



**PLAZA MEMBRANE & CONCRETE REPAIRS LIBRARY ROOF /
PLAZA and GLASS BOX ENTRY**

SCC PROJECT # FAC 17-04/18-02

444 W. Third Street
Dayton, Ohio 45402

Addendum No. 3

October 9, 2017

This addendum is a modification of the Contract Documents for this project. It is to be considered in the Proposals and covers additions to or changes in the Contract Documents as follows:

This addendum includes these (1) sheet and (2) attached documents (12) pages.

A. General:

1. Bid Date: Change to November 2, 2017.

B. Specifications:

1. Document Section 00 10 00 Solicitation (General Contracting Project)
 - i. Delete the current document 00 10 00 in its entirety
 - ii. Insert Document 00 10 00 as attached.
2. Document Section 00 41 13 Bid Form (General Contracting Project)
 - i. Delete the current document 00 41 13 in its entirety
 - ii. Insert Document 00 41 13 as attached.

END OF ADDENDUM

Document 00 10 00 - Solicitation (General Contracting Project) State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received until Thursday, November 2, 2017 at 2:00PM by:

Sinclair Community College, Purchasing Department, Room 7324
444 West Third Street
Dayton, Ohio 45402

At this time, all Bids will be opened at Sinclair Building 17, Room 17140 and read aloud.

for the following Project:

Project FAC. 17-04 & 18-02
Plaza Membrane & Concrete Repairs Library Roof / Plaza and Glass Box Entry
Sinclair Community College
Dayton, Ohio 45402

in accordance with the Contract Documents prepared by:

ALAN SCHERR ASSOCIATES, LLC
33 West First Street, Dayton, Ohio 45402
937-222-4585
937-222-4520
Alan R. Scherr, AIA
as@asaohio.com

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer (“A/E”) no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

From time to time, the Commission issues new editions of the “State of Ohio Standard Requirements for Public Facility Construction” and may issue interim changes. Bidders must submit Bids that comply with the version of the Standard Requirements included in the Contract Documents.

Prevailing Wage rates and Equal Employment Opportunity requirements are applicable to this Project.

This Project is subject to the State of Ohio’s Encouraging Diversity, Growth, and Equity (“EDGE”) Business Development Program. A Bidder is required to submit with its Bid and with its Bidder’s Qualifications form, certain information about the certified EDGE Business Enterprise(s) participating on the Project with the Bidder. Refer to **Section 6.1.11** of the **Instructions to Bidders**.

The EDGE Participation Goal for the Project is **<0.0> percent**.

The percentage is determined by the contracted value of goods, services, materials, and labor that are provided by EDGE-certified business(es). The participation is calculated on the total amount of each awarded contract. For more information about EDGE, contact the State of Ohio EDGE Certification Office at <http://das.ohio.gov/eod>, or at its physical location: 4200 Surface Road, Columbus, Ohio 43228-1395; or by telephone at (614) 466-8380.

The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review in accordance with Section 123:2-5-01 of the Ohio Administrative Code including a review of the Bidder’s employment records and an on-site review.

The Bidder must indicate on the Bid Form, the locations where its services will be performed in the spaces provided or by attachment in accordance with the requirements of Executive Order 2011-12K related to providing services only within the United States. Failure to do so may cause the Bid to be rejected as non-responsive.

DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT. COPIES OF OHIO REVISED CODE SECTION 153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE OHIO FACILITIES CONSTRUCTION COMMISSION.

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program (“DFSP”) approved by the Ohio Bureau of Workers’ Compensation (“OBWC”) prior to submitting a Bid and provide, on the Bid Form with its Bid, certain information relative to their enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in **Section 1.6** of the **General Conditions**.

Bids will be received for:

<u>Trade</u>	<u>Estimate</u>
General Contract	\$4,500,000.00
A-1 Fountain Repair & Lighting	\$45,431.00
(Base Bid includes new granite cap and vertical veneer surface around the perimeter of the fountain.)	
A-2 Pylons and Catenary Lights	\$263,148.00
(Base Bid includes buried conduit to each pylon for operation of internal pylon lighting and pylon supported catenary lighting.)	
A-3 Wall Mounted Steel Benches	\$17,058.00
A-4 Pavilion / Cube Roof Paver / Pedestal System	\$20,282.00
A-5 Bell Tower Lighting Conduit and Controls	\$4,327.00

All Bidders are strongly encouraged to attend the Pre-Bid Meeting on **October 3, 2017**, at **2:00 PM** at the following location:

SINCLAIR COMMUNITY COLLEGE

Main Campus, Building 17, Room 17-140, 444 West Third Street, Dayton, Ohio 45402

The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

The Contract Documents are available for purchase from **ARC Dayton, 424 E. Third St., Dayton, OH 45402, (937) 277-7930** at a non-refundable cost, plus shipping, if requested.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:

Cincinnati Builders Exchange

4350 Glendale-Milford Road, Suite 120
 Cincinnati, Ohio 45242
 Phone: (513) 769-4800 Ext 203
 Contact: Ashley Grandetti
 E-mail: agrandetti@bxohio.com
 Website: www.bxohio.com

ConstructConnect (formerly Reed)
 30 Technology Parkway South - Suite 100
 Norcross, Georgia 30092
 Phone: (800) 364-2059 Ext. 8158
 Contact: Allen Blair
 E-mail: isqftmr@gmail.com
 Website: www.constructconnect.com

Dodge Data Analytics
 c/o McGraw-Hill Company
 3315 Central Avenue
 Hot Springs, Arkansas 71913-6138
 Phone: (800) 393-6343
 Website: www.constructconnect.com
 To upload project documents:
<http://construction.com/dodge/submit-project.asp>

Region 4 Minority Business Assistance Center
 City of Dayton c/o Human Relations Council
 907 West Fifth Street
 Dayton, Ohio 45402
 Phone: (937) 333-1002
 Contact: RoShawn Winburn
 E-mail: roshawn.winburn@daytonohio.gov

Region 5 Minority Business Assistance Center

Greater Cincinnati African American Chamber
2945 Gilbert Avenue
Cincinnati, Ohio 45206
Phone: (513) 475-7151 Ext. 121
Contact: Deborah Davis
E-mail: deborah@african-americanchamber.com
Website: www.african-americanchamber.com

The Builder's Exchange, Inc. (Dayton)

2077 Embury Park Road
Dayton, Ohio 45414
Phone: (937) 278-5723
Contact: John Grandetti [Do not send documents]
E-mail: jgrandetti@bxohio.com
Website: www.bxohio.com

END OF DOCUMENT

Document 00 41 13 - Bid Form (General Contracting Project)
State of Ohio Standard Requirements for Public Facility Construction

Sealed bids will be received by the **Sinclair Community College, Purchasing Department, Room 7324** at 444 West Third Street, Dayton, Ohio 45402 until Thursday, November 2, 2017, at 2:00 PM for:

Project FAC. 17-04 & 18-02
PLAZA MEMBRANE & CONCRETE REPAIRS LIBRARY ROOF / PLAZA AND GLASS BOX ENTRY
SINCLAIR COMMUNITY COLLEGE

at

444 West Third Street, Dayton, Ohio 45402

for the

Sinclair Community College

The time for Substantial Completion of all Work is «NNN» consecutive days from the Notice to Proceed.

Having read and examined the proposed Contract Documents prepared by the Architect/Engineer for the above-referenced Project and the following Addenda:

Addendum Number	Date Received
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned Bidder proposes to perform all Work for the applicable Contract in accordance with the proposed Contract Documents, for the following sum(s):

Bid Package – GENERAL CONTRACT

ALLOWANCES (Include Allowance amounts in the **Base Bid** below. The Contractor’s Fee and costs for unloading and handling on the Site, labor, installation costs, and other expenses contemplated for the Allowances are included in the Base Bid and not in the Allowance.)

Item	Description	Amount
Allowance 1	Wall Repairs at steps and ramps	\$50,000.00
Allowance 2	Concrete Structure Repair	\$25,000.00
Allowance 3	Lower Level Carpet Tile @ \$50.00 Square Yard	\$ 7,500.00

BASE BID (Including Allowances above):

ALL LABOR AND MATERIALS, for the sum of \$ _____

Sum in words: _____

_____ and _____ /100 dollars.

Alternate No. A-1

1. Base Bid includes the includes material costs, receiving, handling and installation including Subcontractor and Contractor overhead and profit associated installation, new granite caps and vertical veneer surface around the perimeter of the fountain.
2. Alternate the includes material costs, receiving, handling and installation including Subcontractor and Contractor overhead and profit associated installation the repair of the fountain's existing pool subsurface, surface with new 2"x2" glazed tile and lighting.

(Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ _____

Sum in words: _____ and _____ /100 dollars.

Alternate No. A-2

1. Base Bid includes material costs, receiving, handling and installation including Subcontractor and Contractor overhead and profit associated installation conduit for power feeds and operation of the proposed pylons and catenary lights.
2. Alternate includes material costs, fabrication, receiving, handling and installation including Subcontractor and Contractor overhead and profit associated installation of the pylons and catenary lights in the plaza and noted on the drawings.

(Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ _____

Sum in words: _____ and _____ /100 dollars.

Alternate No. A-3

1. Alternate includes fabrication, material costs, receiving, handling and installation including Subcontractor and Contractor overhead and profit and installation of the wall mounted steel benches as noted on the drawings.

(Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ _____

Sum in words: _____ and _____ /100 dollars.

Alternate No. A-4

1. Alternate includes fabrication, material costs, receiving, handling and installation including Subcontractor and Contractor overhead and profit and installation of the Pavilion/Cube Roof Paver and Pedestal System as noted on the drawings and specifications..

(Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ _____

Sum in words: _____ and _____ /100 dollars.

Alternate No. A-5

1. Alternate includes fabrication, material costs, receiving, handling and installation including Subcontractor and Contractor overhead and profit and installation of the Bell Tower lighting, conduit and controls as noted on the drawings and specifications..

(Circle appropriate choice below and insert amount)

If Alternate is accepted, ADD TO / DEDUCT FROM Base Bid: \$ _____

Sum in words: _____ and _____ /100 dollars.

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BIDDER AFFIRMATION AND DISCLOSURE

Bidder acknowledges that by signing the Bid Form on the Bidder Signature and Information page, that it affirms, understands, and will abide by the requirements of Executive Order 2011-12K. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate “Not Applicable” in the appropriate spaces.

- 1. Principal business location of Contractor:

Address City, State, Zip

- 2. Location where services will be performed by Contractor:

Address City, State, Zip

Locations where services will be performed by Subcontractors, if known at time of Bid Opening:

Address City, State, Zip

Address City, State, Zip

Address City, State, Zip

- 3. Location where state data will be stored, accessed, tested, maintained, or backed-up, by Contractor:

Address City, State, Zip

Locations where state data will be stored, accessed, tested, maintained, or backed-up by Subcontractors, if known at time of Bid Opening:

Address City, State, Zip

Address City, State, Zip

Address City, State, Zip

**COMMITMENT TO PARTICIPATE
IN THE
EDGE BUSINESS ASSISTANCE PROGRAM**

Bidder: Mark only one option.

Use “✓” or “X” to mark option included in Bid

If marking Option B, also show percentage of proposed participation.

___ **Option A**

Bidder commits to *meet or exceed* the advertised EDGE Participation Goal of **the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder’s Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully-completed ***Bidder’s Qualification Form***, including an ***EDGE Affidavit*** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option B (also indicate percentage -- see text)**

Bidder *does not meet* the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, *commits to provide* _____ **percent of the Contract award amount**, calculated as a portion of the Base Bid plus all accepted Alternates, by using certified EDGE Business Enterprise(s).

Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed ***Demonstration of Good Faith*** form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully-completed ***Bidder’s Qualification Form***, including an ***EDGE Affidavit*** form for each certified EDGE Business Enterprise proposed for use by the Bidder if awarded the Contract for this Project.

___ **Option C**

Bidder declares that the Bidder is a certified EDGE Business Enterprise and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

BIDDER'S CERTIFICATIONS

The Bidder hereby acknowledges that the following representations in this Bid are material and not mere recitals:

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed 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.
2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: **(a)** the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; **(b)** unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; **(c)** no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Ohio Revised Code Chapter 4115 and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
8. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in **Article 5** of the Instructions to Bidders.
9. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

10. The Bidder acknowledges that it read all of the **Instructions to Bidders**, and in particular, **Section 2.10** - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
11. The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer to evaluate the responsibility of the Bidder.
12. The Bidder agrees to furnish the submittals required by **Section 6.1** of the **Instructions to Bidders** for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
13. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided, and **sign the Bid Form**.
14. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided, and **sign the Bid Form**.
15. Bidder acknowledges that by signing the Bid Form on the following Bidder Signature and Information page that it is signing the actual Bid and when submitted as a part of its bid package, shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
16. All signatures must be original.

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BIDDER SIGNATURE AND INFORMATION

Bidder's Authorized Signature: _____

Please print or type the following:

Name of Bidder's Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____ / _____ / _____

Contact person for Contract processing: _____

President's or Chief Executive Officer's Name / Title: _____

JOINT VENTURE ADDITIONAL BIDDER SIGNATURE & INFORMATION

Joint Venture Bidder's Authorized Signature: _____

Please print or type the following:

Name of Joint Venture Bidder's Authorized Signatory _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail Address: _____

Where Incorporated: _____

Federal Tax Identification Number: _____

Date enrolled in an OBWC-approved DFSP (month/date/year): _____ / _____ / _____

Contact person for Contract processing: _____

President's or Chief Executive Officer's Name / Title: _____

END OF DOCUMENT