBBISH.

LIQUIDATED DAMAGES

THE SUM ESTABLISHED IN THE CONTRACT DOCUMENTS TO BE PAID TO THE OWNER DUE TO THE CONTRACTOR'S FAILURE TO COMPLETE THE WORK, OR PORTIONS THEREOF, WITHIN THE CONTRACT TIME OR MILESTONE, AS APPLICABLE.

MATERIAL SUPPLIER

A PERSON WHO FURNISHES MATERIALS, EQUIPMENT, OR SUPPLIES FOR THE PROJECT.

MEDIATION

A VOLUNTARY PROCESS IN WHICH A NEUTRAL THIRD PARTY MEETS WITH THE OWNER, CONTRACTOR, AND ARCHITECT AND ATTEMPTS TO FACILITATE A MUTUALLY SATISFACTORY RESOLUTION TO A DISAGREEMENT OR DISPUTE.

MILESTONE

A DATE OR EVENT IN THE DEVELOPMENT OF THE WORK IDENTIFIED IN THE CONTRACT DOCUMENTS AND ILLUSTRATED ON THE CONSTRUCTION SCHEDULE.

NEGOTIATION

A FORM OF ALTERNATIVE DISPUTE RESOLUTION IN WHICH ALL PARTIES INVOLVED IN THE DISPUTE OR DISAGREEMENT ARE REPRESENTED BY THOSE INVESTED WITH THE AUTHORITY TO AGREE TO A DETERMINATION OF AN ADJUSTMENT IN THE CONTRACT SUM, CONTRACT TIME, CHANGE ORDER, OR PROJECT SCOPE OR ANY COMBINATION OF THESE THINGS.

NOTICE OF COMMENCEMENT

THE NOTICE PREPARED BY OWNER IDENTIFYING THE PROJECT, THE CONTRACTORS, THE SURETY FOR EACH CONTRACTOR, AND THE NAME OF THE OWNER'S REPRESENTATIVE UPON WHOM A CLAIM AFFIDAVIT MAY BE SERVED.

NOTICE TO PROCEED

A NOTICE PROVIDED BY THE OWNER TO THE CONTRACTOR AUTHORIZING THE CONTRACTOR TO PROCEED WITH THE WORK AND ESTABLISHING THE DATES FOR COMMENCEMENT AND COMPLETION OF THE WORK.

PARTIAL OCCUPANCY

THE OWNER OCCUPIES OR USES A PORTION OF THE PROJECT PRIOR TO CONTRACT COMPLETION, TEMPORARY OCCUPANCY IS APPROVED BY AUTHORITIES HAVING JURISDICTION, AND ITEMS OF WORK CANNOT BE COMPLETED UNTIL A SUBSEQUENT DATE.

PARTNERING

A VOLUNTARY DISPUTE PREVENTION PROCESS INVOLVING TEAM BUILDING ACTIVITIES TO HELP DEFINE COMMON GOALS, IMPROVE COMMUNICATION, AND FOSTER A PROBLEM-SOLVING ATTITUDE AMONG A GROUP OF CONTRACTING PARTIES THAT MUST WORK TOGETHER THROUGHOUT CONTRACT PERFORMANCE TO BE LESS ADVERSARIAL AND MORE COOPERATIVE.

PERSON

AN INDIVIDUAL, FIRM, OR CORPORATION, LIMITED LIABILITY COMPANY, BUSINESS TRUST, ESTATE, PARTNERSHIP, SOLE PROPRIETORSHIP, ASSOCIATION, OR OTHER PUBLIC OR PRIVATE ENTITY.

PLAN HOLDER

A PROSPECTIVE BIDDER THAT RECEIVED A SET OF CONTRACT DOCUMENTS PRIOR TO THE BID OPENING.

PROJECT

THE IMPROVEMENT TO BE CONSTRUCTED, FOR WHICH THE WORK PERFORMED UNDER THE CONTRACT DOCUMENTS MAY BE THE WHOLE OR A PART.

PROJECT ADMINISTRATOR

THE DESIGNATED REPRESENTATIVE OF THE OWNER WHO IS ASSIGNED TO THE PROJECT TO CONSULT WITH THE ARCHITECT AND THE CONTRACTOR, AND AUTHORIZED TO ACT ON BEHALF OF THE BOARD OF DIRECTORS.

PROPOSAL

THE OFFER OF A CONTRACTOR TO PERFORM THE WORK SET FORTH IN A PROPOSAL REQUEST.

PROPOSAL REQUEST

A DOCUMENT ISSUED AFTER EXECUTION OF THE CONTRACT REQUESTING A PROPOSAL FROM THE CONTRACTOR(S), WHICH MAY INITIATE A CHANGE ORDER TO MODIFY THE CONTRACT.

