

# PROJECT BID INFORMATION

## STORMWATER MANAGEMENT AT HOLIDAY HARBOR MARINA HURON, OH

PROJECT DESIGN AND MANAGEMENT TEAM:



**THE OHIO STATE  
UNIVERSITY**

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October 9, 2020

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ADVERTISEMENT FOR  
HOLIDAY HARBOR STORMWATER MANAGEMENT PROJECT  
HURON, OH

Holiday Harbor marina will be accepting bids for the Stormwater Management Project. Electronic bids consisting of a single PDF document will be accepted until **5 PM EST** on **October 26<sup>th</sup>, 2020** to Tom Solberg (partsandservice@huronlagoons.com). Email subject line should be clearly marked "Bid for Holiday Harbor Stormwater Management Project". Late proposals will not be accepted. Proposals will only be accepted in an electronic format as a PDF document. The proposer should provide a proposed construction window during which the construction will be completed. Bidders which plan to complete the work in 2020 will be favored.

Questions regarding the contract documents, agreement, job specifications and job site conditions shall be referred in writing via email no later than **5 PM EST** on **October 23<sup>rd</sup>, 2020** to Ryan Winston, Assistant Professor at Ohio State University. His email address is: [winston.201@osu.edu](mailto:winston.201@osu.edu).

Complete sets of plans and specifications will be available electronically on **October 12<sup>th</sup>, 2020** at **8 AM**. These will be available through Holiday Harbor marina, Ohio State University, and on the Erie Soil and Water Conservation District website. All bidders will be responsible for the entire set of Contract Documents.

A Bid Bond (attached, AIA Document A310, or suitable alternative), Cashier's Check, a bank draft, or Certified Check in the amount of 5% of bid (including alternates if applicable) must accompany the bid. Failure to provide the correct bid deposit may result in the bid being rejected.

All bids will remain firm for a period of ninety (90) calendar days after opening of bids.

The Owner reserves the right to accept or reject any one or all bids, to waive irregularities, and to accept a Bid which, in the Owner's opinion, is in the Owner's own best interests.

## SECTION 000101 - INSTRUCTIONS TO BIDDERS

### 1.1 TYPES OF BIDS REQUIRED

- A. Bids should be delivered to Tom Solberg of Holiday Harbor Marina as:
1. A single lump sum Bid incorporating all of the Work required to complete the Project, including all site and landscape work.

### 1.2 RECEIPT OF BIDS

- A. Electronic bids will be received via email at [partsandservice@huronlagoons.com](mailto:partsandservice@huronlagoons.com) by **5 PM EST on October 26<sup>th</sup>, 2020.**

### 1.3 EXAMINATION OF BIDDING DOCUMENTS

- A. The Bidding Documents (which include bid forms, other necessary bidding and contract forms, and the proposed Contract Documents) may be obtained electronically from Ryan Winston ([winston.201@osu.edu](mailto:winston.201@osu.edu)) upon request.

- B. Before submitting a Bid, Bidders shall carefully examine the Drawings, the Specifications, and other proposed Contract Documents in order to avoid omissions or duplications and to ensure a complete Project. Bidders shall visit the site, verify conditions under which the Work required by the proposed Contract Documents must be performed. Submission of a Bid signifies that the Bidder has visited the Project site, has made examinations and verifications, and is fully conversant with all conditions under which the Work is to be performed. No claims for additional compensation will be considered or paid the successful Bidder, due to the successful Bidder's failure to be so informed.

### 1.4. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS:

If any Bidder is in doubt as to true meaning or intent of any part the Bid Documents, the Bidder shall request clarification from the Bid Coordinator in **written form only** by e-mail. Bidder requests for clarification must be received by the Bid Coordinator no later than **5 PM EST on October 23<sup>rd</sup>, 2020.**

Any clarification of the Bid Documents, if made, will be by written numbered Addenda only. Addenda will be duly issued to all recipients of the Bid Documents no later than two (2) working days prior to the date set for receipt of Bids. No other form of communication shall be binding. Bidders shall direct written requests for clarification to the Bid Coordinator.

