

# ADDENDUM No. 1

For

## BP#4 Abatement & Demolition Old Batavia Middle School

800 Bauer Avenue, Batavia, OH 45103

Prepared For:  
BATAVIA LOCAL SCHOOL DISTRICT

Prepared by:  
Elevar Design Group, Inc.  
555 Carr Street  
Cincinnati, Ohio 45203

January 12, 2024

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### TO ALL BIDDERS:

**THIS ADDENDUM SUPPLEMENTS THE ORIGINAL TECHNICAL SPECIFICATIONS AND DRAWINGS, SHALL BE TAKEN INTO ACCOUNT IN PREPARING PROPOSALS, AND SHALL BECOME PART OF THE CONTRACT DOCUMENTS.**

### 1. GENERAL

#### 1.1 Bid Extension:

- A. The bid due date is being extended via this addendum to Tuesday 1/30/2024 at 2:00 P.M. local time.
- B. The anticipated Notice to Proceed and Substantial Completion dates have also been extended accordingly, per below.

#### 1.2 Published Estimate:

- A. The published estimates are being increased via this addendum to:

- 1) BP-4A: \$100,500
- 2) BP-4B: \$419,500
- 3) BP-4C: \$520,000

#### 1.3 Pre-Bid Meeting Minutes

- A. Minutes to the Pre-Bid meeting held on 1/3/2024 are included with this addendum.

#### 1.4 Bidders Questions:

- A. All questions submitted in writing and answered since the previous addendum have been compiled and issued with this addendum. For differences between this addendum and Bidders' Questions, this addendum takes precedence.

## 2. SPECIFICATIONS

- Revision descriptions below are for convenience - see the actual sections for the full extent of changes.
- Unless noted otherwise, the sections listed below are being revised and reissued with this addendum.

### 2.1 Section 000130 – Project Information Sheet:

- A. Part 1.2, A: Revised the Bid Date to Tuesday 1/30/24 at 2:00 P.M. local time.
- B. Part 1.2, C: Extended the Anticipated Notice to Proceed dates in conjunction with the bid due date extension.
- C. Part 1.6: The Ohio EPA NPDES permit NOI will be secured by the Owner.

### 2.2 Section 001000 – Solicitation:

- A. Revised the bid due date to Tuesday 1/30/24 at 2:00 P.M. local time.
- B. Revised the published estimate amounts.

### 2.3 Section 004113 - Bid Form:

- A. Revised the bid due date to Tuesday 1/30/24 at 2:00 P.M. local time.

### 2.4 Section 005200 - BP-4A K12 Agreement Form:

- A. Article 3: Extended the Anticipated Notice to Proceed and Substantial Completion dates in conjunction with the bid due date extension.

### 2.5 Section 005200 - BP-4B K12 Agreement Form:

- A. Article 3: Extended the Anticipated Notice to Proceed and Substantial Completion dates in conjunction with the bid due date extension.

### 2.6 Section 005200 - BP-4C K12 Agreement Form:

- A. Article 3: Extended the Anticipated Notice to Proceed and Substantial Completion dates in conjunction with the bid due date extension.

### 2.7 Section 011000 – Summary:

- A. Part 1.3, B: Bid package scope descriptions have been clarified.

### 2.8 Section 024116 – Structure Demolition:

- A. Part 1.1, A, 3: Reference to abandoning underground utilities was deleted.
- B. Part 3.3, A, 1: This item referring to the Owner arranging for disconnection of utilities has been deleted.
- C. Part 3.6, D, 1: This item referencing abandoning underground utilities was deleted.

### 2.9 Section 028200 – Hazardous Material Abatement:

#### A. Scope of work clarifications:

- 1) On page 028200-6, for the second bullet point of the second paragraph, refrigerant recovery is the responsibility of the BP-4B Demolition contractor, and per Section 024116, Part 3.2, A.
- 2) On page 028200-6, Note 2, all the scope of work of this specification is to be under the BP-4A Abatement contractor, except for refrigerant recovery. See also Section 011000 – Summary for additional scope assignments.
- 3) This section is not being revised and reissued with this addendum.
- 4) Issued with this addendum is the blank building egress plan prepared by the Owner and used for identifying rooms in the Asbestos-Containing Materials / Universal-Hazardous Waste Report. This plan is not drawn to any scale and may not accurately reflect current room configuration or building proportions.

### 3. DRAWINGS

- Revision descriptions below are for convenience - see the actual drawings for the full extent of changes.
- Unless noted otherwise, the sheets listed below are being revised and reissued with this addendum.

#### 3.1 Sheet C130 - Grading:

- A. Tree protection is noted along the existing tree line around the perimeter of the site. This tree protection is not required. This sheet will be revised and reissued for the conformance set after award.