PROPOSED EQUAL

ARTICLE, DEVICE, MATERIAL, EQUIPMENT, FORM OF CONSTRUCTION, OR OTHER ITEM PROPOSED BY A BIDDER FOR INCORPORATION OR USE IN THE WORK AS BEING EQUIVALENT TO ESSENTIAL ATTRIBUTES OF A STANDARD SPECIFIED IN THE CONTRACT DOCUMENTS.

PROVIDE

TO FURNISH, INSTALL, AND CONNECT, COMPLETE AND READY FOR INTENDED USE.

PUNCH LIST

A DOCUMENT LISTING ITEMS OF WORK REQUIRING CORRECTION OR COMPLETION BY THE CONTRACTOR AS A CONDITION PRECEDENT TO CONTRACT COMPLETION

RECORD DRAWINGS

DRAWINGS OR COMPUTER FILES REVISED BY THE ARCHITECT TO SHOW THE CHANGES MADE DURING THE CONSTRUCTION PROCESS, WHICH INCORPORATE THE INFORMATION SHOWN ON THE CONTRACTOR'S AS-BUILT DRAWINGS.

REQUEST FOR CHANGE ORDER

A WRITTEN NOTICE FROM THE CONTRACTOR ACCOMPANIED BY A PROPOSAL FOR A CHANGE IN THE WORK.

REQUEST FOR INFORMATION

WRITTEN REQUEST FROM THE CONTRACTOR TO THE ARCHITECT, THROUGH THE CONSTRUCTION MANAGER SEEKING AN INTERPRETATION OR CLARIFICATION OF THE CONTRACT DOCUMENTS.

SAMPLES

PHYSICAL EXAMPLES FURNISHED BY THE CONTRACTOR TO ILLUSTRATE MATERIALS, EQUIPMENT, OR WORKMANSHIP AND THAT ESTABLISH CRITERIA BY WHICH THE WORK SHALL BE JUDGED.

SEPARATE CONTRACTOR

A CONTRACTOR, OTHER THAN THE CONTRACTOR, IS PERFORMING WORK ON THE PROJECT.

SHOP DRAWINGS

DRAWINGS, DIAGRAMS, ILLUSTRATIONS, SCHEDULES, PERFORMANCE CHARTS, BROCHURES, CATALOG DATA, AND OTHER DATA SPECIALLY PREPARED OR PROVIDED BY THE CONTRACTOR, A SUBCONTRACTOR, OR MATERIAL SUPPLIER TO ILLUSTRATE SOME PORTION OF THE WORK. SHOP DRAWINGS ARE NOT CONTRACT DOCUMENTS.

SITE

THE LOCATION DESIGNATED FOR THE PROJECT

SPECIAL CONDITIONS

AMENDMENTS TO THE GENERAL CONDITIONS, ISSUED AS A SEPARATE DOCUMENT, DESCRIBE CONDITIONS UNIQUE TO A PARTICULAR PROJECT, INCLUDING WITHOUT LIMITATION, PROVISIONS REGARDING THE ASSIGNMENT OF RESPONSIBILITY FOR REFUSE REMOVAL, SAFETY AND SECURITY PRECAUTIONS AND PROGRAMS, TEMPORARY PROJECT FACILITIES AND UTILITIES, WEATHER AND FIRE PROTECTION, SCAFFOLDING AND EQUIPMENT, MATERIALS AND SERVICES TO BE USED COMMONLY BY CONTRACTORS AND REQUIRING CONTRACTORS TO PROVIDE ASSISTANCE IN THE UTILIZATION OF ANY APPLICABLE EQUIPMENT SYSTEM, PREPARATION OF OPERATION AND MAINTENANCE MANUALS, AND TRAINING OF OWNER'S PERSONNEL FOR OPERATION AND MAINTENANCE OF THE PROJECT.

SPECIFICATIONS

THOSE PORTIONS OF THE CONTRACT DOCUMENTS CONSISTING OF THE DETAILED WRITTEN ADMINISTRATIVE PROCEDURAL, AND TECHNICAL REQUIREMENT AND STANDARDS FOR CONSTRUCTION OF THE WORK, WHETHER PHYSICALLY ON THE DRAWINGS OR BOUND IN SEPARATE VOLUME(S), INCLUDING IDENTIFICATION OF ACCEPTABLE MATERIALS, METHODS, EQUIPMENT, CONSTRUCTION SYSTEMS, QUALITY, AND WORKMANSHIP.

STANDARD

THE ARTICLES, DEVICES, MATERIALS, EQUIPMENT, FORMS OF CONSTRUCTION, AND OTHER ITEMS NAMED IN THE SPECIFICATIONS OR ADDENDA TO DENOTE KIND, QUALITY, OR PERFORMANCE REQUIREMENTS FOR EACH SIGNIFICANT PORTION OF THE WORK. ALL BIDS AND PROPOSALS SHALL BE BASED ON STANDARDS NAMED IN THE SPECIFICATIONS OR ADDENDA.