Ryan Winston, PhD, P.E.  
Bid Coordinator  
Assistant Professor  
Ohio State University  
Columbus, OH 43210  
E-mail: [Winston.201@osu.edu](mailto:Winston.201@osu.edu)

## 1.5 BIDDERS' QUALIFICATIONS

- A. Bidders submitting a Bid for the Project shall have the following qualifications:
- 1 Shall be a reputable, recognized organization with at least five (5) years of successful experience performing work of the type and scope, and of equal or better quality than required for the Project.
  - 2 Shall have applicable licenses, where licenses are required by authorities having jurisdiction.
  - 3 Shall have ample financial resources to perform the Work required by the Contract Documents.
- B. If requested, Bidders shall submit evidence, in affidavit form, of experience, financial resources, work now in hand, organization, and Bidder's integrity, to the Bid Coordinator at least fourteen (14) calendar days prior to time and date set for opening of Bids.

## 1.6 SUBMISSION OF BIDS

- A. Bids, and other documents required to be submitted with the Bid shall be submitted electronically as a single PDF document except for the check, which can also be submitted electronically. If the check is submitted electronically with the bid, a physical copy must also be mailed to Holiday Harbor Marina, Attn: Tom Solberg, 944 Main St, Huron, OH 44839.
- The Work to be performed under the Contract shall commence on or after **November 1, 2020**. Substantial Completion of the Work shall be achieved no later than **December 21, 2020**. The parties to the Contract agree that time is of the essence to the Contract regarding the Contractor's obligation to complete the Work as provided herein. Work shall be totally completed no later than **May 15, 2021**.
  - The successful Bidder and the Bidder's surety, if any, shall be liable for and shall pay the Owner the sums stipulated in the Supplementary Conditions and the Agreement as liquidated damages for each calendar day of delay after the date stated above, until the Work is substantially complete.
- B. The Bid shall be accompanied by a bid security in an amount equal to 5 percent of the amount of the Base Bid, plus all additive alternates, and shall be conditioned to secure the Owner from loss or damage by reason of the withdrawal of the Bid by the Bidder during the stipulated time period following time and date set for receipt of Bids, or by the failure of the successful Bidder to enter into a Contract with the Owner if the Bid is accepted by the Owner, or by failure to furnish required bonds. Bid security may be in the form of a Certified Check, a Bank Draft, a Cashier's Check, or a Bid Bond (attached, AIA Document A310, or suitable alternative) made payable to Holiday Harbor Marina. If a Bidder does not enter into a Contract with the Owner or fails to furnish required bonds, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty.
- C. The Bidder shall submit one copy of each "Bid Supplement" Document (Sections 000420, 000440, 000441, and 000471) bound in the Project Manual that is applicable to the Bid, completely filled in. Failure to submit required "Bid Supplement" Documents within time period stated in each Document may be considered as grounds for rejection of the Bidder's Bid.
- D. Within ten (10) days after date of issuance of written notice of selection for the award of a Contract, which shall be considered as the notice to proceed, the successful Bidder shall execute a Contract with the Owner and shall execute and file with the Owner, three (3) copies each of a

Performance Bond and a Labor and Material Bond and a Maintenance and Guarantee Bond (attached). Bonds shall be in an amount equal to 100 percent the Contract Sum (5% for Maintenance and Guarantee Bond) and shall be on standard forms and with surety company or companies approved by the Owner. The cost of the bonds shall be included in the Bid.

- E. Within ten (10) days after the issuance of the Letter of Intent, which shall be considered as the notice to proceed, the successful Bidder shall submit a cost breakdown to the Engineer on forms specified.
- F. The successful Bidder shall obtain and file with the Owner, prior to the commencement of any work, three (3) copies of certificates of insurance required by the proposed Contract Documents.
- G. Bid Form, Supplements to Bid Forms Documents, notifications, claims, and statements shall be signed as follows:

Corporations: Signature of officials shall be accompanied by a certified copy of resolution of the Board of Directors authorizing the individual signing to bind the corporation. Affix official corporate seal.

Partnerships: Signature of official shall be accompanied by a certified copy of the Power of Attorney authorizing the individual signing to bind all partners.

