

Lake County Executive Airport Terminal

**Lake Development Authority
Painesville, Ohio**

FAA Project No. 3-39-0090-028-2024

June 2024



220656

LAKE DEVELOPMENT AUTHORITY

OFFICIALS

Patrick Mohorcic, Executive Director
Amy Cossick, Deputy Executive Director
Tim Cahill, Bond and Public Finance Officer
Patty Fulop, Airport Manager
Myranda Keister, Director of Planning and Development
Debbie Connor, Office Administrator
Brandon D.R. Dynes, Esq., General Counsel

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LEGAL NOTICE TO CONTRACTORS

The Lake Development Authority will receive Sealed Bids for Improvements to **Lake County Executive Airport Terminal**, Willoughby, Ohio. Proposals will be received by the Lake Development Authority until **12:00 p.m. prevailing time on June 20, 2024**, and will be opened and read publicly at Grand River Conference Room at 105 Main Street Suite A427, Painesville, OH 44077 at that time. Bids may be mailed to the Lake Development Authority or delivered to their offices at 105 Main St., Suite B501, Painesville, Ohio 44077 between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

The work generally consists of the construction of a 5,800 SF, 2 story Terminal Building, Access Drive, Parking Lot and Site Amenities. For a detailed scope, see Specification Section 011100 Summary of Work.

The Drawings, Specifications and Contract Documents may be examined at the following locations:

1. Office of Lake Development Authority
105 Main St., Suite B501
Painesville, Ohio 44077
2. Dodge Data & Analytics
3315 Central Avenue
Hot Springs, AR 71913
3. Builders Exchange
9555 Rockside Rd., Ste. 300
Cleveland, OH 44125
bxohio.com

A Pre-Bid Conference will be held on June 13, 2024 at 1:00 p.m. at Classic Jet Center, 1969 Lost Nation Road, Willoughby, Ohio 44094 to present and discuss the project.

The bid specifications, drawings, plan holders list, addenda, and other bid information (but not the bid forms) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com> . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Seventy-Five Dollars (\$175.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com> . Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

Bids shall be on the prescribed form furnished with the Specifications and shall be in accordance with the Instructions to Bidders. The Lake Development Authority reserves the right to waive any informalities in or reject any or all bids. Proposals shall be considered irregular if the proposal is on a form not furnished by the Owner.

Each bidder must submit with his proposal a bid security in the form of a bond in an amount equal to not less than 100% of the bid, or a certified check in an amount equal to not less than 10% of the bid. Said security shall be in the form and subject to the conditions given in the Instruction to Bidders. No bidder may withdraw his bid within one hundred twenty (120) days after the actual date of the opening.

The successful bidder(s) will be required to complete the work within 365 consecutive calendar days from Notice to Proceed with liquidated damages of \$1,000.00 per calendar day for failure to complete the work on time.

The successful bidder will be required to pay his employees at wage rates not less than the prevailing rate of wages contained in the wage determination decisions of the United States Secretary of Labor.

The following requirements apply to this project:

- a. Affirmative Action (Reference: 41CFR part 60-4, Executive Order 11246)
- b. Buy American Preference (Reference: 49 USC §50101)
- c. Civil Rights – Title VI Assurances (Reference: 49 USC §47123)
- d. Davis Bacon (Reference: 2 CFR §200 Appendix II (D))
- e. Governmentwide Debarment and Suspension (Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Disbarment Procedures & Ineligibility)
- f. Foreign Trade Restriction (Reference: 49CFR part 30)
- g. Lobbying Federal Employees (Reference: 31 USC §1352)
- h. Recovered Materials (Reference: 2 CFR §200.322)

The work covered herein is expected to be accomplished with the aid of Federal funds from the Department of Transportation, Federal Aviation Administration and local funds. All contracts, award of contract, work accomplished thereunder, etc., will be subject to the review and approval of the Federal Aviation Administration.

The proposed contract is under and subject to Executive Order 11246 of September 24, 1965, and to the Equal Opportunity Clause.

