ADDENDUM #1
February 6, 2020

RE: Exterior Restoration at One Maritime Plaza, Toledo, OH

FROM: Tina Perkins, Construction Administrator
Toledo – Lucas County Port Authority
One Maritime Plaza
Toledo, Ohio 43604-1866
Website: www.toledoport.org
P: (419)243-8251

TO: Plan Holders

This Addendum forms a part of the Contract Documents and modifies the original Procurement Documents, as noted below. Acknowledge receipt of this Addendum in the space provided on the Form Proposal. Failure to do so may subject Bidder to disqualification.

BID DOCUMENT CLARIFICATION

1. SEE ATTACHED - Pre-bid sign in sheet.
2. SEE ATTACHED – Instructions to Proposers, ITP-1 thru ITP-3
   a. Time for Performance – Time is of the Essence
      i. Contract time has been extended to 120 calendar days
3. SEE ATTACHED - Agreement, A1 thru A3
   a. Article 3 – Contract time has been extended to 120 calendar days.
4. SEE ATTACHED – Form Proposal
   a. Alternate #1 – Remove & Replace Sealant
      i. Glass-to-Glass window corner joints using a 795 silicone sealant or approved equal.

QUESTIONS:

1. What’s the process for site access prior to bid date?
   Answer: If you need to access the building prior to the bid date, please contact Anthony Schumaker of The Port Authority, at (419) 243-8251, to schedule a visit.
2. Who is responsible for protection of the landscape?
   **Answer:** The contractor is responsible for protection of all landscape. The Port Authority will work with the awarded contractor to determine if trimming and/or removal is needed to access the work area.

3. Will the plastic sheeting on the inside of the garage louvers need to be removed?
   **Answer:** The Port will have the plastic sheeting removed prior to the start of 1st floor louver painting.

4. Could you please clarify what the existing sealant material is within the vertical control joints?
   **Answer:** Data on the existing sealant is not available.

5. Is there a power source available on the roof?
   **Answer:** There is a receptacle available on the exterior of the penthouse. If additional power is needed, we can coordinate a location to tie into.

6. Are both sides of the louvers to be painted?
   **Answer:** Per Specs, all painted exposed surfaces of the louvers are to be painted.

7. Are the rooftop unit gas lines to be painted?
   **Answer:** Per Specs, paint all exposed surfaces of piping, conduit, mechanical and electrical equipment that are presently painted.

8. Please clarify the caulking requirements at windows per the base scope of work?
   **Answer:** Per General Note #4 of the drawings, the contractor will be responsible for removing and replacing caulk between all window frames and limestone or concrete. They will also be responsible for removing and replacing caulk at all joints in the aluminum panel head at windows.

9. Are the concrete bollards across the street from the building, at the parking lot, included in the scope?
   **Answer:** The concrete bollards lining the front of the visitor's parking lot are not included in this scope of work.

10. Does this scope include repointing “all” of the mortar joints on the lower portion of the wall?
    **Answer:** Scope is just to repoint the mortar joints where damage has been identified as indicated on the drawings.
11. Is there any data available on the design loads of the boardwalk?
   Answer: The boardwalk consists of 2x6 decking on 2x6 joists (2’ c/c) on railroad ties (5’-9” c/c). No
   loading calculations are available, but we do not recommend driving vehicles onto the boardwalk. Any
   damage to the boardwalk caused during the project, due to the project, will be the contractor’s
   responsibility to repair.

12. Is there to be a pedestrian protection walkthrough scaffolding tunnel erected while working over
   main entry on west elevation? Or can foot traffic be rerouted?
   Answer: Contractor will be responsible for maintaining pedestrian traffic at the main entry on the
   west elevation and the employee entry on the north elevation. Walk-through scaffold tunnels will be
   needed while working over these areas.

