

Bid Document
Matamoras Old K-3 Building Demolition Project
March 20, 2024

Frontier Local School District
Lee Howard, Treasurer
Phone: (740) 864-6051
lhoward@frontierlocalschools.com

A. INTRODUCTION & BACKGROUND

Frontier Local School District is accepting bids from qualified and experienced individual(s) or firm(s) to provide demolition services for the District. FLSD is requesting bids for the demolition and site reclamation for a portion of the Old K-3 Building located at 1000 Stover Drive, New Matamoras, Ohio. The successful Contractor will provide all tools, equipment, transportation, and labor necessary to perform the required duties herein. The Matamoras Old K-3 Building Demolition Project consists of removing the single story portion of the building and reclaiming the grounds while leaving the multi-purpose room portion intact and undamaged.

The objective of this request for bids is to locate a contractor that will provide the best overall value to Frontier Local School District. While price is a significant factor, other criteria will also be considered to form the basis of our award decision, as more fully described in the Method of Award section below.

B. BID REQUIREMENTS & SUBMISSION GUIDELINES

The Frontier Local School District Board of Education is accepting bids as provided in this notice for the Matamoras Old K-3 Building Demolition Project. Questions may be directed to and electronic copies of the Bid Documents, which include additional details, are available by contacting Lee Howard at (740) 864-6051 or lhoward@frontierlocalschools.com.

Bids shall be enclosed in a sealed envelope addressed to the Frontier Local School District Board of Education, ATTN: Lee Howard, Treasurer, 44870 SR 7, New Matamoras, Ohio 45767, and plainly marked "Matamoras Old K-3 Building Demolition Project." Bids will be received until 12:00 p.m., local time, April 16, 2024, and immediately after the deadline, the bids will be opened and publicly read.

All bids must include a Bid Guaranty. No bidder may withdraw its bid within 60 days after the opening. The Board reserves the right to waive irregularities, reject any and all bids, and conduct necessary investigations to determine bidder responsibility.

C. ESTIMATE OF COST – The project budget is \$150,000.00.

D. BID FORM AND PRE-BID MEETING

1. The Bid Form is attached or is available by request from Lee Howard at lhoward@frontierlocalschools.com.
2. A mandatory pre-bid site visit will be held by appointment only. Bidders may contact Matt Francis at (304) 991-0240 or mfrancis@frontierlocalschools.com to schedule an appointment.
3. All bids shall include the following documents, which are attached to this form:
 - a. Bid Form
 - b. Bid Guaranty and if applicable, Contract Bond
 - c. Conflict of Interest Affidavit

E. BONDS AND GUARANTEES

1. Bid Guaranty: Bidder shall furnish a Bid Guaranty, in the form prescribed in Sections 153.54, 153.57, and 153.571 of the Ohio Revised Code, in the form of either: (1) a bond for the full amount of the Bid, in the form of the Bid Guaranty and Contract Bond included in the Contract Documents; or (2) a certified check, cashier's check, or irrevocable letter of credit in a form satisfactory to the Owner in an amount equal to 10% of the bid. NOTE: AIA or EJCDC Bid Bond forms are not acceptable.
2. Contract Bond: The successful Bidder, who, as a Bid Guaranty, submits a certified check, cashier's check, or irrevocable letter of credit in an amount equal to 10% of the bid, shall furnish a Contract Bond in the form Contract Bond included in the Contract Documents in an amount equal to 100% of the Contract Sum. NOTE: AIA or EJCDC Bond forms are not acceptable.
3. The bond must be issued by a surety company authorized by the Ohio Department of Insurance to transact business in the State of Ohio and acceptable to the Owner.
4. All bonds shall be signed by an authorized agent of an acceptable surety and by the Bidder.
5. The Bid Guaranty, as applicable, shall be in the name of or payable to the order of the Owner.
6. The name and address of the Surety and the name and address of the Surety's Agent should be typed or printed on each bond.

