



**REQUEST FOR QUOTE to undertake
Lake Erie Bluffs Observation Tower Upper Level Deck Replacement
2901 Clark Rd.
Perry Twp. OH 44081**

The Request for Quote (RFQ) is issued by:
Lake Metroparks
11211 Spear Road
Concord Township, Ohio 44077
Office (440) 639-7275 Fax (440) 639-9126

PROJECT MANAGER

Questions related to the detailed specifications or the nature of the required work, or to schedule a site inspection, contact:

Tom Koritansky
Director of Park Operations
Office (440) 639-7275 ext. 1868
Fax (440) 639-9126
tkoritansky@lakemetroparks.com

SITE VISIT: A non-mandatory site visit will be held on Tuesday September 17 at 1:30 PM at the Lake Erie Bluffs Observation Tower with Lake Metroparks staff. Offerors may submit questions to Lake Metroparks until September 23th, 2024 in order to allow a timely response.

RFQ DUE DATE: September 30th, 2024 4:00 PM.

Email or deliver your quote by the Submittal Deadline on this form to be considered for award. Time registered on the Lake Metroparks digital phone system will be considered the official time of day when determining exact time of submission. Proposals received after the closing time will not be accepted.

Addendum Acknowledgement (if applicable): Addendum 1 _____ Addendum 2 _____

Company Name & Address:

Substantial Completion by: March 31, 2025

BASIC SCOPE OF SERVICES

It is the intent of Lake Metroparks to select a *contractor* that demonstrates knowledge of the construction methods required for the specific project.

The *contractor* shall provide all construction services required to complete the project.

The *contractor* shall prepare submissions and acquire necessary permits for the project as required by local codes and government agencies.

Contractor shall provide for temporary extension of utility systems from existing sources to work areas as necessary for construction. *Contractor* shall pay all costs for temporary electric or water extensions. On sites without utility systems, the contractor shall include all cost to provide temporary services necessary for its construction operation.

The *contractor* shall provide, erect, maintain and remove necessary barriers, ladders, scaffolding and warning as required by Local and State codes and OSHA regulations.

DETAILED SCOPE OF WORK & SPECIFICATIONS

Lake Metroparks is requesting quotes from experienced firms to complete the replacement of wooden decking and underlying boards which mount the decking to the steel framework on the uppermost level of the observation tower at Lake Erie Bluffs in Perry Township, Lake County, Ohio.

Lake Erie Bluffs is a nearly 600-acre park located in Perry Township. The observation tower was built in 2016. It is primarily a steel structure standing 45-feet tall. A handicap accessible ramp, staircase, and uppermost observation deck are constructed of wooden materials. This project involves the replacement of the uppermost level of wooden decking and associated boards used to mount the decking to the underlying steel framework of the observation tower. The uppermost level (level 5) of the observation tower is approximately 1,052 sq.ft. in size.

Original construction plans accompany this RFQ. Refer to page S-8 for the drawing of the uppermost level (level 5) of the tower and page S-11 for specific construction detail drawings of the uppermost level.

Contractor shall use lumber to replace the decking as specified: Species: Douglas Fir or Southern Yellow Pine. Grade: #2 or better. S4S (Surfaced Four Sides). Treated to AWP standards use category: UC4B. KDAT (Kiln Dry After Treatment) or ADAT (Air Dry After Treatment) approximately 25% MC. Contractor must provide certification of treatment.

Note criteria of other materials needed for this project are found under the section "Rough Carpentry" in the General Structural Notes page S-1 of the construction plans.

Contractor shall also end-treat all boards using copper naphthenate 17%.

Specifications:

These specifications are of the abbreviated, simplified or streamlined type and include incomplete sentences. Omission of words or phrases such as the "Contractor shall", "in conformity therewith", "the" and "all" are intentional. Omitted words or phrase shall be supplied by inference in the same manner as they are when a note occurs on the Drawings. Wherever the word "approved", "satisfactory", "directed", "submitted", "inspected", or similar words or phrases are

used, it shall be assumed that the words "Architect or his representative" follow the verb as the object of the clause such as "Approved by the project manager".