- H. Where items of equipment, products, systems, and materials are specifically identified by a manufacturer's name, model or catalog number, only such specified items shall be used in the Base Bid. Equipment, products, systems, and materials not specified will not be considered during the construction process.
- I. Bidders shall include in their Bid, all state sales taxes, and consumer, use, and similar taxes applicable to the Work of the Project which are legally enacted at the date set for receipt of Bids or on the date when negotiations are completed.
- J. A Bid may not be withdrawn or cancelled by a Bidder for a period of ninety (90) days following the time and date set for receipt of Bids.
- K. The Owner reserves the right to accept or reject any or all Bids, to waive irregularities, and to accept a Bid which, in the Owner's opinion, is in the Owner's own best interests.
- L. Negligence in preparation of, improper preparation of, errors in, or omissions from, Bids shall not relieve a Bidder from fulfillment of any and all obligations and requirements of the proposed Contract Documents.
- M. No responsibility shall attach to the Engineer, the Owner, or the authorized representatives of either one, for the premature opening of any Bid which is not properly addressed and identified.
- N. The Contract Documents, as outlined in the executed Agreement, shall imply the inclusion of the entire agreement between the parties thereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by an officer, agent, or employee of the Owner, or by any other person.

- O. Selection of individual specified alternates will be made by the Owner, in consultation with the Engineer, for the best interest of the Project commensurate with the Owner's available funds. The Contract may be awarded to any Bidder with a responsible proposal with the most favorable combination of Base Bid plus any individual alternates or combination of alternates, which the Owner may select in any order.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(Name & Address of Contractor)

\_\_\_\_\_, Contractor, as Principal and

\_\_\_\_\_, as Surety,

(Name & Address of Bonding Company)

are held and firmly bound unto the \_\_\_\_\_ hereinafter called the Owner, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_,

for construction of work entitled \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the Contract) which

Contract and Specifications for said work shall be deemed a part hereof fully as is set out herein.

NOW THEREFORE, if the said Principal shall save and hold harmless the said Owner from all public liability and damages of every description in connection therewith, shall well and faithfully in all things fulfill the said Contract according to all the conditions and stipulation therein contained in all respects, and shall save and hold harmless the said Owner from and against all liens and claims of every description in connection therewith, then this obligation shall be void and of no effect; but otherwise it shall remain in full force and virtue, and said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alterations or addition to the terms of the Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the work or to the Specifications.



WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_.

WITNESSES:

\_\_\_\_\_  
(Seal)  
Principal (CONTRACTOR)

\_\_\_\_\_  
(Seal)  
Surety (BONDING COMPANY)

I hereby approve the form and correctness of the foregoing bond.

\_\_\_\_\_  
Owner's Legal Officer

Date: \_\_\_\_\_

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_

(Contractor)

of \_\_\_\_\_

(Address)

hereinafter called the Principal and \_\_\_\_\_

(Name & Address of Bonding Co.)

\_\_\_\_\_ hereinafter called the Surety, are held and firmly bound

unto Holiday Harbor Marina, in the sum of

\_\_\_\_\_ Dollars (\$

\_\_\_\_\_),

to the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_,

WHEREAS, the above named Principal has entered into a certain Contract with the Owner, dated the

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, (hereinafter called the Contract) for construction of work

entitled \_\_\_\_\_

\_\_\_\_\_ which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

AND WHEREAS, this Bond is given in compliance with and subject to all the provisions and conditions of Ohio Revised Code 153.54 "Bid Guaranty to Be Filed with Bid", as amended (most recently, 9/29/2011).

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above named Principal, legal representatives, or successors shall pay or cause to be paid to all subcontractors, persons, firms and corporations, as the same may become due and payable all indebtedness which may arise from said Principal to a subcontractor or party performing labor of furnishing materials, or any subcontractor to any person, firm, or corporation on account of any labor performed or materials furnished in connection with the contract,

construction, and work herein referred to, then this obligation shall be void; otherwise to remain in full force and effect.

AND PROVIDED, that any changes, alterations, or modifications in the terms of said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of said Contract, or any other forbearance on the part of either party to the other, or the placing of an inspector or superintendent on the work by the Owner shall not in any way release the Principal and the Surety of either of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety of any such alterations, extensions of time or any forbearance being hereby waived.

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this \_\_\_\_ day of \_\_\_\_\_ A.D., 20\_.

\_\_\_\_\_  
(Seal)  
Principal (CONTRACTOR)

\_\_\_\_\_  
(Seal)  
Surety (BONDING COMPANY)

Signed, Sealed and Delivered  
In the Presence of:

I hereby approve the form and correctness of the foregoing bond.