F. METHOD OF AWARD

1. All bids shall remain open for acceptance for sixty (60) days following the day of the bid opening, but the District may, in its sole discretion, release any bid and return the Bid Guaranty prior to that date. The Bid Guaranty shall be subject to forfeiture, as provided in the Ohio Revised Code, if a bid is withdrawn during the period when bids are being held.
2. The District reserves the right to reject any or all bids and to waive any informalities and irregularities.
3. Determination of the Lowest Responsible Bid. Subject to the right of the District to reject any or all bids, the District will award the Contract for the Work to the bidder submitting the lowest responsible bid that is responsive to the bidding requirements. In evaluating bids, the District may consider the qualifications of the Bidders and compliance with the prescribed bid requirements.
4. The failure to submit requested information on a timely basis may result in the determination that the Bidder has not submitted the lowest responsible bid.
5. Affidavit as to Personal Property Taxes. The successful Bidder shall submit, prior to the time of the entry into the Contract, an affidavit in the form required by ORC §5719.042, regarding the status of the Bidder's personal property taxes. A copy of the affidavit form is included with the Contract Documents.
6. Award of Contract. The award of the Contract, when required, will only be made pursuant to a duly adopted resolution of the Board of Education.

G. DATE FOR SUBSTANTIAL COMPLETION/ DATE FOR FINAL COMPLETION

The Date for Substantial Completion (aka Contract Time) and Date for Final Completion, shall be as defined and set forth in the Board of Education-Contractor Agreement. By submitting its Bid, each Bidder agrees that the period for performing its Work is reasonable.

H. COMPLIANCE WITH APPLICABLE LAWS

1. By submitting a bid for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:
 - a. Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the contract by reason of race, creed, sex, disability as defined in Ohio Revised Code §4112.01, or color, shall discriminate against any citizen of the state in the

employment of labor or workers who are qualified and available to perform work to which the employment relates.

- b. Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation of the ORC §102.04 and §3517.13, and certifies that it is in compliance with such requirements.

I. FINDINGS FOR RECOVERY

By submitting its bid, each Bidder certifies that it has no unresolved finding for recovery against it issued by the Auditor of the State of Ohio on or after January 1, 2001, except as permitted by ORC §9.24 (F).

J. PROJECT DESCRIPTION/SCOPE

Fees. Contractor is responsible for all permits, fees, inspections, certifications and approvals necessary to demolish the building as outlined by the standards established by federal, state, and local authorities.

Utilities and Terminations. Prior to commencement of work by Contractor, FLSD will conduct all utility terminations, power/phone/cable disconnections. Lateral water lines will be terminated at meter vault. Contractor will cap sewer laterals at property line at the time of building demolition. All lateral lines (sewer, water, etc.) from disconnection point to the building shall be removed and disposed of by Contractor.

Asbestos Abatement and Inspection. Contractor must have a current license/certification for asbestos and hazardous material removal for a demolition contractor.

State Permits and Notices. Obtain permit prior to any demolition work.

Demolition and Site Clearance. Contractor shall demolish and remove all above and below ground debris and appurtenances including but not limited to; the main structure and all footings, foundations, floors, and debris of any kind. Contractor shall include the demolition and removal of all concrete or any underground piping, junk, trash which may be present. No debris shall be left or buried on the site. All removal of debris, rubbish, and other materials from this site resulting from demolition operations must be disposed of in a legal manner.

Site Finishing. Contractor shall backfill with clean fill, well compacted, grade to a smooth flat lawn, seed with an appropriate perennial grass, and mulch the seeded area with straw.

Project Schedule. Contractor will receive a notice to proceed after utilities are terminated and/or disconnected.

Dumping Requirements: All demolition debris must be taken to a licensed landfill. All landfill receipts (for general debris and hazardous waste) must be turned in before final approval and payment.

Salvage and Recycling: Salvage rights belong to the Contractor after Notice to Proceed is issued. All portions of the demolitions must be removed, to include scrap metals, concrete, and other materials. Contractor may sell any and all materials and retain any proceeds from the sale of such materials.

Safety: Public safety must be considered at all times. The Contractor must take precautions at all times to utilize and store materials and equipment in a way that will prevent injury to citizens. Before leaving for the day, Contractor must ensure that proper signs, caution tape, physical barriers or other devices as needed to signal a hazard or restrict public access are in place. In addition, the Contractor must insure the safety of their workers by adhering to industry best practices, OSHA safety, and traffic safety guidelines as applicable for the activity being performed. The FLSD-designated Project Manager reserves the right to temporarily stop work if they see an unsafe practice and to suspend work until the issue is addressed.

