FORM OF PROPOSAL
GENERAL CONTRACT BID FORM

Portage County Sheriff's Department Regional Training Center Expansion

1. **This bid form is for one General Contract** to complete all work as outlined in the bid documents as titled above.
2. For the purposes of this document "Owner" shall mean Portage County Board of Commissioners.
3. The wording of this Proposal shall be retained throughout, without change, alterations, or additions. Any change in the wording may cause the Proposal to be rejected.
4. The attention of the bidder is called to Article 3, all of subparagraph 3.3 (Substitutions) and 3.4 (Addenda) of the Instructions to Bidders.
5. Bid Form must be filled out in its entirety, and **submitted prior to due date and time** to be considered a valid bid. Bids may not be withdrawn for at least sixty (60) days after the bid due date.
6. The Owner reserves the right to reject any or all of the bids to accept or reject any or all bids in whole or in part, to waive any informalities or irregularities in the bids received, and to accept any bid which it deems favorable.
7. Bids will be received until **2:00 p.m., Tuesday, February 28, 2017**, prevailing time to the office of JoAnn Townend, Director. Late bids will not be accepted. Bids will be opened immediately after receipt.
8. Bidders must comply with the Rules and Regulations of Equal Employment Opportunity; Drug-Free Work Place Program.
9. This contract will require five percent retainage (10% of first 50% - 5% total).
10. The following are additional contract documents, part of the Bid Documents and must be complied with:

A701	- Instructions to Bidders
A101	- Standard Form Of Agreement Between Owner and Contractor
A201	- General Conditions of the Contract for Construction
G702 & G703	- Application for Payment
G701	- Change Order

11. Contractor **will not** be permitted to use of Owner's dumpsters or other trash containment equipment. Contractor **will** be permitted to use of Owner's water and electricity in the existing building where construction will be done. It must be clean upon completion of project.
12. **Certificate Of Occupancy**: The General Contractor shall obtain a Certificate of Occupancy from the local building officials upon completion of the Work.
13. The following items shall be presented to the Owners Representative in a Close Out Binder in duplicate:
    a. Developer, General Contractor and Sub Contractor telephone numbers and addresses
    b. Final Waiver of Lien
    c. Certificate of Occupancy
    d. All Warranty Items e.g. HVAC, Roof, Doors, Water Heater, etc…
    e. Operations Manuals
    f. Specification and cut sheet information
    g. Summary List of Changes
    h. List of paints, manufacturers and mixtures
    j. Complete and signed punch list from the Architect.

    Final Invoice for retainage will not be processed by the Owner until the Close Out Binder is received in duplicate. All Close Out Binders should be delivered to the attention of the Architect.

PROPOSAL

Submitted by:_____.

TO: **Portage County Board of Commissioners**
449 S. Meridian St 7th Floor
Ravenna, Ohio 44266

Having carefully examined the Bid Documents, containing (a) Bidding Requirements, (b) Contract Forms and Exhibits A, B, C, (c) Conditions of the Contract, and (d) Construction Drawings, entitled,
Portage County Board of Commissioners
449 S. Meridian St 7th Floor Ravenna, Ohio 44266
including Addenda numbered: _____
dated:_____ and having inspected the existing site and neighboring facility and noted all conditions affecting the work, hereby proposed to furnish all labor, material, fees and permits, transportation, equipment, and services necessary to complete the work as specified and shown for the following sum(s):

GENERAL CONTRACT BID (FOR ALL WORK)

Total for the sum of _____

_____.
(written amount)

ADD ALTERNATE # ____ (if needed as required by addendum request)

Total for the sum of _____

_____.
(written amount)

The following is provided for Contractor input only:

DEDUCT VALUE ENGINEERING #1

Total for the sum of _____

Description: This bid shall include all labor, material, permits, fees and services required for
_____

_____

DEDUCT VALUE ENGINEERING #2

Total for the sum of _____

Description: This bid shall include all labor, material, permits, fees and services required for
_____

_____

Subcontractor List

Contractor must list all subcontractors who will be used in this contract, their address and contact number.

Subcontractor & Trade	Address	Contact #

SUBSTITUTION SHEET

Refer to "Standards - Substitutions", Paragraph 4.4.3 of the "Supplementary Conditions", regarding the use of material or methods other than "Standards". All bids must be based on the "Standards" specified.