\_\_\_\_\_  
Owner's Legal Officer

Attest:

Bond and Surety Approved:

\_\_\_\_\_  
Title

MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_

(Contractors Name & Address)

\_\_\_\_\_, Contractor, as Principal, and

\_\_\_\_\_ as Surety, are held and

(Name & Address of Bonding Company)

firmly bound unto the Owner, in the sum of \_\_\_\_\_(Dollars)

(\$ \_\_\_\_\_) good and lawful money of the United States of America, to be paid to said Owner, its legal representatives and assigns, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly be these presents.

WHEREAS, the above named Principal has entered into a certain written Contract with the Owner, dated the \_\_\_ day of \_\_\_\_\_ A.D., 20, for construction of work entitled

\_\_\_\_\_ (hereinafter called the Contract) which Contract and Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that by and under said Contract, the above named Principal has agreed with the Owner that for a period of one year from the date of payment of Final Estimate, to keep in good order and repair any defect in all the work done under said Contract either by the Principal or his subcontractor, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections; shall also be made good all without expense to the Owner, excepting only such part or parts of said work as may have been disturbed without the consent or approval of the Principal after the final acceptance of the work, and that whenever directed to do so by the Owner by notice served in writing, either personally or by mail, on the Principal at \_\_\_\_\_

\_\_\_\_\_  
(Name & Address)

OR

\_\_\_\_\_  
legal representatives, or successors, or on the Surety at \_\_\_\_\_

\_\_\_\_\_  
(Name & Address)

WILL PROCEED at once to make such repairs as directed by said Owner; and in case of failure to do so within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the Owner shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs, and charge the expense thereof to, and receive same from said Principal or Surety. If any repair is necessary to be made at once to protect life and property, than and in that case, the Owner may take immediate steps to repair or barricade such defects without notice to the Contractor. In such accounting, the Owner shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefor shall be charged to the Principal or Surety. In this connection the judgment of the Owner is final and conclusive. If the said Principal for a period of one (1) year from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent of approval of said Principal after the final acceptance of the same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said Owner for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the Owner from all suits and actions for damages of every name and description brought or claimed against if for or on account of any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents, or employees, in the prosecution of the work included in said Contract, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their representative authorized officers this \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20 \_\_\_\_.

\_\_\_\_\_  
(Seal)  
Principal (CONTRACTOR)

\_\_\_\_\_  
(Seal)  
Surety (BONDING COMPANY)

Signed, Sealed and Delivered  
In the Presence of:

I hereby approve the form and correctness of the foregoing bond.

\_\_\_\_\_  
Owner's Legal Officer

SECTION 000301 - BID FORM

BID TO: Tom Solberg  
Holiday Harbor Marina  
Huron, MI 44839  
Email: partsandservice@huronlagoons.com

BID FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT: Holiday Harbor Marina Stormwater Management Project

The undersigned, having familiarized themselves with the local conditions affecting the cost of the Work and having examined the Project site and the Bidding Documents, hereby propose to furnish all labor, materials, equipment, and services required by the Contract Documents for the proper completion of each of the following items for the Project. Prices for each part shall be inclusive of all the requirements found in the contract documents such that a functional, complete, and neat finish product is provided:

**Bioretention Cell Construction Quantity Table**

Description	Quantity	Unit	Unit Price	Total Price
CURB AND 4.5' WIDE CONCRETE APRON REMOVAL	100	LF	\$	\$
EXCAVATION-CUT	50	CY	\$	\$
EXCAVATION-FILL	30	CY	\$	\$
SOD REMOVAL	1100	SF	\$	\$
EROSION CONTROL	-	LS	\$	\$
CURB AND GUTTER INSTALLATION	100	LF	\$	\$
SPEED BUMP INSTALLATION	98	LF	\$	\$
BIORETENTION SOIL MIX	32	CY	\$	\$
DOUBLE OR TRIPLE SHREDDED HARDWOOD MULCH	4	CY	\$	\$
4" PERFORATED PVC UNDERDRAIN	50	LF	\$	\$
8" SOLID WALL PVC	40	LF	\$	\$
AASHTO NO. 1 STONE	1	CY	\$	\$
AASHTO NO. 57 STONE	1	CY	\$	\$
3'X3' SQUARE CONCRETE CATCH BASIN	2	EACH	\$	\$
EJIW ODOT CB 2-2B GRATE (OR SIMILAR, 27.5"x27.5")	2	EACH	\$	\$
12' VINYL ROLLOUT DOWNSPOUT EXTENDER	1	EACH	\$	\$
SWAMP MILKWEED-1 GALLON POTS	6	EACH	\$	\$
BLUE FLAG IRIS-3.5" POTS	40	EACH	\$	\$
SOFT-STEMMED RUSH-3.5' POTS	45	EACH	\$	\$
BLACK EYED SUSAN SEED	0.25	LBS	\$	\$
TURF TYPE TALL FESCUE GRASS SEED	5	LSB	\$	\$
WOVEN GEOTEXTILE FABRIC ODOT 71.09 TYPE D	50	SF	\$	\$