The Bidder shall make good faith efforts, as defined in Appendix A of 49 CFR Part 23, Regulations of the Office of the Secretary of Transportation, to subcontract 5.3 % percent of the dollar value of the prime contract to small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE). Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Blacks, Hispanics, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans. The apparent successful bidder will be required to submit information concerning the DBE's that will participate in the contract. The information will include the name and address of each DBE, a description of the work to be performed by each named firm, and the dollar value of the contract. If the bidder fails to achieve the contract goal stated herein, it will be required to provide documentation demonstrating that it made good faith efforts in attempting to do so. In the event that the apparent successful bidder for this solicitation qualifies as a DBE, the contract goal shall be deemed to have been met. A bid that fails to meet these requirements will be considered nonresponsive.

The Lake Development Authority reserves the right to reject any or all bids.

Lake Development Authority
Patrick Mohorcic, Executive Director

ADVERTISING DATES: June 3, June 10, June 17, 2024
PRE-BID CONFERENCE: June 13, 2024
BID OPENING: June 20, 2024

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SECTION 1
BID DOCUMENTS AND BID FORMS

INFORMATION FOR BIDDERS

Sealed Bids will be received by the Lake Development Authority until 12:00 p.m. prevailing time on June 20, 2024, and will be opened and read publicly at their offices at 105 Main St., Suite B501, Painesville, Ohio 44077 at that time. Bids may be mailed to the Lake Development Authority or delivered to their offices at 105 Main St., Suite B501, Painesville, Ohio 44077 between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday.

BIDDERS are invited to submit BIDS for furnishing the work shown on the Contract Drawings and in the Specifications. Bids shall include all items of work listed on the Bid forms, including all Alternate items listed.

The work generally consists of the construction of a 5,800 SF, 2 story Terminal Building, Access Drive, Parking Lot and Site Amenities. For a detailed scope, see Specification Section 011100 Summary of Work. The work generally consists of :

A Pre-Bid Conference will be held on June 13, 2024 at 1:00 p.m. at Classic Jet Center, 1969 Lost Nation Road, Willoughby, Ohio 44094 to present and discuss the project.

Each BID must be submitted in a sealed envelope. Each sealed envelope containing a BID must bear on the outside the name of the BIDDER, his address, his license number, if applicable, and must be marked "Bid - For Improvements to Lake County Executive Airport" and must be addressed to the Lake Development Authority.

If forwarded by mail or courier, the sealed envelope containing the BID must be enclosed in another envelope addressed to the LAKE DEVELOPMENT AUTHORITY, 105 Main St., Suite B501, Painesville, Ohio 44077. Telephone number is (440) 357-2290.

BIDDERS shall take note that all work to be performed under this project must be completed within the time stated in the notice to contractors.

If the work is not completed within the specified time period, then liquidated damages in the amount of \$1,000.00 dollars per calendar day will be assessed against the contractor.

The right is reserved by the Lake Development Authority to reject any and all Bids, to waive any informality in Bids received, and to accept any Bid which is deemed to be most favorable to the Lake Development Authority. No Bidder may withdraw his Bid for a period of one hundred twenty (120) days after the scheduled closing time for the receipt of Bids.

The work shall be in strict accordance with the Specifications and Bidding Documents which are designated as follows:

**Lake County Executive Airport Terminal
for
The Lake Development Authority
Painesville, Ohio
FAA Project No. 3-39-0090-028-2024**

The quantities of work listed in the Quantity Summary and in the Proposal are approximations based on estimated prices of the amount of work that can be performed with available funds. The Lake

Development Authority reserves the right to limit the work either by the partial or total elimination of work items which are listed, or by a reduction in work item quantities, without limitation and without change in unit price, so as to perform the maximum amount of work without over-extending the available funds.

The work covered herein is to be accomplished with the aid of Federal funds from the Department of Transportation, Federal Aviation Administration and local funds. All contracts, award of contract, work accomplished thereunder, etc., will be subject to the review and approval of the Federal Aviation Administration.