K. OUTLINE OF EXPECTATIONS

1. Significant experience in demolition and removal of residential and commercial site debris, backfill and grading. The successful bidder shall clearly possess an understanding of the scope of work required including:
 - a. Permitting and clearances
 - b. Asbestos/Universal Waste abatement. Eight-Hour OSHA Class II Asbestos Removal certification.
 - c. Demolition site clearance and backfill/ site grading.
 - d. Project completion documentation.
 - e. Possess the required licenses, insurance, bonding, etc.
2. Contractor will assure that all permitting, abatement, demolition and debris removal will comply with applicable City, State and Federal regulations and procedures covering demolition.

L. CONTRACT DOCUMENT

FLSD will negotiate a Professional Services Agreement with the winning Contractor.

M. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors. The cost of such insurance shall be included in Contractor's bid. The amount of insurance shall not be less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident and \$2,000,000 general aggregate for bodily injury and property damage for owned, non-owned and hired autos.
3. Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the State of Ohio and employers' liability with limits of \$1,000,000 per accident.

N. Bid Submittals

Those wishing to submit a bid for the project must provide, at a minimum, the following items:

- Completed Bid Form.
- Documents showing appropriate certification in appropriate OSHA Class for asbestos removal.
- Proof of all other appropriate professional licensing as required by the State of Ohio
- A disposal and recycling plan for all structures and debris removed from the site
- Proof of Insurance: General Liability, Workers Comp, Automobile (must be current)
- BONDS: A certified check or bid bond of not less than ten percent [10%] of the amount of the bid is to accompany the bid. The bid bonds of the unsuccessful bidders will be returned within 5 days after the award of the bid.

End of Instructions to Bidders.

IF YOU REQUIRE ADDITIONAL INFORMATION:

For technical questions, please contact Matt Francis at (304) 991-0240 or mfrancis@frontierlocalschools.com.

For questions related to the proposal or regarding the bid process, please contact Lee Howard at (740) 864-6051 or lhoward@frontierlocalschools.com.

Attachments:

1. BID FORM
2. CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
3. CONFLICT OF INTEREST AFFIDAVIT
4. BID GUARANTY AND CONTRACT BOND

Bid Form

Project: Matamoras Old K-3 Building Demolition Project

1.01 BID SUBMITTED BY:

Submitter Name: _____ Date: _____

1.02 DELIVER TO:

Frontier Local School District Board of Education
ATTN: Lee Howard, Treasurer
44870 State Route 7
New Matamoras, Ohio 45767

1.04 BONDS AND CONTRACT:

If the undersigned is notified of bid acceptance, it agrees to furnish required bond as indicated in the Instructions to Bidders.

1.05 COMPLETION OF WORK:

In submitting a bid, the undersigned agrees to execute the Owner-Contractor Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

2.01 BID:

Include the cost of all labor and material for the project. A separate document may be attached with a breakdown of costs for each activity/component. Bidder will complete the Work in accordance with the Contract Documents for the following price:

Lump Sum – All Work:

_____ Dollars (\$ _____)
(Words) (Figures)

3.01 INSTRUCTIONS FOR SIGNING.

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.

4.01 BIDDER CERTIFICATIONS.

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

1. The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder, by submitting its bid, pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Board of Education, (b) it will use its best efforts to cooperate with the Board of Education and at all times act with professionalism and dignity in its dealings, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.
2. The Bidder represents, by submitting its bid, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Owner in writing at least seven (7) days prior to the bid opening.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents.
4. The Bidder will execute the form of Owner/Contractor Agreement in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
5. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
6. The Bidder agrees to furnish any information requested by the Owner's authorized representative to evaluate that the Bidder has submitted the lowest responsible bid and that the bid is responsive to the specifications.
7. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
8. The Bidder certifies that it is aware of and in compliance with the requirements of ORC §3517.13 regarding campaign contributions.
9. The Bidder further states that it is a duly licensed contractor, for the type of work proposed, in accordance with the local requirements, and that all fees, permits, etc., pursuant to submitting this Bid have been paid in full.