**Bid Summary Table**

Description	Total Price
Mobilization	\$
Bioretention Cell Construction	\$
<b>Total Bid</b>	<b>\$</b>

PROPOSED SUBCONTRACTORS

The following proposed Subcontractors are those whose sub-bids are included in the Base Bid and who are proposed for the Project.

<u>Trade</u>	<u>Proposed Subcontractor</u>
Civil _____	_____
Landscaping _____	_____
Other _____	_____
Other _____	_____

ACKNOWLEDGMENT OF ADDENDA

The following addenda have been received, are hereby acknowledged, and their requirements are included in the Base Bid:

Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____
Addendum No. _____	Dated _____	Addendum No. _____	Dated _____

BID SECURITY

Accompanying the Bid, as required by the Instructions to Bidders, is a bid security in the form of (Bidder to cross out all but one) a Certified Check, a Bank Draft, a Cashier's Check, or a Bid Bond (AIA Document A310) in the amount of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_),  
made payable to the Owner, which it is agreed, shall be retained as liquidated damages, not as a penalty, by the Owner, if the undersigned fails to execute the Contract in conformity with the form of Contract incorporated in the proposed Contract Documents and fails to furnish required bonds within fourteen (14) days after date of issuance of written notice of selection for the award of a Contract to the undersigned.

If awarded the Contract, the undersigned agrees to commence Work after **November 1, 2020** and agrees to complete the Work by **December 21, 2020** (Substantial Completion).



Further, the undersigned agrees to comply with the terms and conditions of the "Liquidated Damages" provisions of the Contract Documents for failure to meet the time schedule set forth in the Agreement.

The Bidder, by submitting this Bid, agrees to the following:

1. To hold the Bid open for ninety (90) days following the time and date set for receipt of Bids.
2. To abide by the Instructions to Bidders for disposition of bid security.
3. To execute a Contract with the Owner
4. To furnish a Performance Bond and a Payment Bond.
5. To perform the Work in accordance with proposed Contract Documents within time period stated in the Agreement.

Respectfully submitted,

\_\_\_\_\_

(If a corporation, affix seal)

By \_\_\_\_\_

Title \_\_\_\_\_

Official Address \_\_\_\_\_

\_\_\_\_\_

Telephone No. (\_\_\_\_) \_\_\_\_\_

Date of Bid \_\_\_\_\_

SECTION 000420 - BID SUPPLEMENT - BIDDERS QUALIFICATION FORM

This form, completely filled in and with requested attachments, shall be submitted by the Bidder with the Bid. Failure to submit this form with the Bid may be considered as grounds for rejection of the Bidder's Bid.

Bidders who have filed this form with the Construction Manager within the past two years, may submit a certified updating of the information requested herein.

1. Name of Organization	
2. Date of Organization/Incorporation	
3. Type of Organization (Corporation, Partnership, Etc.)	
4. Officers/Principals (Titles & Names)	
5. States in which the Organization is legally qualified to do business	
6. What is the Organization's current bonding capacity?	\$
7. List two to three references from similar projects.	
8. List on a separate attachment, a list of three similar projects completed within the last 5 years, including type of work, contract amount, percentage of contract performed by your own forces.	
9. Has the Organization ever failed to complete any contract? If yes, list on a separate attachment, when, where, and why.	