13. Anticipated work hours?
   Answer: For this project, we anticipate majority of the work being done on normal work hours. The
   ground floor louvers will need to be done on a weekend so that we’re able to clear vehicles out of
   the parking garage.
<table>
<thead>
<tr>
<th>Name</th>
<th>Company Name</th>
<th>Number</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Perz</td>
<td>TLCPA</td>
<td>419-243-8251</td>
<td><a href="mailto:BPerz@ToledoPort.org">BPerz@ToledoPort.org</a></td>
</tr>
<tr>
<td>Anthony Schumaker</td>
<td>TLCPA</td>
<td>419-243-8251</td>
<td><a href="mailto:ASchumaker@ToledoPort.org">ASchumaker@ToledoPort.org</a></td>
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<tr>
<td>Tina Perkins</td>
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<tr>
<td>Jeff Barrett</td>
<td>True Point Loss Salvage</td>
<td>419-245-1012</td>
<td><a href="mailto:jbarrett@truepointlosssalvage.com">jbarrett@truepointlosssalvage.com</a></td>
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<tr>
<td>Anthony Kuch</td>
<td>BORNE RESTORATION</td>
<td>517-482-1626</td>
<td><a href="mailto:Anthony.K.Borne@Borneo.com">Anthony.K.Borne@Borneo.com</a></td>
</tr>
<tr>
<td>Todd Kisor</td>
<td>Buckeye Construction and</td>
<td>740-799-5735</td>
<td><a href="mailto:tkisor@bcrmco.com">tkisor@bcrmco.com</a></td>
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<tr>
<td>Fideli Casiano</td>
<td>Canado Fastcraft LLC</td>
<td>419-476-2426</td>
<td><a href="mailto:fcasiano@canadofastcraft.com">fcasiano@canadofastcraft.com</a></td>
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<tr>
<td>Anthony Serra</td>
<td>GLCR</td>
<td>419-265-8209</td>
<td><a href="mailto:a.serra@glcr.net">a.serra@glcr.net</a></td>
</tr>
<tr>
<td>Gary Elliott</td>
<td>GLCR</td>
<td>419-265-8209</td>
<td><a href="mailto:ge@glcr.net">ge@glcr.net</a></td>
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<tr>
<td>Tyler Shisler</td>
<td>LRT Restoration Technologies</td>
<td>614-561-5969</td>
<td><a href="mailto:Shisler@lrt.biz">Shisler@lrt.biz</a></td>
</tr>
<tr>
<td>Gabriel Garcia</td>
<td>CANAN Companies</td>
<td>419-304-9617</td>
<td><a href="mailto:Buildit@canancompanies.com">Buildit@canancompanies.com</a></td>
</tr>
<tr>
<td>Tim House</td>
<td>CANAN Companies</td>
<td>419-542-9573</td>
<td><a href="mailto:Buildit@canancompanies.com">Buildit@canancompanies.com</a></td>
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<tr>
<td>Troy Bubelbaugh</td>
<td>RAM Construction</td>
<td>313-349-9973</td>
<td><a href="mailto:TBBubelbaugh@ramconstruction.com">TBBubelbaugh@ramconstruction.com</a></td>
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<tr>
<td>Andy Schacht</td>
<td>Lentz Construction</td>
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<td><a href="mailto:andyschacht@lentzconstruction.com">andyschacht@lentzconstruction.com</a></td>
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<tr>
<td>Jeremy Morris</td>
<td>Trisco Systems</td>
<td>567-242-9068</td>
<td><a href="mailto:jeremy_morris@triscoSystems.com">jeremy_morris@triscoSystems.com</a></td>
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</table>
INSTRUCTIONS TO PROPOSERS

OWNER:    Toledo-Lucas County Port Authority
          One Maritime Plaza
          Toledo, OH  43604
          Telephone:  (419) 243-8251

1. LOCATION AND DESCRIPTION
   This contract is for all labor, material, insurance, and equipment necessary for the project entitled
   Exterior Restoration project located at One Maritime Plaza in Toledo, OH 43604, in accordance with the
   specifications, to the Port Authority at One Maritime Plaza, Toledo, OH 43604.

2. TIME AND PLACE FOR RECEIPT OF PROPOSALS
   Sealed bids will be received at the Toledo-Lucas County Port Authority, One Maritime Plaza, Toledo, OH
   43604 until Wednesday, February 12, 2020, at 10:00 AM, at which time and place all bids will be publicly
   opened and read aloud.