5.01 Bidder Information

Legal Name of Company: _____

Organized as (check one): sole proprietor partnership corporation other legal entity

Address: _____

Phone Number: _____

Fax Number: _____

Company Email: _____

Name and Title of Personal Legally Authorized to Bind Bidder to a Contract:

Name: _____ Title: _____

Signature: _____ Date: _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

_____	_____
_____	_____

Name

Address

_____	_____
_____	_____

Name

Address

Please attach a complete and updated W-9 for our records.

Bid Bonds will be required at time of bid.

CONTRACTOR'S PERSONAL PROPERTY TAX AFFIDAVIT
(O.R.C. § 5719.042)

State of Ohio
County of _____, ss:

_____, being first duly sworn, deposes and says that he is the
(Name)

_____ of _____ with offices located at
(Title) (Contractor)

_____, and as its duly
(Address of Contractor)

authorized representative, states that effective this ____ day of _____, 20__.

(Name of Contractor)

() is charged with delinquent personal property taxes on the general list of personal property as set forth below:

County	Amount (include total amount penalties and interest thereon)
_____ County	\$ _____
_____ County	\$ _____
_____ County	\$ _____

() is not charged with delinquent personal property taxes on the general list of personal property in any Ohio county.

(Affiant)

Sworn to and subscribed before me by the above-named affiant this ____ day of _____, 20__.
The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Notary Public)

My commission expires
_____, 20__

CONFLICT OF INTEREST AFFIDAVIT

STATE OF _____)

County of _____) ss:

_____, _____ for
(Individual's Name) (Title/Position)

_____, first being duly sworn according to law,
(Vendor/Contractor)

deposes and says on behalf of Vendor/Contractor that:

- 1. I have the authority on behalf of Vendor/Contractor and the knowledge to make the statements in this Affidavit.
- 2. On behalf of the Vendor/Contractor, I certify that the Vendor/Contractor is not aware of any employee, officer, staff member or agent of the Owner; any member of his or her immediate family; or any organization, which employs, or is about to employ, any of the preceding, has a financial or other interest in the contractor or firm selected for award.
- 3. Further, on behalf of the Vendor/Contractor, I certify that the Vendor/Contractor is aware of all applicable ethics and conflicts of interest statutes, rules, and regulations, including but not limited to 2 CFR 200.112, and that Vendor/Contractor and its officers and employees are in compliance with these statutes, rules, and regulations.

This Affidavit is for the benefit of, and may be relied upon by the Owner. The undersigned hereby agrees to indemnify, defend and hold harmless Owner for all damages incurred as a result of a material misstatement herein.

Signature

Affiant

Vendor/Contractor

Address

City/State/Zip Code

Sworn to and subscribed before me this day _____ of _____, 20___. The notarial act certified hereby is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act certified to hereby.

(Seal)

Notary Public

BID GUARANTY AND CONTRACT BOND

(O.R.C. § 153.571)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ ("Contractor") as principal and _____ as surety are hereby held and firmly bound unto the **Frontier Local School District Board of Education**, as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____, 20__, to undertake the construction of the **Matamoras Old K-3 Building Demolition Project** ("Project"). The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive Alternates made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ Dollars (\$_____). (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including add Alternates. Alternatively, if the blank is filled in the amount stated must not be less than the full amount of the bid including add Alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20__.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for work on the Project.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not-to-exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein.

Now also, if the said principal shall well and faithfully do and perform the things agreed by said principal to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; and surety shall indemnify the obligee against all damage suffered by failure of the principal 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 surety further agrees and assents that this undertaking is for the benefit of any subcontractor, materialman, or laborer having a just claim, as well as for the obligee; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond, and does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

Signed and sealed this _____ day of _____, 20__.

PRINCIPAL

By: _____

Printed Name & Title: _____

SURETY

By: _____

Printed Name & Title: _____

Surety's Address: _____

Surety's Telephone Number: _____

Surety's Fax Number : _____

SURETY'S AGENT

Surety's Agent's Address: _____

Surety's Agent's Telephone Number: _____

Surety's Agent's Fax Number: _____