Stormwater Management

<p>10. Has the Organization, or any predecessor or affiliate thereof, been involved in bankruptcy, reorganization, insolvency, or receivership proceedings under federal or state law within the past ten years? If yes, describe date and nature of proceeding and court involved on a separate attachment.</p>	
<p>11. Has the Organization been involved in any law suits with Owners, Engineers, or with other Contractors involving any projects within the past five years? If yes, describe date and nature of proceeding and court involved on a separate attachment.</p>	
<p>12. Are there any outstanding liens filed against the Organization? If yes, explain on a separate attachment.</p>	
<p>13. List type of work normally performed by the organization's own forces.</p>	
<p>14. List the names of the Project Manager and the Project Superintendent proposed for the Project. Attach separate resumes for each person listed.</p>	

I hereby certify to the accuracy and completeness of all information on this form and attachments.

Organization: \_\_\_\_\_

Bidder's Signature/Title: \_\_\_\_\_

Date: \_\_\_\_\_

SECTION 000440 - BID SUPPLEMENT - AFFIDAVIT OF NON-COLLUSION

State of \_\_\_\_\_)

\_\_\_\_\_ County)

\_\_\_\_\_ being dully sworn upon oath, deposes and says that  
Bidder's Agent/Officer

\_\_\_\_\_ has filed a bid with Holiday Harbor Marina  
Bidding Company

, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the construction of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further says that in making such bid that neither he nor any company that he may represent nor anyone in behalf of him or company directly or indirectly has entered into any combination, collusion, undertaking or agreement with any other bidder or bidders in bidding on said Contract or work and further says that such bids are made without regards or references to any other bidder or bids and without any agreement, understanding or combination either directly or indirectly with any other person or persons with reference to such bidding in any way or manner whatsoever.

\_\_\_\_\_  
Agent/Officer's Signature

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SECTION 000441 - BID SUPPLEMENT - CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
  - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

---

Name and Title of Authorized Representative

---

Name of Participant Agency or Firm

---

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.

SECTION 000471 - LIST OF UNIT PRICES FOR GENERAL CONSTRUCTION

The undersigned agrees, if awarded the Contract, to perform work “in addition to” or “deducted from” the scope of the Contract Documents as described by the Owner and/or Engineer, computed in accordance with the unit prices listed in the Unit Price Schedule. Unit prices include all overhead, profit, testing and other expense items in connection therewith, subject to the terms of the Contract Documents. These unit prices are in addition to the unit prices provided in Section 301 Bid Form.

All unit prices include the installation or omission, complete for each item, together with all work in connection therewith and shall include all shoring, bracing, dewatering, and other incidental work.

Unit prices shall be the total compensation for the item and include all overhead, profit and any other charges of the Contractor and/or Subcontractor in connection therewith.

Adjustments will be computed on net variation of total quantities of like items.

The Owner reserves the right to accept or reject any or all of the unit prices listed below prior to the execution of the Contract.

UNIT PRICES

The cost of Work, added to or deleted from the Contract, will be computed based on the unit prices listed below, as applicable:

	<u>ADD</u>	<u>DEDUCT</u>
1. Curb and 4.5' Wide Concrete Apron Removal per foot	\$ _____	\$ _____
2. Excavation-Cut per cubic yard	\$ _____	\$ _____
3. Excavation-Fill per cubic yard	\$ _____	\$ _____
4. Sod Removal per square foot	\$ _____	\$ _____
5. Erosion Control per lump sum	\$ _____	\$ _____
6. Curb and Gutter Installation per foot	\$ _____	\$ _____
7. Speed Bump Installation per foot	\$ _____	\$ _____
8. Bioretention Soil Mix per cubic yard	\$ _____	\$ _____
9. Double or Triple Shredded Hardwood Mulch per cubic yard	\$ _____	\$ _____