BIDDERS or their authorized agents are expected to examine the Drawings, Specifications, schedules and all other instructions pertaining to the work which are supplied with this project or are available at the office of the Engineer.

Each BIDDER shall familiarize himself with all of the attached forms, advertisement, instructions, specifications, drawings, bonds and agreement, and will be held responsible to fully comply therewith.

The BIDDER is also required to carefully examine the site of the project and acquaint himself with all available information concerning the condition of the site, the availability of labor, and the local conditions having a bearing on the transporting, handling and storing of materials and equipment, and it will be assumed that he has satisfied himself as to the conditions to be encountered, the character, quality and quantities of work to be performed and materials to be furnished, and the requirements of the Contract Specifications. No allowance or concession will be made for lack of such information on the part of the BIDDER. The submission of a proposal shall be prima facie evidence that the BIDDER has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the proposed contract, plans, and specifications.

The list of Contract Documents, Drawings and Specifications are enumerated in Article IV of the form of Contract Agreement.

BIDDER may obtain copies of Drawings, Specifications and other Contract Documents from The bid specifications, drawings, plan holders list, addenda, and other bid information (but not the bid forms) may be viewed and/or downloaded for free via the internet at <https://bids.ctconsultants.com> . The bidder shall be responsible to check for Addenda and obtain same from the web site.

Bids must be in accordance with drawings and specifications and on forms available from CT Consultants, Inc. at a non-refundable cost of One Hundred Seventy-Five Dollars (\$175.00). Documents may be ordered by registering and paying online at <https://bids.ctconsultants.com> . Please contact planroom@ctconsultants.com or call (440) 530-2395 if you encounter any problems viewing, registering or paying for the documents.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, including any ALTERNATE or ADD ALTERNATE bid items and the

BID form must be fully completed and executed when submitted. Failure to fill in a bid amount for any item shall be cause for rejection of that bid. Only one copy of the BID form is required. All bids and their accompanying bonds and other information must be typewritten or written in ink upon the printed forms provided herein and bound together as received by the BIDDER. A Proposal may be rejected if it or any of its accompanying papers is detached from the package in which it is bound. The entire package must be unbroken and in good order when the bid is deposited. The bidder shall submit his/her proposal ONLY on the original forms furnished by the Owner. Proposals shall be considered irregular if the proposal is on a form not furnished by the Owner.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

Qualifications attached to any BID or any other apparent deviations from Specifications and Drawings may be automatic cause for immediate disqualification of any BID so received.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities of WORK or of the nature of the work to be done.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks of obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

No oral interpretations will be made to any BIDDER as to the meaning of the SPECIFICATIONS and the Drawings. Every request for such an interpretation shall be made in writing to the Engineer. Interpretations shall be made to all BIDDERS in the form of an addendum to the Specifications. The bidder shall be responsible to obtain ADDENDA from the web at <https://bids.ctconsultants.com>. All such addenda shall become part of each Contract and all bidders shall be bound by such addenda, whether or not received by the bidder. Oral interpretations or clarifications will be without legal effect. The Bidder (Proposer) must supply all the information required by the bid or proposal form.

Each BID must be accompanied by a Bid Guaranty in the form of either:

(1) A Bid Guaranty and Contract Bond (BF.23 – BF.25) in accordance with Section 153.571 of the Ohio Revised Code for the full amount of the bid;

(2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305. of the Revised Code, in accordance with division (C) of O.R.C. Section 153.54. Any such letter of credit shall be revocable only at the option of the OWNER. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten percent of the bid.

The bid guaranty shall be made payable to the OWNER and shall serve as a guarantee that if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material.

A bond in accordance with paragraph (1) above shall further indemnify the OWNER against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the OWNER.

If the bid guaranty is a certified check, cashier's check, or letter of credit in accordance with paragraph (2) above, and if the bidder enters into the contract, the bidder shall, at the time he enters into the contract, file a bond for the amount of the contract to indemnify the OWNER against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefor and to pay all lawful claims of subcontractors, materialmen, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the OWNER.