Bidder is to list here any "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating"No change in price", if none is proposed.

BRAND OR MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT

It is understood and agreed that the proposal submitted is based on furnishing "Standards" as specified and entitles the Owner to require that such named materials and methods be incorporated in the work, except as Substitution for same based on the supplementary quotations entered above, are accepted and subsequently made a part of the written contract.

_____

_____

(Signature of Bidder)

STANDARDS

The undersigned states that this bid is based upon the "Standards" specified and that he has entered on the attached substitution sheet all products, with their respective changes of value, which he offers as possible substitutions.

ACCEPTANCE OF BIDS

In submitting the Bid, the undersigned acknowledges that representations in this Bid are material and binding and not mere recitals and agrees:

1. To enter into and execute a Contract, if awarded on the basis of this Bid, and to furnish all bonds and insurance required by the Bidding Documents or the Owner's legal council.
2. Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
3. Bidder has visited the site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding or unanswered questions regarding the interpretation of the Contract Documents.
4. To accomplish the Work in accordance with the Contract Documents.
5. To complete the work by the time stipulated.

_____
Name of Corporation

_____
Name of Firm (Partnership)

_____
Name of Firm (Individual)

By:_____
Signature

_____
No. Street

_____
City State Zip

_____
Telephone Fax Date

_____
E-mail address

EXHIBIT A - Insurance Requirements

Insurance Certificates (AIA document G705) shall be furnished by the Contractor which shall include comprehensive general liability, property damage, bodily injury, voluntary medical payments, builder's risk, and Workers' Compensation. This completed certificate shall be submitted prior to commencing work. Liability insurance shall include all major divisions of coverage and be on a comprehensive basis.

Comprehensive General Liability:
Bodily Injury……. ……..$1,000,000.00/each person
$2,000,000.00/each occurrence

Property Damage……..……..…$1,000,000.00/each person
$2,000,000.00/each occurrence

Voluntary Medical Payment…… …...…..$10,000.00/each person
$50,000.00/each occurrence

Automobile Liability:

Bodily Injury……..……...$500,000.00/each person
$1,000,000.00/each occurrence

Property Damage……..……....$500,000.00/each person

Workers' Compensation:

Employer's Liability…….$500,000.00 or statutory

Workers' Compensation……..….……....statutory

Independent Contractors-same limits as above

EXHIBIT B - Affirmative Action Clause

AFFIRMATIVE ACTION CLAUSE

The Contractor agrees that, during the performance of this contract, he will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, or because he or she is a disabled veteran or a veteran of the Vietnam era. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, physical or mental handicap, or status as a disabled veteran or a veteran of the Vietnam era. The Contractor agrees not to maintain or provide for his employees any facilities segregated on the basis of race, color, or national origin because of habit, local custom, or otherwise and will otherwise comply with the May 9, 1967 order for elimination of segregated facilities, by the Secretary of Labor (32 Federal Regulation 1439, May 19, 1967). In addition, the Contractor agrees to comply with the provisions of the Affirmative Action Clauses contained in 41 C.F.R. 60-1.4 (a), 60-250.4 and 60-741.4 which are specifically incorporated herein by reference pursuant to 41 C.F.R. 60-1.4 (d), 60-250.22 and 60-741.22.

*Footnote: The C.F.R. references refer to various sections of regulations of the Department of Labor found at Title 41 of the Code of Federal Regulations,