3. FORM OF PROPOSALS
   Bids shall be typewritten or written in ink on the provided herein, placed in a sealed envelope and delivered
   by hand or by regular mail to the office of the Toledo-Lucas County Port Authority, One Maritime Plaza,
   Toledo, OH  43604.  Bids arriving by mail will be date/time stamped by the receptionist upon receipt.  Hand-
   delivered Proposals will be date/time stamped at the time of delivery to the receptionist. Officials of
   corporations shall designate their official titles; partners or sole owners shall so state, giving the names of all
   interested parties.  All corrections or erasures shall be initialed by the person signing the Bid. Sealed
   envelopes containing proposals shall be plainly marked, identifying the Proposal, the Proposer, the
   Proposer’s business address, and the date submitted, as follows:

   Submitted by:  Name:  ________________________________
                   Address:  ________________________________

   and shall identify the specific work area being bid:

   Exterior Restoration at One Maritime Plaza
   Toledo, Ohio 43604

4. CERTIFIED CHECK/BID BOND
   Each bid shall be accompanied by a certified check or bid bond specifying the Toledo-Lucas County Port
   Authority as the Obligee, in the sum of not less than ten percent (10%) of the total amount of the bid.  Certified
   checks or bid bonds will be returned to all bidders within ten (10) days after entering into the contract.

ITP-1  (ADDENDUM #1)
5. **TIME FOR PERFORMANCE – TIME IS OF THE ESSENCE**
The Toledo-Lucas County Port Authority intends and requires that the project be completed within one hundred twenty (120) calendar days from the date of the Notice to Proceed.

6. **CONTRACT BOND**
The successful Bidder, at its own expense, will be required to furnish, at the time of the execution of the contract, a contract bond in an amount equal to one hundred percent (100%) of the amount of the contract awarded. The completed contract bond will not be released until all of the provisions of the contract have been fulfilled.

7. **AFFIDAVIT**
A non-collusion affidavit in the form attached hereto shall be signed by Bidder and shall be considered a part of the Proposal.

8. **COMPLIANCE WITH SPECIFICATIONS**
All bids shall be based on the information herein enumerated. Bidders shall not base their bids on verbal information from any employee of the Port Authority. In case errors or omissions are found in the Proposal Form or Specifications, Bidders shall at once inform the President, who will immediately publish the correction to all Bidders.

9. **WITHDRAWAL OF BIDS**
Any bid may be withdrawn prior to the scheduled closing time for the receipt of Bids. The withdrawal of a bid after the scheduled closing time for receipt of bids shall result in the forfeiture of the proposal bond or certified check submitted with the bid.

10. **RIGHT TO ACCEPT AND REJECT PROPOSALS**
The Port Authority reserves the right to reject in whole or in part any or all Bids, to waive any technicalities, and to advertise for new proposals, or proceed with the work otherwise when the best interests of the Port Authority will be promoted thereby.

    The lowest responsive and responsible bid shall be determined in accordance with the Toledo-Lucas County Port Authority’s Board of Directors Resolution No. 68-00 as found in the General Conditions.

11. **NONDISCRIMINATION**
The Port Authority, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Bidders that it will affirmatively ensure in any contract entered into pursuant to this advertisement, Minority Business Enterprises and Women-Owned Businesses will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, disability or age in consideration for an award.

12. **SALES TAX**
Equipment and materials supplied under this proposal shall be exempt from Ohio Sales Tax under Section 5739.02 of the Ohio Revised Code. The Port Authority shall supply the contractor with the necessary tax exemption forms, and it shall be the responsibility of the individual contractor to present the form to its suppliers.

ITP-2 (ADDENDUM #1)
13. **AWARD OF CONTRACT**
The contract will be awarded to the most responsible and responsive bidder meeting the requirements. A Notice to Proceed will be issued to the successful bidder following approval of award by the Board of Directors of the Toledo-Lucas County Port Authority.

14. **PREVAILING WAGE RATES**
The Bidder acknowledges and agrees that all wages paid to laborers and mechanics employed in connection with the performance of this work will be paid at not less than prevailing rates of wages for laborers and mechanics for each class of work called for, in accordance with the requirements of Chapter 4115 of the Ohio Revised Code.