STATE

THE STATE OF OHIO, ACTS BY AND THROUGH THE OWNER AND BOARD.

SUBCONTRACTOR

A PERSON WHO UNDERTAKES TO PERFORM ANY PART OF THE WORK ON THE PROJECT UNDER A CONTRACT WITH A CONTRACTOR OR WITH ANY PERSON OTHER THAN THE OWNER, INCLUDING ALL SUCH PERSONS IN ANY TIER.

SUBSTITUTION

ARTICLE, DEVICE, MATERIAL, EQUIPMENT, FORM OF CONSTRUCTION, OR OTHER ITEM, PROPOSED BY A BIDDER PRIOR TO THE BID OPENING AND APPROVED BY THE ARCHITECT BY ADDENDUM, FOR INCORPORATION OR USE IN THE WORK AS BEING FUNCTIONALLY EQUIVALENT TO ESSENTIAL ATTRIBUTES OF A BASIS OF DESIGN OR ACCEPTABLE COMPONENT SPECIFIED IN THE PROPOSED CONTRACT DOCUMENTS.

SURETY

A PERSON PROVIDING A BID GUARANTY OR A BOND TO A BIDDER OR A CONTRACTOR, AS APPLICABLE, TO INDEMNIFY THE OWNER, ARCHITECT, AND THE BOARD AGAINST ALL DIRECT AND CONSEQUENTIAL DAMAGES SUFFERED BY FAILURE OF THE BIDDER TO ENTER INTO THE CONTRACT, OR OF THE CONTRACTOR TO PERFORM THE CONTRACT AND TO PAY ALL LAWFUL CLAIMS OF SUBCONTRACTORS, MATERIAL SUPPLIERS, AND LABORERS, AS APPLICABLE.

UNIT PRICE

THE COST OF PROVIDING A UNIT OF WORK, INCLUDING LABOR, MATERIALS, SERVICES, OVERHEAD, PROFIT, AND ASSOCIATED EXPENSES, WHICH IS INCLUDED IN THE BASE BID OF A CONTRACT.

WORK

THE LABOR, MATERIALS, EQUIPMENT, AND SERVICES, INDIVIDUALLY OR COLLECTIVELY, WHICH ARE REQUIRED BY THE CONTRACT DOCUMENTS, TO BE PERFORMED OR PROVIDED BY THE CONTRACTOR FOR THE PROJECT.

B. BIDDING DOCUMENTS

1. **BIDDERS MUST SUBMIT A FORMAL BID.** BIDDERS SHALL USE COMPLETE SETS OF BID DOCUMENTS IN PREPARING BIDS. NEITHER THE OWNER NOR THE ARCHITECT ASSUMES ANY RESPONSIBILITY FOR ERRORS, OMISSIONS, OR MISINTERPRETATIONS RESULTING FROM THE USE OF INCOMPLETE SETS OF BID DOCUMENTS.

C. INTERPRETATION OF BIDDING DOCUMENTS

1. UPON EXAMINATION OF THE BID DOCUMENTS AND SITE CONDITIONS BIDDERS (INCLUDING SUB-BIDDERS) DISCOVER ANY AMBIGUITY, INCONSISTENCY, CHANGED SITE CONDITION, OR ERROR, OR IF A BIDDER REQUIRES CLARIFICATION OR INTERPRETATION OF THE BID DOCUMENTS, THEN THE BIDDERS AND SUB-BIDDERS SHALL MAKE A REQUEST AT LEAST SEVENTY TWO (72) HOURS PRIOR TO THE BID DUE DATE, IN WRITING, TO THE ARCHITECT BY FACSIMILE TRANSMITTAL OR EMAIL, WHICH SHALL CONTAIN THE FOLLOWING INFORMATION:
 - a. THE PROJECT NAME, COUNTY REQUISITION NUMBER, AND BID DUE DATE
 - b. THE BIDDERS NAME, TELEPHONE NUMBER, FACSIMILE NUMBER, AND CONTACT PERSONS.
 - c. NAME THE INCONSISTENCY, CHANGED CONDITION, OR ERROR DISCOVERED AND/OR THE INTERPRETATION OR CLARIFICATION REQUIRED.
 - d. REFERENCE DRAWINGS SHEET NUMBERS OR PROJECT MANUAL PAGE NUMBER.
2. REQUEST(S) SHALL BE ADDRESSED TO ROBERT P. MADISON INTERNATIONAL, INC., CONTACT PERSON SANDRA MADISON, BY EMAIL ADDRESS smadison@rpmadison.com. NO TELEPHONE CALLS WILL BE ACCEPTED.
3. ROBERT P. MADISON WILL REVIEW AND CONSIDER THE NATURE OF THE INFORMATION RECEIVED AND EVALUATE THE POTENTIAL IMPACTS ON THE COMPETITIVE BIDDING PROCESS. IF IT IS DETERMINED THAT A RESPONSE IMPACTS THE COMPETITIVE BIDDING PROCESS, THEN AN ADDENDUM WILL BE PREPARED. IF IT IS DETERMINED THAT THE RESPONSE DOES NOT IMPACT THE COMPETITIVE BIDDING PROCESS THEN NO ADDENDUM WILL BE ISSUED AND ONLY THE BIDDER SUBMITTING THE FACSIMILE TRANSMITTAL OR EMAIL WILL RECEIVE A FACSIMILE/EMAIL RESPONSE
4. AN ATTEMPT TO RESPOND TO A BIDDER'S REQUEST WILL BE MADE WITHIN 24 HOURS. IF THIS IS NOT POSSIBLE THEN ROBERT P. MADISON INTERNATIONAL WILL ATTEMPT TO NOTIFY THE BIDDER OF THE ANTICIPATED RESPONSE DATE BY FACSIMILE OR EMAIL. CLARIFICATIONS, INTERPRETATIONS, CORRECTIONS, CHANGES, AND REVISIONS OF THE BID DOCUMENTS MADE IN ANY OTHER MANNER SHALL NOT BE BINDING AND SHALL NOT BE RELIED UPON BY BIDDERS.
5. IN THE CASE OF ANY ERROR, OMISSION, DISCREPANCY, OR AMBIGUITY IN THE DRAWINGS, SPECIFICATIONS OR ESTIMATED QUANTITIES