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10. Perforated PVC Underdrain, 4" per foot	\$ _____	\$ _____	
11. SCH 40 PVC Storm Sewer, 8" per foot	\$ _____	\$ _____	
12. AASHTO No. 1 Stone per cubic yard	\$ _____	\$ _____	
13. AASHTO No. 57 Stone per cubic yard	\$ _____	\$ _____	
14. 3'x3' Square Concrete Catch Basin per each	\$ _____	\$ _____	
15. EJIQ ODOT CB 2-2B Grate (or similar) per each	\$ _____	\$ _____	
16. 12' Vinyl Rollout Downspout Extender per each	\$ _____	\$ _____	
17. Swamp Milkweed, 1Gallon Pot per each	\$ _____	\$ \$ _____	\$ _____
18. Blue Flag Iris, 3.5" Pot per each	\$ _____	\$ \$ _____	\$ _____
19. Soft-Stemmed Rush, 3.5" Pot per each	\$ _____	\$ \$ _____	\$ _____
20. Black Eyed Susan Seed per pound	\$ _____	\$ \$ _____	\$ _____
21. Turf Type Tall Fescue Grass Seed per pound	\$ _____	\$ \$ _____	\$ _____
22. Woven Geotextile Fabric per square foot	\$ _____	\$ \$ _____	\$ _____
		\$ _____	\$ _____

Excavated soils will be assumed to be non-hazardous, as determined via field screening/laboratory analysis (provided by the owner or EGLE), and will be returned to the excavation to the extent possible. All excess excavated spoils generated by the project work will be disposed of at a licensed Type I disposal facility per the appropriate regulations for the unit price specified.

Firm Name: \_\_\_\_\_

Bidder's Signature/Title: \_\_\_\_\_

Date: \_\_\_\_\_



SECTION 000501 - AGREEMENT BETWEEN OWNER AND CONTRACTOR

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ in the year  
Two Thousand and Twenty AMONG Holiday Harbor Marina, and the Contractor: \_\_\_\_\_

## Recitals

- A. The Ohio Sea Grant, Michigan Sea Grant, and Ohio State University have secured grant funds for a project known as the Holiday Harbor Stormwater Management Project. Holiday Harbor Marina is serving as fiduciary of the project.
- B. The Project will be located wholly within Huron, OH. Holiday Harbor Marina will ultimately assume ownership and maintenance of the Project upon satisfactory completion of the project.
- C. The Holiday Harbor Marina will directly pay the Contractor for all work completed for the Project, with both the Ohio State University Engineers and the University of Michigan approving the work completed at the site.

The University of Michigan, Holiday Harbor Marina and the Contractor agree as follows:

### ARTICLE 1. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, the Bid Supplements, the General Conditions (Standard General Conditions of the Construction Contract, EJCDC Document C-700, current edition), the Supplementary Conditions, the General Requirements (Division 1), the Specifications, the Drawings enumerated in the "Specifications and Drawings Index" bound in the Project Manual, written addenda issued prior to execution of this Agreement, and written Modifications issued after execution of this Agreement; these Contract Documents form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

### ARTICLE 2. THE WORK

The Contractor shall furnish all the materials and perform all the Work required for the completion of the Holiday Harbor Stormwater Management Project dated 15 May 2021 and as described in the Engineering Plans, prepared by the Engineer, Ohio State University Stormwater Management Program, 590 Woody Hayes Drive, Columbus, OH 43210 and shall do everything required by the Contract Documents itemized in Article 1 above.

### ARTICLE 3. INDEMNIFICATION

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The Contractor agrees to defend and indemnify the Holiday Harbor Marina, University of Michigan, and Ohio State University and all claims asserted against them, or either of them, arising out of the Contractor's, or a Subcontractor's, or other person's performance of the Work including, without limitation, claims alleging negligence on the part of Holiday Harbor Marina, University of Michigan, and Ohio State University or all, in supervision or inspection of the Work or enforcement of contract prov 000501-1

LIST UNIT PRICES GENERAL CONSTRUCTIONS

alleging the creation or failure to correct or warn of dangerous or hazardous conditions on or about the job site or the completed work; claims alleging lack of compliance with common law or administrative rules and regulations relating to safety on or about the job site; and, claims alleging the failure on the part of Holiday Harbor Marina, the University of Michigan, and Ohio State University or all, to provide or assure a safe place in which to work; provided, however, that said duty to defend and indemnify shall not apply:

(a) As to Holiday Harbor Marina, University of Michigan, and Ohio State University in the event the claim, damage, loss or expense is allegedly caused or is caused by the sole negligence of either Holiday Harbor Marina, University of Michigan, and Ohio State University or their respective agents or employees; but the duty to defend and indemnify shall apply in the event the claim, damage, loss or expense is allegedly caused or is caused by the joint or concurrent negligence of the Contractor, or a Subcontractor, or Contractor or their agents or employees;

(b) As to the Engineer, in the event the claim, damage, loss or expense is allegedly caused or is caused by the sole negligence of the Engineer or its respective agents or employees; but the duty to defend and indemnify shall apply in the event the claim, damage, loss or expense is allegedly caused or is caused by the joint or concurrent negligence of the Contractor, or a Subcontractor, or any other Contractors or Subcontractor, or their agents or employees;

(c) To claims arising out of the Engineer's negligent preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; but only to the extent such preparation or approval is required by the agreement between the Holiday Harbor Marina, University of Michigan, and Ohio State University pertaining to this Project.