15. **INSURANCE REQUIREMENTS**
The undersigned Bidder hereby certifies to the Toledo-Lucas County Port Authority that it shall provide the Port Authority with evidence of Workers’ Compensation coverage as required by Ohio law and with a current certificate of insurance evidencing comprehensive general liability insurance in an amount of not less than $2,000,000 single limit bodily injury and property damage per occurrence.

*Fully detailed requirements for Bidder’s Workers’ Compensation and insurance coverage are explained in their entirety in the attached General Conditions, Article V, Bonds and Insurance.*

16. **DBE/MBE/WBE REQUIREMENT**
The Toledo-Lucas County Port Authority’s goal for disadvantaged business enterprise, minority business enterprise and women business enterprise (DBE/MBE/WBE) participation in the project shall be fifteen percent (15%) and bidder shall provide documentation of its ability to achieve that goal or, if the Port Authority’s goal is not attainable by bidder, bidder shall provide an affidavit detailing why that goal was not attained. A bid that fails to meet this requirement will be considered non-responsive.

17. **MAINTENANCE AND GUARANTEE BOND**
The successful Bidder, at its own expense, will be required to furnish at the time of the execution of the contract, a Maintenance and Guarantee Bond (see pages MB-1 and MB-2 for form) in an amount equal to fifty (50%) of the amount of the contract awarded, and shall be in-effect for a period of one-year from the date of payment of final estimate.

18. **ENGINEER’S ESTIMATE**
The engineer’s estimate for the base bid is $300,000.00.

19. **CONTRACTOR’S CHECKLIST**
A Contractor’s Checklist, attached hereto in the form of Page CC-1, contains the bid submission criteria required by the Port Authority. **The listed items are not a guideline – they are a requirement.** ALL ITEMS CONTAINED ON THE CONTRACTOR’S CHECKLIST MUST BE SUBMITTED WITH EACH CONTRACTOR’S BID, OR THE BID WILL BE CONSIDERED NON-RESPONSIVE.

20. **BID PRICES**
Bidder is required to hold its bid price(s) up to a maximum of one-hundred eighty (180) calendar days.
AGREEMENT

THIS AGREEMENT is dated as of the _____ day of ________ in the year 20___ by and between the Toledo-Lucas County Port Authority (hereinafter called OWNER) AND __________________ (hereinafter called CONTRACTOR).

WITNESSETH THAT OWNER AND CONTRACTOR in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work. The CONTRACTOR shall perform all work as specified or indicated in the Contract Documents for the completion of the Project generally entitled the Exterior Restoration at One Maritime Plaza, located in Toledo, Ohio 43604, all in strict accordance with the Plans and Specifications including any and all Addenda.

Article 2. Consultant. The project has been developed by TLCPA who will act as Consultant in connection with completion of the Project in accordance with the Contract Documents.

Article 3. Contract Time. The Toledo-Lucas County Port Authority intends and requires that the project be completed within one hundred twenty (120) calendar days from the date of the Notice to Proceed.

Article 4. Contract Price. OWNER shall pay CONTRACTOR for performances of the work in accordance with the Contract Documents in current funds based on bid prices set forth in the confirmed copy of the Contractor’s Proposal hereto attached.

Article 5. Applications for Payment. Contractor shall submit Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be provided in the General Conditions.

Article 6. Progress and Final Payments. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Application for Payment as approved by Engineer. All progress payments will be on the basis of estimated percent of work completed.

6.1 Prior to Substantial Completion, progress payments will be in an amount equal to 90% of the Work completed, less, in each case, the aggregate of payments previously made.

6.2 Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to 98% of the Contract Price.

6.3 Upon Final Completion of the Work and settlement of all claims, Owner shall pay the remainder of the Contract Price.

A-1 (ADDENDUM #1)
Article 7. Contractor’s Representations. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

7.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary General Conditions.