CONTAINED IN THE BID DOCUMENTS, OR IN CASE A POTENTIAL BIDDER HAS A QUESTION AS TO THE MEANING OF ANY PROVISION OF THE DRAWINGS, SPECIFICATIONS OR OTHER BID DOCUMENTS, THEN SAID POTENTIAL BIDDER SHALL IMMEDIATELY REQUEST IN WRITING A CLARIFICATION OF SAID PROVISION, OR A CORRECTION OF SAID ERROR OR OMISSION, FROM THE DISTRICT. ANY SUCH CLARIFICATION OR CORRECTION SHALL BE BY ADDENDUM. FAILURE TO REQUEST A CLARIFICATION OR CORRECTION WILL CAUSE THE BIDDER, IF AWARDED THE CONTRACT, TO BE BOUND BY THE DISTRICT'S INTERPRETATION OF THE MEANING OF THE PROVISION IN QUESTION.

D. SUBSTITUTIONS

1. THE MATERIALS, PRODUCTS, AND EQUIPMENT DESCRIBED IN THE BIDDING DOCUMENTS ESTABLISH A STANDARD OF REQUIRED FUNCTION, DIMENSION, APPEARANCE AND QUALITY TO BE MET BY ANY PROPOSED SUBSTITUTION.
2. THE WORDS "EQUAL TO" AS USED IN THIS SPECIFICATION SHALL MEAN OF THE SAME QUALITY, CONSTRUCTION, MATERIAL FINISH, FUNCTION AND GENERAL APPEARANCE AS THE MATERIAL OR PROCESS SPECIFIED.
3. NO SUBSTITUTION SHALL BE CONSIDERED PRIOR TO RECEIPT OF BIDS UNLESS A WRITTEN REQUEST FOR APPROVAL HAS BEEN RECEIVED BY THE PROJECT ARCHITECT AT LEAST SEVEN (7) CALENDAR DAYS PRIOR TO THE DATE FOR RECEIPT OF BIDS. EACH REQUEST SHALL INCLUDE THE NAME OF THE MATERIAL OR EQUIPMENT FOR WHICH IT IS TO BE SUBSTITUTED AND A COMPLETE DESCRIPTION OF THE PROPOSED SUBSTITUTION INCLUDING DRAWINGS, CUTS, PERFORMANCE AND TEST DATA, AND ANY OTHER INFORMATION NECESSARY FOR AN EVALUATION. A STATEMENT SETTING FORTH ANY CHANGES IN OTHER MATERIALS, EQUIPMENT, OR OTHER WORK THAT INCORPORATION OF THE SUBSTITUTION WOULD REQUIRE SHALL BE INCLUDED. THE BURDEN OF PROOF OF THE MERIT OF THE PROPOSED SUBSTITUTION IS UPON THE REQUESTER.
4. IF IN THE OPINION OF THE PROJECT ARCHITECT THE PRODUCT OR PROCESS SUBMITTED DOES NOT MEET WITH THE INTENT OF THE DESIGN IN FITNESS AND/OR FUNCTION, THEN THE PROJECT ARCHITECT RESERVES THE RIGHT TO ACCEPT OR REJECT SUCH SUBMISSIONS.
5. IF THE PROJECT ARCHITECT APPROVES ANY PROPOSED SUBSTITUTION PRIOR TO RECEIPT OF BIDS, SUCH APPROVAL SHALL BE SET FORTH IN AN ADDENDUM APPROVED AND ISSUED BY THE ARCHITECT. BIDDERS SHALL NOT RELY UPON APPROVALS MADE IN ANY OTHER MANNER.
6. NO SUBSTITUTIONS SHALL BE CONSIDERED AFTER THE CONTRACT AWARD UNLESS SPECIFICALLY PROVIDED IN THE CONTRACT DOCUMENTS.