### 4. ATTACHMENTS

#### 4.1 General Items:

- A. Pre-bid Meeting Minutes dated 1/3/2024.
- B. Bidder's Questions Log Dated 1/12/2024.

#### 4.2 Specifications:

- A. Section 000130 - Project Information Sheet\_Rev01.
- B. Section 001000 – Solicitation\_Rev01.
- C. Section 004113 - Bid Form\_Rev01.
- D. Section 005200 - BP-4A K12 Agreement Form\_Rev01.
- E. Section 005200 - BP-4B K12 Agreement Form\_Rev01.
- F. Section 005200 - BP-4C K12 Agreement Form\_Rev01.
- G. Section 011000 – Summary\_Rev01.
- H. Section 024116 – Structure Demolition\_Rev01.

#### 4.3 Drawings:

- A. Batavia Middle School blank egress plan dated 8/3/2021.

END

# Minutes – BP#4 Pre-Bid Meeting

OFCC # SFC-200455.05

ELEVAR # 10733

**Meeting Date:** Wednesday, January 3, 2024 – 3:30 PM

**Location:** Old Batavia Middle School  
800 Avenue | Batavia, OH 45103

**Reference:** Batavia Local School District  
Old Batavia Middle School  
BP-4 Abatement & Demolition

**Participants:** See attached Sign In Sheet

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## 1. Introductions

- 1.1 A/E: Elevar Design Group
  - A. David Hester, Project Manager, Elevar
  - B. macParan, Environmental Consultant to Elevar.
- 1.2 Owner: Batavia Local School District
  - A. Keith Millard, Superintendent
  - B. Michael Ashmore, Treasurer
- 1.3 Contracting Authority: OFCC
  - A. Paul Motylinski, Project Manager
- 1.4 Owner Agent: Megen Construction
  - A. Jeff Williams, Vice President Pre-Construction

## 2. Bidding Information

- 2.1 Bids are due by **Tuesday 1/30/2024**<sup>1</sup> at 2:00 P.M. through the State of Ohio’s electronic bidding system: <https://bidexpress.com>.
  - A. Register with Bid Express early. Do not wait until the day bids are due.
  - B. Go through the bid submittal process and follow the directions closely for the bid guarantee. There is risk of the bid being rejected if instructions are not followed with uploading guarantee attachments for the bond and the power-of-attorney.
  - C. Written bids, emailed bids, etc. will not be accepted.

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<sup>1</sup> Extended per Addendum 1.

- 2.2 Addenda:
  - A. No.1: To be issued 1/10/2024.
  - B. The final addendum will be issued no later than 1/25/2024<sup>2</sup> @ 2:00 P.M.
- 2.3 EDGE Participation Goal: 5%.
- 2.4 Current Bid Packages:
  - A. BP-4A – Old BMS Abatement
  - B. BP-4B – OLD BMS Demolition
  - C. BP-4C – Combination Bid (BP-4A and BP-4B)
- 2.5 Drawings are available through <https://bidexpress.com> and Key Blueprint.
  - A. Addenda will only come through BidExpress officially. Addenda sent through Key Blueprint are only as a courtesy.
- 2.6 Additional site visits can be set up through:
  - A. Keith Millard, District Superintendent, millard\_k@bataviaschools.org, (513) 857-8097.
- 2.7 All questions to be directed to Elevar Design Group only, in writing, to the attention of:
  - A. David Hester, dhester@elevar.com
  - B. Responses will be included in future addenda.
  - C. Last day for questions & substitution requests: 1/24/2024<sup>1</sup> @ 12:00 noon.
  - D. Substitution Requests must be filled out on the form included at the end of Specification Section 012500 – Substitution Procedures. Any substitution request received after noon on 1/24/2024<sup>1</sup> will not be considered.
    - 1) Official responses to questions and substitution requests will only be issued in writing via addenda. Responses to questions or substitution requests issued by any other means are invalid.

### 3. Project Estimates

|   |                        |
|---|------------------------|
| A. BP-4A – Old BMS Abatement                  | \$100,500 <sup>3</sup> |
| B. BP-4B – OLD BMS Demolition                 | \$419,500 <sup>3</sup> |
| C. BP-4C – Combination Bid (BP-4A and BP-4B): | \$520,000 <sup>3</sup> |

### 4. Project Summary

- 4.1 This bid package is for the abatement and demolition of the former Batavia Middle School campus, including all buildings and structures, site improvements and pavements, and site restoration after demolition is completed.
  - A. There are no alternates.
- 4.2 This is an OFCC CFAP project.
- 4.3 This is NOT a prevailing wage project.
- 4.4 A fully executed Bid Guarantee is required at the time of bid opening per Ohio Revised Code.

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<sup>2</sup> Extended per Addendum 1.

<sup>3</sup> Increased per Addendum 1.