A Maintenance Bond in the amount of twenty percent (20%) of the contract price will be required and shall guarantee against defective or inferior materials or workmanship which may develop during the period of one (1) year from the date of the completion and acceptance of work performed under each contract.

Attorneys-in-fact who sign Bid Bonds or Performance and Payment Bonds must file with each bond a certified and effective dated copy of their power of attorney.

All bonds filed pursuant to this section shall be issued by a surety company authorized to do business in this state a surety approved by the board, officer, or agent awarding the contract on behalf of the OWNER.

Bid guaranties shall be returned to all unsuccessful bidders immediately after the contract is executed. A bid guaranty filed pursuant to paragraph (2) above shall be returned to the successful bidder upon filing of the bond required as specified herein.

The following data shall be submitted with BID:

1. A BIDDER must indicate whether he has previously had a Contract subject to the equal opportunity clause, whether he has filed all report forms required in such Contract, and if not, a compliance report (Standard Form - SF 100) must be submitted with this BID.
2. An executed copy of "Certification of Bidder Regarding Equal Employment Opportunity" attached to the Special Provisions.

3. Bid security.

The bidder shall refer to Section 20 of the general provisions for additional bid requirements.

After the bids are opened, and before the Contract is awarded, the Engineer may request detailed information including a general statement of his experience in similar work, a description of his concern with a list of officers, a general summary of the work that he has currently under Contract, his permanent business address, and list of major equipment he proposes to use on this project. These shall be completed within ten (10) days after the date of request.

At this same time, schedules indicating the list of divisions of the work which he plans to do with subcontractors together with the list of divisions of work which he plans to do directly without subcontractors; and the approximate delivery dates of major items of materials or equipment, shall be required.

The AWARD, depending on available funding, will be based upon the lowest responsive total Base Bid plus any Add Alternate Items selected by the OWNER.

The successful BIDDER will be required to execute the Contract for construction and return the Contract accompanied by the required Bonds and Insurance Certificates herein described within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and bond forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may at his option consider the BIDDER in default, in which case the BIDDER shall be liable to the OWNER for a penal sum in accordance with Ohio Revised Code Section 153.54.

The OWNER, within ten (10) days of receipt of acceptable Contract Bond, and Agreement signed by the party to whom the contract was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may, by written notice, withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

Work shall commence within five (5) calendar days after the date of "Notice to Proceed" and the CONTRACTOR shall fully complete all the work within the time stated and under the conditions enumerated in the Contract Agreement.

The OWNER may make such investigations as he deems necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. Such evidence of competency unless otherwise specified, shall consist of statements covering the BIDDER'S past experience on similar work, a list of equipment that would be available for the work, and the list of key personnel that would be available. In addition, each BIDDER shall, if requested, furnish the OWNER satisfactory evidence of his financial responsibility. Such evidence of financial responsibility shall consist of a confidential statement or report of the BIDDER'S financial resources and liabilities as of the last calendar year or the CONTRACTOR'S last fiscal year. Such statements, or reports, shall be certified by a public accountant. Such statement shall also indicate whether CONTRACTOR'S financial

responsibility is approximately the same as stated; and if it has changed, the BIDDER shall qualify the statement or report to reflect his true financial condition at the time of submitting the proposal.

In lieu of the above mentioned statement of financial responsibility, the BIDDER may submit evidence that he is prequalified with the State of Ohio.

The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the Agreement and to complete the WORK contemplated therein. The OWNER further reserves the right to determine a BIDDER'S qualification based on the BIDDER'S performance on prior or concurrent Projects of the OWNER.

A conditional or qualified BID will not be accepted.