E. ADDENDA

7. ADDENDA SHALL BE EMAILED TO ALL WHO ARE KNOWN BY THE ARCHITECT TO HAVE RECEIVED A COMPLETE SET OF BIDDING DOCUMENTS.

8. ADDENDA ISSUED WITHIN SEVENTY-TWO (72) HOURS OF THE CURRENT BID DUE DATE/TIME SHALL CAUSE THE BID DUE DATE TO BE EXTENDED BY SEVEN (7) CALENDAR DAYS.
9. BIDDERS SHALL ASCERTAIN PRIOR TO THE SUBMISSION OF THE BID THAT ALL ISSUED ADDENDA HAVE BEEN RECEIVED, AND THE RECEIPT SHALL BE ACKNOWLEDGED ON THE FORM OF PROPOSAL (BID PROPER) IN THE APPROPRIATE SPACES DESIGNATED ON THE FORM OF PROPOSAL. BIDDER REPRESENTATION

ARTICLE 2 - BIDDER REPRESENTATION

A. EACH BIDDER BY SUBMITTING THE BID REPRESENTS THE FOLLOWING:

1. THE BIDDER HAS READ AND VERIFIED THE BIDDING DOCUMENTS INCLUDING ALL REQUIREMENTS AND THE BID IS MADE IN ACCORDANCE THEREWITH.
2. THE BIDDER HAS VISITED THE SITE AND IS FAMILIAR WITH THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND CORRELATED THE OBSERVATIONS WITH THE REQUIREMENTS OF THE BIDDING DOCUMENTS.
3. THE BIDDER HAS PREPARED THE BID AND ALTERNATES BASED UPON THE MATERIALS, LABOR, SYSTEMS, AND EQUIPMENT REQUIRED BY THE BIDDING DOCUMENTS WITHOUT EXCEPTION.

ARTICLE 3 - BIDDING PROCEDURE

A. TIME AND PLACE FOR RECEIVING BIDS

1. PROPOSALS SHALL BE RECEIVED AND ACCEPTED UNTIL WEDNESDAY, AUGUST 28, 2023 AT NOON LOCAL TIME AT THE OFFICE OF ROBERT P. MADISON INTERNATIONAL, INC.
2. **PROJECT TITLE: WILSON BRUCE EVANS HOME– PHASE I
Porch Reconstruction and Masonry Repair**
3. NOTICE IS HEREBY GIVEN THAT SEALED PROPOSALS WILL BE RECEIVED AT ROBERT P. MADISON INTERNATIONAL, INC. 1215 SUPERIOR AVENUE, SUITE 110, CLEVELAND, OHIO 44114.
IN DUPLICATE BIDS MUST BE RECEIVED BY THE RECEPTIONIST LOCATED IN THE OFFICE OF ROBERT P. MADISON INTERNATIONAL, INC. BY NOON. OR EMAILED TO SANDRA MADISON @ SMADISON@RPMADISON.COM COPY CAROL LASSER @ CAROL.LASSER@EVANSHHS.COM AND ZEI BLACK @ ZBLACK@RPMADISON.COM

B. QUALIFICATION REQUIREMENT INSTRUCTION TO BIDDERS

BIDDER IS REQUIRED TO SUBMIT STANDARD FORM AIA G305-1986 CONTRACTOR'S QUALIFICATIONS STATEMENT BY NOON ON AUGUST 28, 2023 AT ROBERT P. MADISON INTERNATIONAL, INC, 1215 SUPERIOR AVENUE, SUITE 110, CLEVELAND, OHIO 44114.

C. EVIDENCE OF ABILITY TO PERFORM THE WORK

1. BIDDER MUST PRESENT EVIDENCE THAT THEY ARE FULLY COMPETENT AND HAVE THE NECESSARY FACILITIES AND PECUNIARY RESOURCES TO DELIVER THE MATERIAL AND COMPLETE THE WORK TO BE PERFORMED HEREUNDER IN A SATISFACTORY MANNER AND WITHIN THE TIME SPECIFIED.
2. BIDDERS ARE REQUIRED TO FURNISH SATISFACTORY EVIDENCE OF THEIR EXPERIENCE AND ABILITY TO EXECUTE WORK OF LIKE CHARACTER TO THAT SPECIFIED AND SHOWN.