7.3 CONTRACTOR has made or caused to be made examinations, investigations, and tests and studies of such reports and related data in addition to those referred to in paragraph 7.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

7.4 CONTRACTOR has correlated the results of all observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.

7.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 8. Contract Documents. The Contract Documents which comprise the contract between OWNER and CONTRACTOR are attached hereto and made a part hereof and consists of the following:

8.1 This Agreement
8.2 Exhibits to this Agreement
8.3 CONTRACTOR’s Bid and Bonds
8.4 Notice of Award
8.5 Instructions to Proposers
8.6 Substitution Sheet
8.7 Non-Collusion Affidavit
8.8 Corporation/Partnership Acknowledgement
8.9 Experience Record & List of Equipment
8.10 List of Subcontractors
8.11 DBE/MBE/WBE/DBE Goal and Assurance Forms
8.12 Affidavit of Non-Delinquency of Personal Property Taxes
8.13 General Conditions
8.14 Supplemental General Conditions
8.15 Plans or Drawings
8.16 Addenda number(s) [____] to [____], inclusive
8.17 Any modifications, including Change Orders, duly delivered after execution of this Agreement, and
8.18 Terrorist Forms
Article 9. Miscellaneous.

9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

9.2 Neither OWNER nor CONTRACTOR shall, without the prior written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and, specifically, CONTRACTOR shall not assign any monies due or to become due without prior written consent of OWNER.

9.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.

9.4 The Contract Documents constitute the entire agreement between OWNER and CONTRACTOR and may only be altered, amended or repealed by a duly executed written instrument.

Article 10. Other Provisions. The CONTRACTOR acknowledges that he has not received or relied upon any representations or warranties of any nature whatsoever from the OWNER, its agents or employees, and that his Contract is entered into solely upon the CONTRACTOR’s own independent business judgment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TOLEDO-LUCAS COUNTY PORT AUTHORITY

By: _________________________________ By: _________________________________

Title: _________________________________ Title: _________________________________

Attest: _______________________________ Attest: _______________________________

Attest: _______________________________ Attest: _______________________________
FORM OF PROPOSAL

NOTES 1: The wording of this Proposal shall be retained throughout, without change, alterations or additions. Any change in the wording may cause the Proposal to be rejected as not complying with the law.

NOTES 2: The form of Proposal shall be accompanied by a properly secured Proposal Bond or certified check in a specific amount (STATED IN DOLLARS AND CENTS) not less than ten percent (10%) of the total of the sum of sums bid on all items of the Proposal. Non-compliance with these requirements may cause a Proposal to be rejected.

PROPOSAL

TO: Toledo-Lucas County Port Authority
    One Maritime Plaza
    Toledo, OH 43604

Submitted by: ______________________________ on _________________________, 20__.

Having read the Bid documents and having examined the specifications entitled:

Exterior Restoration at One Maritime Plaza
Toledo, Ohio 43604

prepared by the Toledo-Lucas County Port Authority for the Exterior Restoration at One Maritime Plaza, Toledo, Ohio 43604, and having also received, read and taken into account Addenda Nos. ______________ and likewise having inspected the Project Site and the conditions affecting and governing the removal of said items, the undersigned hereby proposes to furnish all equipment and to perform all labor as specified and described in the said specifications for the said work, for the following sum:

(continued on next page)
## FORM OF PROPOSAL

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>WORK ITEM DESCRIPTION</th>
<th>UNIT</th>
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<th>UNIT PRICE</th>
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**TOTAL BASE BID:**

Total Base Bid price in writing:

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P-2  (ADDENDUM #1)
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<th>WORK ITEM DESCRIPTION</th>
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<td>Alternate #1 Items</td>
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</table>
| 001 | Remove & Replace Sealant  
  - Glass-to-Glass window corner joints using a 795 silicone sealant or approved equal. | LS | 1 | |  |

TOTAL ALTERNATE #1:

Total Alternate #1 price in writing:

_____________________________________________________________________________________

(Remainder of page left blank intentionally)
This proposal is made with full knowledge of and in compliance with the Revised Code of the State of Ohio and Rules and Regulations of the Toledo-Lucas County Port Authority.

Bidder

List here full names of every person or Company interested in this bid:

By: _______________________________

Title: _______________________________

Address: _______________________________

Date: _______________________________

(Remainder of page left blank intentionally)