Nothing contained in this Article 3 shall be construed as limiting the obligations of the Contractor under Article 6, Paragraph 6.20 of the General Conditions and modifications thereto as included in the Supplementary Conditions.

#### ARTICLE 4. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Work to be performed under the Contract shall commence on or after September 9, 2020. Substantial Completion of the Work shall be achieved not later than November 14, 2020. The parties to the Contract agree that time is of the essence to the Contract regarding the Contractor's obligation to co 000501-2 Work as provided herein. Final completion of Work no later than May 15, 2021.

#### ARTICLE 5. DURATION OF TRAFFIC DISRUPTION

Contractor is to allow traffic to pass in front of Holiday Harbor Marina's main building during the construction process. Contractor is too coordinate the installation of the speed bump with Tom Solberg to ensure that the marina can continue to operate efficiently during its construction.

#### ARTICLE 6. CONTRACT SUM

Holiday Harbor Marina shall pay the Contractor for the Contractor's performance of the Contract, subject to additions and deductions by Change Orders, or Construction Change Directives, or both, as provided in the General Conditions and Supplementary Conditions, the Contract Sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), computed as follows:

Part A Base Bid:	\$	_____
Alternate No. 1:	\$	_____
Alternate No. 2:	\$	_____
Alternate No. 3:	\$	_____

ARTICLE 7. PROGRESS PAYMENTS

Based upon an Application for Payment submitted to the Engineer or their designated representative by the Contractor no later than the first day of each month, a Certificate for Payment will be issued by the Engineer or their designated representative to Holiday Harbor Marina whereupon Holiday Harbor Marina shall make progress payment on account of the Contract Sum to the Contractor as provided in the Contract Documents, for the period ending the third Monday of each month, as follows:

- Ninety-two percent (92%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work, and approved by the Engineer or their designated representative until the Work under this Contract is determined by the Engineer or their designated representative to be 50% complete. Labor performed and material incorporated into the Project after the Work under this Contract is approved as 50% complete, will be paid for on the basis of 100% of the estimates prepared by the Contractor and approved by the Engineer or their designated representative.
- All materials and equipment suitably stored at the Project Site, or in bonded storage and insured at some other location agreed upon in writing, but not actually included in the construction and approved by the Engineer or their designated representative, shall be paid for at the rate of 75% of the invoiced value of the materials or equipment. The balance of such estimates shall be paid when the material or equipment is incorporated into and becomes a part of the building construction.

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ARTICLE 8. FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid Holiday Harbor Marina to the Contractor when all Work has been fully completed, this Agreement fully performed, and the Engineer or their designated representative has issued a final Certificate for Payment.

ARTICLE 9. MISCELLANEOUS PROVISIONS

Terms used in this Agreement, which are defined in the General Conditions and Supplementary Conditions, shall have the same meanings as stated in those conditions.

ARTICLE 10. TERMINATION OR SUSPENSION OF THE CONTRACT

The Contractor or Holiday Harbor Marina may terminate the Contract in accordance with provisions of Article 15 of the General Conditions.

Holiday Harbor Marina may suspend the Work in accordance with provisions of Article 15 of the General Conditions.

LIST UNIT PRICES GENERAL CONSTRUCTIONS

Holiday Harbor Marina  
Stormwater Management

BIDS AND CONSTRUCTION

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

This AGREEMENT is executed the day and year first written above.

In Presence of:

Holiday Harbor Marina:

By: Tom Solberg, \_\_\_\_\_

Its: Owner

Dated: \_\_\_\_\_

\_\_\_\_\_, the CONTRACTOR

By: \_\_\_\_\_

Its:

Dated: \_\_\_\_\_

(If Corporation, affix Corporate Seal)

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