D. BID PACKAGE REQUIRED SUBMISSION

1. BIDDERS ARE **REQUESTED** TO SUBMIT HARD COPY BIDS PROPERLY ON THE STANDARD FORMS **IN-DUPLICATE**. OR EMAIL AS STATED IN ARTICLE 3 (A3). ANY ADDITIONS TO OR DELETIONS FROM THE BID FORMS, SPECIAL NOTATION, UNAUTHORIZED ALTERNATES, OR CONDITIONS NOT CONTEMPLATED IN THE SPECIFICATIONS SHALL SERVE TO RENDER THE BID INFORMAL AND UNACCEPTABLE AND CAUSE THE BID TO BE REJECTED AS NON-RESPONSIVE.
2. **BID PROPOSAL SHALL CONTAIN THE FOLLOWING DOCUMENTS:**

NOTES: THE BIDDER SHALL TAKE THE FOLLOWING PRECAUTIONS IN PREPARING THE PROPOSAL:

- SIGN ALL PROPOSAL COPIES WITH ORIGINAL SIGNATURE.
- BE CERTAIN THAT THE BID BOND IS PROPERLY EXECUTED AND SIGNED BY BOTH THE SURETY (SURETIES) AND THE BIDDER WITH NAMES OF THE PARTIES SIGNING THE DOCUMENT TYPED IMMEDIATELY BELOW SIGNATURE, (AFFIX CORPORATE SEAL(S)).
- BE CERTAIN THAT THE AMOUNT OF THE BID SECURITY IS FOR A SPECIFIC SUM, IN THE AMOUNT AS INSTRUCTED IN ARTICLE 5 - BID SECURITY.
- IF A BOND IS SUBMITTED, BE CERTAIN THAT THE AGENT OF THE SURETY BONDING COMPANY HAS FURNISHED CREDENTIALS SHOWING ITS POWER OF ATTORNEY.

E. SUBMISSION OF BIDS

3. PROPOSALS MUST BE SEALED AND ADDRESSED: ROBERT P. MADISON INTERNATIONAL, INC. 1215 SUPERIOR AVENUE, SUITE 110, CLEVELAND, OHIO 44114, IN ENVELOPE MARKED:

PROJECT TITLE: WILSON BRUCE EVANS HOME
Porch Reconstruction and Masonry Repair – Phase I
33 E Vine Street
Oberlin, Ohio 44074

F. WITHDRAWAL OF BID

NO BID SHALL BE ALLOWED TO BE WITHDRAWN AFTER IT HAS BEEN DEPOSITED WITH WILSON BRUCE EVANS HOME FOR A PERIOD OF SIXTY (60) DAYS BY THE OHIO REVISED CODE, SECTION 153.12. THE AWARD AND EXECUTION OF THE CONTRACT SHALL BE MADE WITHIN (60) DAYS AFTER THE BID OPENING UNLESS EXTENDED BY MUTUAL AGREEMENT.

ARTICLE 4 - CONSIDERATION OF BIDS

REJECTION OR ACCEPTANCE OF BIDS

WILSON BRUCE EVANS HOME RESERVES THE RIGHT TO REJECT ANY/OR ALL BIDS AND ANY PART OR PARTS OF ANY BID AND ALSO THE RIGHT TO WAIVE ANY FORMALITIES IN THE BID. IN AWARDING A CONTRACT, THE COUNTY RESERVES THE RIGHT TO CONSIDER ALL ELEMENTS ENTERING INTO THE QUESTION OF DETERMINING THE RESPONSIBILITY OF THE BIDDER. ANY BID WHICH IS INCOMPLETE, CONDITIONAL, OBSCURE, OR WHICH CONTAINS ADDITIONS NOT CALLED FOR, OR IRREGULARITIES OF ANY KIND, SHALL BE CAUSE FOR REJECTION OF BID.

B. METHOD OF CONTRACT AWARD

A CONTRACT SHALL BE AWARDED TO THE **LOWEST AND BEST** BIDDER IN ACCORDANCE WITH THE BIDDING DOCUMENTS AND MOST ADVANTAGEOUS TO WILSON BRUCE EVANS HOUSE. WILSON BRUCE EVANS HOUSE RESERVES THE RIGHT TO CONSIDER ALL ELEMENTS ENTERING INTO THE QUESTION OF DETERMINING THE LOWEST AND BEST BID INCLUDING:

1. WHETHER THE BIDDER HAS THE APPROPRIATE EXPERIENCE, REPUTATION, AND WORKFORCE TO PERFORM THE REQUIRED WORK;
2. THE BIDDER'S PAST PERFORMANCE ON LEGAL AND ETHICAL MATTERS;
3. WHETHER THE BIDDER EXHIBITS A HISTORY OF WORKFORCE STABILITY AND WORKPLACE SAFETY, AND PROVIDES WORKERS A FAIR WAGE AND FAIR BENEFITS, AS EVIDENCED BY PAYROLL AND EMPLOYEE RECORDS, FOR THE REQUIRED WORK, BASED ON MARKET CONDITIONS;
4. WHETHER THE BIDDER HAS ADHERED TO ALL CONDITIONS AND REQUIREMENTS OF THE BID AND SPECIFICATIONS;
5. THE QUALITY OF THE PRODUCT OR SERVICE PROVIDED BY THE BIDDER ON PREVIOUS PROJECTS;
6. WITH RESPECT TO A BIDDER WHOSE BID IS SUBSTANTIALLY BELOW THAT OF THE NEXT LOWEST BIDDER, SUPPLEMENTAL DETAILS

- REGARDING THE BID AND/OR HISTORICAL INFORMATION REGARDING PERFORMANCE AND COSTS ON SIMILAR CONTRACTS TO DEMONSTRATE THE BIDDER'S ABILITY TO COMPLETE THE CONTRACT AT THE PRICE SPECIFIED;
7. WHETHER THE BIDDER IS ABLE TO COMPLY WITH THE CRITERIA IN THE BID DOCUMENTS
 8. MAINTENANCE COSTS AND WARRANTY PROVISIONS PROVIDED FOR IN THE BID;
 9. THE DELIVERY OR COMPLETION DATE PROVIDED FOR IN THE BID;
 10. WHETHER THE BIDDER HAS HAD THE PROFESSIONAL LICENSE OF ANY OF ITS PRINCIPALS OR EMPLOYEES REVOKED FOR MALFEASANCE OR MISFEASANCE;
 11. WHETHER THE BIDDER MEETS ANY OTHER REQUIREMENTS DETERMINED BY WILSON BRUCE EVANS HOUSE. TO BE SPECIFICALLY RELEVANT TO THE PROPOSED CONTRACT.

C. ESTIMATED COST OF CONSTRUCTION

THE ESTIMATED COST OF CONSTRUCTION FOR WILSON BRUCE EVANS PHASE I IS 90,000 DOLLARS.

ARTICLE 5 - BID SECURITY

BID BOND/CERTIFIED, CASHIER CHECK/LETTER OF CREDIT

EACH BID SHALL BE ACCOMPANIED BY A BID BOND FOR THE FULL AMOUNT (100%) OF THE BID OR THE TOTAL AMOUNT OF THE BID. IF A BID BOND IS SUBMITTED AS THE BID GUARANTY, IT MUST BE THAT OF AN APPROVED SURETY COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OHIO.

IF A CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT IS SUBMITTED AS THE BID GUARANTY, IT MUST BE DRAWN ON A SOLVENT BANK AND MADE PAYABLE WITHOUT CONDITION TO WILSON BRUCE EVANS HOUSE. THE BOND OR CERTIFIED CHECK SHALL BE HELD AS A GUARANTEE THAT IF THE PROPOSAL IS ACCEPTED, THE BIDDER SHALL ENTER INTO A CONTRACT FOR THE SAME.

CONTRACT BOND

THE SUCCESSFUL BIDDER SHALL BE PREPARED TO PROVIDE THE OWNER (WITH THE REQUIRED PERFORMANCE AND PAYMENT BONDS. IF THE BID GUARANTY AND CONTRACT BOND FORM IS USED IT SHALL AUTOMATICALLY INCREASE TO A ONE HUNDRED PERCENT (100%) CONTRACT BOND. IF A CERTIFIED CHECK, CASHIER'S CHECK, OR IRREVOCABLE LETTER OF CREDIT WAS SUBMITTED AS A BID GUARANTEE THE SUCCESSFUL BIDDER SHALL BE

PREPARED TO FURNISH PERFORMANCE AND PAYMENT BONDS IN THE AMOUNT OF ONE HUNDRED PERCENT (100%) OF THE BID.

WITHDRAWAL OF BID AFTER CONTRACT AWARD

IN THE EVENT OF THE WITHDRAWAL OF SAID BID AFTER RECEIVING NOTICE OF AWARD, THE BIDDER SHALL BE LIABLE TO THE OWNER FOR THE FULL AMOUNT OF THE BID GUARANTEE AS REPRESENTING THE DAMAGE TO THE OWNER ON ACCOUNT OF THE DEFAULT OF THE BIDDER.

RETURN OF BID SECURITY

THE BID SECURITY SHALL BE RETURNED BY WILSON BRUCE EVANS HOME ONLY WHEN WILSON BRUCE EVANS HOME HAS DELIBERATED ON THE BIDS, THAT IS, TO MAKE AN AWARD OR REJECT THE BIDS. WILSON BRUCE EVANS HOME SHALL DELIBERATE ON THE SAID BIDS WITHIN FIFTEEN (15) DAYS AFTER THE TIME SET FOR THE SUBMISSION OF BIDS.