Most abbreviations used in the text are considered standard with the trades involved and are not defined. Except as otherwise defined in greater detail, the term "provide" means furnish and install complete and ready for the intended use, as applicable in each instance. It shall also include, without limitation, "all labor, materials, equipment, transportation, services and other items required to complete the referenced tasks".

Prime Contracts:

The work shall be performed under a Prime Contract. Each Contractor shall furnish all labor, material, equipment and incidentals to fabricate, deliver, install and complete all the work under their respective contract as specified herein.

Manufacturer's Directions:

All manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed in manufacturer's latest printed instructions. No manufactured articles, materials or equipment shall be used for a purpose not recommended by the manufacturer. Any discrepancies between specified use or procedure and manufacturer's recommendations shall be brought to the Architect's attention before the work is incorporated into the project.

Contractor's Employees:

Skilled Labor: All labor shall be performed by skilled workmen in a thorough, workmanlike manner, in conformity with the Drawings and Specifications and established practices of the trade. Contractors shall remove any persons, including subcontractors, from the work to whom the Architect may object, and not allow to return without the Architect's consent, and not employ any person not skilled in the work assigned to him. Contractor(s) shall enforce strict discipline and good order among his employees and subcontractors.

Construction Deadlines & Substantial Completion:

Since Contractor(s) agree mutually to the completion of construction guidelines and the construction schedules are authorized and agreed upon by the Contractors, the Owner will not pay for any increased costs because of any Contractor's failure to meet the established construction deadlines.

Sequence of Operating:

Construction operations for the project must be carried on while the park remains in operation.

Every effort must and shall be made by the various contractors to cause minimum interference to the Owner's continued operation and occupancy of the areas adjacent to the contract limits line. Access to an egress from the surrounding areas must be maintained and no obstructions to such will be permitted except as approved by the Owner and Architect.

Fire Protection:

The contractor shall provide reasonable safeguards against a break out of fire at the construction site, and shall have adequate means for fire in an emergency. Local fire department requirements shall be observed.

F.O.B.:

Destination. Unloading included.

REQUIREMENTS

Sales Tax Exemption

Lake Metroparks is a governmental agency exempt from all local, state and federal taxes. Tax Exempt Forms STEC_CO and STEC_CC will be provided at time of Contract.

Board Rights to Accept

Lake Metroparks Board of Park Commissioners reserves the right to accept separate quotes on various items of work, or to accept any combination of items, or to reject any or all quotes, and to waive any technical deficiencies or irregularities in the quote. The Board intends to award this project to the lowest and best quote that is submitted in

accordance with the requirements of these quote documents and does not exceed the funds available for the project. Every item line of the quote document must be filled in with a quoted price or acknowledgement of no quote.

Worker's Compensation Insurance

The offeror shall be responsible for workplace safety and insurance contributions and other incidental expenses, and no extras will be allowed for such items.

The Occupational Health and Safety Act

The Offeror shall comply with all conditions and regulations of the Occupational Health and Safety Act 1978 and amendments thereto, any other federal or provincial statute or local by-law concerning safety or any other phase of his work on this contract.

Permits, Fees and Certificates

Unless otherwise noted, the Offeror shall apply for, obtain and pay for all permits and inspection fees required for the work hereinafter specified. The Offeror shall provide to Lake Metroparks copies of all permits or certificates as may be required to comply with regulations governing this type of work.

Compliance with Codes, Regulations and By-Laws

The Offeror agrees to obey all government, municipal and underwriters codes and regulations, et cetera and perform all work in accordance with the requirements of by-laws in force in the area where the work is to be carried out.

Indemnification

The Offeror shall indemnify Lake Metroparks, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, changes or expenses whatsoever which may be sustained, incurred or paid by Lake Metroparks, its agents or employees, by reason of the errors or omissions of the Offeror, in regard to this Quote or any contract which results, including any charges arising as a result of any health and safety violation on the part of the Offeror.