Acknowledged by:_____

Date:_____

EXHIBIT C - DRUG FREE WORKPLACE PROGRAM

Effective for any competitive bid is requiring all contractors, as a condition of entering into a contract, to be enrolled in The Bureau of Workers' Compensation's (BWC) Drug-Free Workplace Program (DFWP) or Drug-Free EZ program for small employers (DFEZ). Self-insured employers will need to submit an application to BWC and offer a
comparable BWC DFWP program to be included on the list of eligible contractors. Other contractors that have a comparable program will be asked to submit their written policies and supportive materials to BWC for a determination to be made regarding whether their programs are indeed comparable or what they might need to do for their programs to become comparable. Each contractor shall require all subcontractors to satisfy these requirements as a condition of entering into a subcontract. In evaluating the award of the applicable contract, the Project Administrator is to review the list of contractors who have applied to participate in a BWC drug-free workplace program, including employers with programs that BWC has determined to be comparable, along with the standard bidder responsibility analysis. If a contractor is not enrolled in a program, the contractor may submit an application to BWC subsequent to learning of a successful bid. Any contractor that is not enrolled in a BWC drug-free program (DFWP or DF-EZ) or that does not have a program that BWC has determined to be comparable will not have satisfied the conditions precedent to contract execution and may not be awarded the contract. To verify DFWP enrollment for a contractor or subcontractor, go to BWC's website at:
https://www.ohiobwc.com/employer/services/StateContract/nlbwc/StateContractl.asp
This website allows you to enter either the contractor or subcontractor's BWC policy number, federal tax ID number or a social security number. Upon entering one of these numbers, another screen will be displayed with the contractor or subcontractor's policy number, their company name and one of the following: approved, not approved or application not received. Contractors already participating in one of BWC's drug-free programs should contact BWC to ensure that their names are included on the list. An application for a BWC drug-free program is accepted any time. Contractors/subcontractors not on the list will not be permitted to work on a statefunded construction site until they have submitted an application and have agreed to implement a drug-free workplace program or have been determined to have a comparable program in place by BWC. BWC will provide a workers' compensation premium discount to those contractors and sub-contractors who enroll in a BWC drug-free program.
Any employers whose programs are judged to be comparable and that are not participating in either of BWC's drug-free programs will NOT be eligible for a discount nor will they be eligible for safety grant funds. The discount (temporary rate reduction) for participating in a BWC drug-free program is applied to the premium of eligible employers twice a year and is done in relationship to the company filing its workers' compensation payroll report which is due the last day of February and the last day of August.
A Drug-Free Workplace Application Form needs to be completed. This form is available from BWC on line at www.ohio.bwc.com (click on Ohio employers, then drugfree workplace to find the on-line form) – you may either complete the form on line (if you have established an on-line account with BWC) or have Acrobat Reader, allowing you to download and print the form. If you call toll free at 1-800-OHIOBWC, BWC's Forms and Publications Department wills send you a copy of the form which is also available at the back of the Drug-Free Workplace and Drug-Free EZ Procedural Guide, a publication which fully explains the program its benefits, and the discounts available for participating. Even self-insuring employers, while not eligible for a premium discount, should fill out an Application form.

EXHIBIT D 153.571. Form of Bid Guaranty Bond.

The bond provided for in division (B) of section 153.54 of the Revised Code shall be in substantially the following form, and recovery of any claimant thereunder shall be subject to sections 153.01 to 153.60 of the Revised Code, to the same extent as if the provisions of such sections were fully incorporated in the bond form:

"KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned ..... as principal and ..... as sureties, are hereby held and firmly bound unto ..... as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on ..... to undertake the project known as ..... The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of ..... dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this ..... day of ....., ... THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid for .....

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said ..... shall well and faithfully do and perform the things agreed by ..... to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materials suppliers or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond."

In addition to this document, the following AIA Documents and Division One and Architectural Documents are part of and complete these Bid Documents.

AIA Documents

AIA Document A701 - Instructions to Bidders
AIA Document A201 - General Conditions & Supplementary General Conditions
AIA Document A101 - Owner Contractor Agreement & related forms
AIA Document G701 - Change Order
AIA Document G702 & G703 - Application for Payment
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Division One

01010 Summary of Work
01020 Allowances
01027 Application for Payment
01035 Modification Procedures
01040 Project Coordination
01045 Cutting and Patching
01200 Project Meetings
01230 Alternates
01300 Submittals
01400 Quality Control
01421 Reference Standards and Definitions
01500 Construction Facilities and Temporary Controls
01631 Substitutions
01700 Contract Closeout
01740 Warranties and Bonds

Architectural Drawings

T-1 Title Sheet & Site Plan
A-1 Floor Plan and Details
A-2 Elevations
A-3 Door and Finish Schedules
A-4 Wall Sections
SP-1 Specifications
SP-2 Specifications
SP-3 Specifications
S-1 Foundation and Roof Framing Plans
M-1 HVAC / Plumbing Schedules and Details
M-2 HVAC / Plumbing Schedules and Details
M-3 HVAC Plan & Notes
M-4 Plumbing Plan, Notes & Isometric
M-5 Mechanical Specifications
E-1 Electrical Plan & Notes
E-2 Lighting Plan and Ceiling Plan
E-3 Panel Schedules and One Line Diagram