ARTICLE 6 - BONDS AND CERTIFICATES

BOND REQUIREMENTS

1. BEFORE ENTERING INTO A CONTRACT THE SUCCESSFUL BIDDER SHALL UPON AWARD OF CONTRACT, FURNISH TO WILSON BRUCE EVANS HOME. A BOND, PAYABLE TO WILSON BRUCE EVANS HOME. FOR THE USE OF WILSON BRUCE EVANS HOME. IN A SUM EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNT OF THE CONTRACT, EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF OHIO, CONDITIONED ON THE FAITHFUL PERFORMANCE OF THE WORK IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS FOR THIS IMPROVEMENT.
2. ALL BONDS MUST BE SIGNED BY THE AUTHORIZED AGENT OF AN ACCEPTABLE SURETY BONDING COMPANY AND BY THE BIDDER (AFFIX CORPORATE SEAL(S)).
3. SURETY BONDING COMPANY BONDS MUST BE SUPPORTED BY CREDENTIALS SHOWING THE POWER OF ATTORNEY OF THE AGENT, A CERTIFICATE SHOWING THE LEGAL RIGHT OF THE BONDING COMPANY TO DO BUSINESS IN THE STATE OF OHIO, AND A FINANCIAL STATEMENT OF THE SURETY. THESE SUPPORTING STATEMENTS NEED ONLY BE FURNISHED BY THE SUCCESSFUL BIDDER ON THE AWARD OF THE CONTRACT.

CERTIFICATE OF INSURANCE

THE SUCCESSFUL BIDDER SHALL ALSO BE REQUIRED TO DEPOSIT WITH WILSON BRUCE EVANS HOME, A CERTIFICATE OF INSURANCE SHOWING COMPREHENSIVE GENERAL LIABILITY WITH **WILSON BRUCE EVANS HOME AND ROBERT P. MADISON INTERNATIONAL, INC.** NAMED ADDITIONAL INSURED, IN THE MINIMUM AMOUNT OF 1,000,000 EACH OCCURRENCE AS HEREINAFTER SPECIFIED.

C. WORKER'S COMPENSATION CERTIFICATE

THE SUCCESSFUL BIDDER SHALL ALSO BE REQUIRED TO DEPOSIT WITH WILSON BRUCE EVANS HOUSE. THE OFFICIAL CERTIFICATE EVIDENCING COMPLIANCE WITH **THE WORKER'S COMPENSATION LAWS OF THE STATE OF OHIO AND THE DRUG-FREE WORKPLACE PROGRAM.**

ARTICLE 7 - MECHANICS LIEN LAW

NOTICE OF COMMENCEMENT

WILSON BRUCE EVANS HOUSE. SHALL PREPARE THE **NOTICE OF COMMENCEMENT** INDICATING ALL PARTIES WHO HAVE A DIRECT/INDIRECT INTEREST IN THIS CONTRACT. FURTHER, THE SAID NOTICE SHALL BE POSTED IN A CONSPICUOUS LOCATION ON THE JOB SITE.

ARTICLE 8 - TIME OF COMMENCEMENT AND COMPLETION DATE

TIME OF COMMENCEMENT

THE DATE ON THE "NOTICE OF AWARD AND COMMENCEMENT" LETTER FROM WILSON BRUCE EVANS HOME SHALL CONSTITUTE THE AWARD OF CONTRACT DATE AND SHALL INDICATE THE OFFICIAL COMMENCEMENT OF THE PROJECT.

COMPLETION DATE

ALL WORK SHALL BE SUBSTANTIALLY COMPLETE AS NOTED BELOW AFTER THE NOTICE TO PROCEED WITH THIS CONTRACT.

BASED ON THE INDICATED CALENDAR DAYS ABOVE AND THE NOTICE TO PROCEED BELOW, THE FOLLOWING MILESTONE DATES ARE ANTICIPATED:

- | | | |
|----|---------------------------------|-----------|
| 1. | NOTICE TO PROCEED/ COMMENCEMENT | 11-1-2023 |
| 2. | BASE BID COMPLETION | 2-1-2024 |

ARTICLE 10- PROJECT SITE VISITATION AND PREBID CONFERENCE

A. MANDATORY PROJECT PRE-BID CONFERENCE/ SITE REVIEW

THERE SHALL BE A PRE-BID CONFERENCE AND SITE REVIEW AT THE FOLLOWING LOCATION, DATE AND TIME:

PLACE: **WILSON BRUCE EVANS HOME, 33 East Vine Street, Oberlin, Ohio, 44074**

REHABILITATION OF WILSON BRUCE EVANS HOME
33 E. VINE STREET, OBERLIN, OHIO 44074

2118

DATE: **Friday, August 25, 2023**

TIME: **9:00 A.M.**

END OF DOCUMENT