The Offeror hereby grants Lake Metroparks full power and authority to settle any action, suit, claim or demand on such terms as Lake Metroparks may deem advisable, and hereby covenants and agrees to pay Lake Metroparks on demand all monies paid by Lake Metroparks pursuant to any such settlement, together with the reasonable costs of Lake Metroparks or its solicitor in defending or settling any such action, suit, claim or demand.

Changes in the Work

The Project Manager may, without invalidating the Contract, order changes in the Work, consisting of additions, deletions or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in Work shall be authorized by written Change Order and signed by the Project Manager BEFORE any work begins. The Contractor agrees that he shall have no compensation or claim/proposal for extra work that will increase the Contract Sum unless and until the procedures set forth above are followed and approved, and the Contractor hereby agrees that any claim/proposal for an increase in the Contract Sum will not be made and is waived and invalid hereunder, unless and until the procedures set forth above are followed and a duly approved written Change Order is issued prior to proceeding with any alleged extra work.

Preservation of Property and Responsibility for Damage

Care shall be exercised to avoid injury to personnel, the general public, property or equipment. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from any cause whatsoever during performance of the work.

Comprehensive General Liability Insurance

Liability Insurance shall cover all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

- (1) Products and completed operations;
- (2) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement; and
- (3) Broad form property damage (including completed operations) except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limits, where applicable, shall apply separately to CONTRACTOR'S work under the Contract.

Liability Insurance shall:

- a) include Comprehensive General Liability policy or commercial liability insurance with not less than a Combined Single Limit for bodily injury, property damage and Personal Injury Liability with the following limits of liability: One million dollars (\$1,000,000) each occurrence and One million dollars (\$1,000,000) aggregate.
- b) include insurance against liability for bodily injury and property damage caused by vehicles or equipment owned by the Offeror;
- c) be endorsed to provide that the policies will not be altered, cancelled or allowed to lapse without thirty (30) days prior written notice to Lake Metroparks;
- d) name *Lake Metroparks Board of Park Commissioners* including its officers, employees and volunteers as Additionally Insured while performing their duties on behalf of Lake Metroparks.
- e) pay for all premiums and expenses incurred for the insurance.

Worker's Compensation Insurance

The Contractor shall be responsible for workplace safety and insurance contributions and other incidental expenses, and no extras will be allowed for such items. Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease and one million dollars (\$1,000,000) each employee for bodily injury by disease. Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance.

Cancellation Notice – This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Lake Metroparks.

License

Contractor must be licensed and/or permitted in the cities and in Lake County, where work is performed. Copies of permits and/or licenses to be supplied to Lake Metroparks.

Employees of contractor

All persons performing services for the Contractor (if any) shall be solely employees of the Contractor or subcontractors and not employees of Lake Metroparks. The Contractor shall be solely responsible for the salaries and other applicable benefits, including Workers' Compensation, of all such personnel.

Lake Metroparks reserves the right to refuse any such employee(s) assigned by Contractor in performance of this contract if, in Lake Metroparks sole opinion, such employee(s) is/are determined to be detrimental to Lake Metroparks interests or impair working relationships with Lake Metroparks.

Non-Assignability

This agreement, and the rights and duties hereunder, shall not be assigned in whole or in part without the express written consent of Lake Metroparks.

Hold harmless and indemnification agreement

The CONTRACTOR shall save, keep, hold harmless and indemnify Lake Metroparks from all damages, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of the CONTRACTOR, any of the CONTRACTOR'S employees or any subcontractors. The CONTRACTOR shall be responsible for any liability imposed by law and for death, injury or damage to property of any person including, but not limited to, workmen, subcontractors and the public, resulting from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

If any judgment is rendered against Lake Metroparks for any injury, death or damage caused by CONTRACTOR as a result of work performed or completed, pursuant to this agreement, CONTRACTOR shall, at its own expense, satisfy and discharge any judgment. As used above, the term Lake Metroparks means Lake Metroparks, its officers, agents, employees and volunteers.