Prior to award of contract, the successful bidder shall submit evidence of current license as may be required by local statute.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Successful BIDDER(s) will be required to comply with the provisions of the Federal Equal Opportunities Clause set forth in Section 202, Executive Order Number 11246, as required by Federal Aviation Regulation 152. The requirements for the BIDDERS and CONTRACTORS under this Order are explained in the specifications on file. A successful BIDDER will be required to comply with all contract requirements for equal employment opportunity. Work under this project may be subject to on-site pre-award equal opportunity compliance reviews before the award of the Contract for the purpose of determining whether the BIDDER and his subcontractors are able to comply with the provisions of the Equal Opportunity Clause set forth under Executive Order Number 11246 of the 24th of September, 1965.

The OWNER, in accordance with Title VI of the Civil Rights Acts of 1964, 78 Stat. 252, 42 U.S.C. 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation issued pursuant to such Act, hereby notifies all BIDDERS that it will affirmatively assure that in any Contract entered into pursuant to the Advertisement, disadvantaged business enterprises will be afforded full opportunity to submit BID in response to this Invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- A. The Contract will be subject to and each BIDDER will be required to comply with the Equal Employment Opportunity Clause prescribed by the OFCC, United States Department of Labor, Regulations of the Secretary of Labor (41 CFR 60).
- B. The successful BIDDER will be required to submit a Certificate of Nonsegregated Facilities in accordance with 41 CFR 60 contract, and to notify prospective subcontractors of the requirements for such a certification where the subcontractors appear in the specifications.

- C. Contract will be subject to the minimum wage requirements (Davis-Bacon Act) listed in the Special Provisions of the Contract Documents.
- D. When a determination has been made to award a contract or subcontract to a specific Contractor, such CONTRACTOR is required, prior to the award or after the award, or both, to furnish such other information as the FAA, the OWNER or the Director of OFCC requests.
- E. The CONTRACTOR will be required to comply with the requirements of 41 CFR 60-1.4(b), 60-1.7(a), 60-1.8, 60-4.2(a), 60-4.2(b) and 60-4.2(d).
- F. In accordance with the Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) May 8, 1978, included in the Contract Documents, the goal for minority and women participation shall be as shown in the Special Provisions of the Specifications and Bidding Documents. Percentages apply to the CONTRACTOR'S aggregate work force in each trade on all construction work in the covered area.
- G. The CONTRACTOR shall comply with the requirements of the Standard Federal Equal Employment Opportunity Construction Contract Specifications and of the Monthly Employment Utilization Report included in the Contract Documents.
- H. Any CONTRACTOR having a Federal contract of \$50,000 or more and 50 or more employees is required to file annual compliance reports on Standard Form 100 (EEO-1) with the Joint Reporting Committee in accordance with the instructions provided with the form. The CONTRACTOR will provide a copy of such a report to the contracting agency within 30 days after the award of a contract. The CONTRACTOR shall require its subcontractors to file an SF 100 within 30 days after award of the subcontract if: (1) it is not exempt from the provisions of these regulations in accordance with 60-1.5, (2) has 50 or more employees, (3) first tier sub- contractor, and (4) has subcontract amounting to \$50,000 or more.

The SF 100 is available at the following address:

Joint Reporting Committee
P. O. Box 30130
Washington, D. C. 20014

The Bidder, in the submission of his bid, shall agree to spend at least 5.3 % of the total contract amount for Disadvantaged Business Enterprise contractors, subcontractors or suppliers, if the contract is awarded to him. If materials are purchased from a DBE manufacturer, 100 percent of the cost of the materials counts toward the DBE goal; if materials are purchase from a DBE regular dealer, 60 percent of the cost of the materials counts toward the DBE goal.

Shortly after the contract is awarded, a preconstruction conference will be held to discuss the scheduling and performance of the work. The successful BIDDER and each of his subcontractors shall attend the conference.

After the preconstruction conference has been held and all contract requirements have been met to the satisfaction of the OWNER and the Federal Aviation Administration, a formal Notice to Proceed will be issued by the OWNER.

The Architect for the Project is CT Consultants, Inc., Andrew D. Torowski, Architect, 440-530-2242

Contact person for the OWNER is Patty Fulop, Airport Manager, 440-321-9036.