Warranty/Guarantee

General Warranty: the warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contractor Documents.

Contractor shall submit written certification the Work will remain free from defects in materials and workmanship from date of acceptance, and that the Contractor will be responsible for all such repair and/or replacement expenses.

Certification shall be the form subject to Owner's approval.

SUB-CONTRACTORS LIST

(To be submitted with quote)

Does this quote include the use of subcontractors? Yes _____ No _____

The following is a list of the subcontractors that will be used in the work if the Offeror is awarded the contract, and any subcontractor not listed below will not be used without the written approval of Lake Metroparks. Additional numbered pages outlining this portion of the Quotation may be attached to this page.

Company Name

Initials

	CONTACT	SUB-CONTRACTOR / SUPPLIER
1)	Name: Phone: Address:	Company Name: Trade or Product: Years in business:
	CONTACT	SUB-CONTRACTOR / SUPPLIER
2)	Name: Phone: Address:	Company Name: Trade or Product: Years in business:
	CONTACT	SUB-CONTRACTOR / SUPPLIER
3)	Name: Phone: Address:	Company Name: Trade or Product: Years in business:
	CONTACT	SUB-CONTRACTOR / SUPPLIER
4)	Name: Phone: Address:	Company Name: Trade or Product: Years in business:

SUBSTITUTION SHEET
(To be submitted with quote)

Offeror to state either yes or no. **YES**____ **NO**____

Proposals shall be based upon the make and type of materials and equipment set forth in the attached specifications. In order not to jeopardize consideration of this quote, the offeror must submit their quote exactly as specified. Offeror may, on this Substitution sheet, quote substitutions for which consideration is desired, showing the addition or reduction in price to be made, for each substitution accepted, or stating "No Change in Price," if no such addition or reduction will occur.

All Substitutions must be submitted on the Substitution Sheet for consideration and approval.

Article Specified	Proposed Substitution	Addition In Price	Deduction In Price	No Change In Price
		\$	\$	
		\$	\$	
		\$	\$	
		\$	\$	

It is understood and agreed that the proposal submitted is based on furnishing materials, products and equipment described in the Bidding Documents and entitles the Board to require that such named materials and methods be incorporated in the work, except as substitutions, if they are accepted, based on the quotations entered above, and subsequently made a part of the written Contract.

Company Name

Initials

BUSINESS INFORMATION & QUALIFICATIONS

(Must be submitted with Quote)

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. PLEASE PRINT LEGIBLY.

1. Name _____
Name of Company

Business Address (Permanent Main Office)

City, State, Zip Code

2. Date Business was organized ____/____/____ Company is: Individual Partnership Corporation

If company is a Corporation, indicate where business is incorporated _____

3. Federal Tax Payers I.D. Number or Owner's Social Security Number: _____

4. Name of President: _____

5. Name of Treasurer: _____

6. General character of work performed by your company

7. Have you ever failed to complete any work awarded to you? ____ Yes ____ No
If yes, indicate where and why: _____

8. Have you ever defaulted on a contract? ____ Yes ____ No

9. Contracts on Hand:

Contract Name	\$ Value of Contract	Completion Date
_____	_____	_____
_____	_____	_____
_____	_____	_____

10. Past Project References

Project Name & Description	Contact person	Phone No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

Note: Persons signing this Quote Form on behalf of the company/corporation must attach to this quote form a copy of the corporate resolution authorizing the signature made on the corporation's behalf.

Authorized Signatory (Print)

Title

Signature

Date

ITEM 1 – General Trades – Base Quote

Materials Cost: _____
(Written)

Dollars: \$ _____
(Figure)

Labor Cost: _____
(Written)

Dollars: \$ _____
(Figure)

Total Cost: _____
(Written)

Dollars: \$ _____
(Figure)

This quote is based upon the work and materials included in this document and as specified and that proposed substitutions, if any, are listed on the Substitution Sheet and enclosed with this quote.