- 4.5 Tax exempt status: Materials that ultimately become a part of the completed structure or improvement that constitutes the Project shall be exempt from state sales tax and state use tax.
- 4.6 This is not a LEED project.
- 4.7 Site is drug-free, tobacco-free, and concealed-carry restricted.
- 4.8 Contractors/employees are to be enrolled in the State drug-free workplace program.
- 4.9 The existing school will not be occupied during construction.
- 4.10 The demolition permit will be secured – Clermont County is the AHJ. All other permits and inspections are the responsibility of the contractor.

## 5. Project Schedule

### 5.1 Anticipated Notices to Proceed issued:

- A. BP-4A – Old BMS Abatement: 03/18/2024<sup>4</sup>
- B. BP-4B – Old BMS Demolition: 06/17/2024<sup>4</sup>
- C. BP-4C – Combination Bid (BP-4A and BP-4B): 03/18/2024<sup>4</sup>
- D. These are anticipated dates that hinge on an executed Agreement which can only be executed once the successful Contractor(s) have submitted all the correct documentation for an Agreement (original bond, insurance certificate, EDGE affidavits, Ohio BWC certificate, good standing letter, delinquent personal property tax affidavit, etc.).

### 5.2 Substantial Completion:

- A. BP-4A – Old BMS Abatement: 06/14/2024<sup>4</sup>
- B. BP-4B – Old BMS Demolition: 11/08/2024<sup>4</sup>
- C. BP-4C – Combination Bid (BP-4A and BP-4B): 11/08/2024<sup>4</sup>

## 6. Project Scope

### 6.1 The project is governed by OFCC documents.

- A. The project will be administered electronically through the State of Ohio OAKS CI system. See [www.ofcc.ohio.gov](http://www.ofcc.ohio.gov) for background on the system and to access K-12 (Single Prime) cloud system tutorials and training webinars.

### 6.2 Highlights of the specifications front end and bid form.

- A. The bid form included in the project manual is for reference only. Bids are being received electronically through bid express. Do not submit the paper bid form.
- B. See *Section 002200 – Supplementary Instructions to Bidders* for modifications to *Section 002113 – Instructions to Bidders*.
  - 1) Note that Section 6.5 (prevailing wages) is deleted.
- C. See *Section 007300 – Supplementary General Conditions* for modifications to *Section 007213 – General Conditions*. New language has been added to this section by the State.

### 6.3 Highlights / overview of the Drawings.

- A. See the attached key plan showing what we know to be the building periods.
- B. The drawings were reviewed in general.

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<sup>4</sup> Extended per Addendum 1.

- C. The site grading is to be considered balanced. Use existing soils to achieve the new grading. Topsoil is not required to be imported.

## 7. Q&A and Site Walk-Through

- 7.1 The large group walked through the building and split up soon after starting. Questions were asked throughout the walk-through.
- 7.2 Q: Are the water and sewer utilities through Batavia?
  - A. Yes. Gas and electric services are through Duke.
- 7.3 Q: Will the loose contents of the building be removed by the district or the contractor?
  - A. The district will remove just PC's and trophies. All other items will be left for the contractors to remove, including projectors, Smartboard, and other electronic items.
    - 1) The BP-4A Abatement contractor is to remove and properly dispose of all loose contents of the building from spaces where floor tile and/or floor tile mastic are to be abated.
- 7.4 Q: Does OAKS have a license fee that contractors will need to pay to access/use OAKS?
  - A. Licensing or usage fees for individuals to access OAKS will be paid for by the State. Otherwise, all labor and overhead costs for using OAKS is the responsibility of the contractor. If the Contractor's staff is unfamiliar with the proper use of OAKS, the Contractor shall provide its staff for training without additional compensation.
- 7.5 Q: Are there any materials identified to be salvaged?
  - A. No. However, historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
- 7.6 Q: Does the pre-demolition survey of the building require the engineer to stamp their report?
  - A. The specifications do not call for a stamped report. It is the contractor's responsibility to determine their means and methods for safely demolishing the structure.
- 7.7 Q: If the bid packages are awarded separately, who is responsible for disconnecting utilities?
  - A. BP-4B is responsible for disconnecting utilities.
- 7.8 Q: Is tree protection required for the perimeter of the property as indicated on the drawings?
  - A. No. Tree protection is not required for the perimeter trees as noted on sheet C130. Tree protection is to be provided for the four individual trees tagged with note #40.
- 7.9 Q: Who will perform the QA/QC inspections and testing?
  - A. MacParan will be involved in the abatement work as a consultant to Elevar. Geotech QA/QC will also be provided through Elevar, most likely by Atlas.
- 7.10 Q: To what extent do underground utility lines need to be removed, such as the perimeter fire line? Can lines be disconnected and abandoned?
  - A. All underground utilities are to be removed completely unless specifically noted to remain.

- 7.11 Q: Can asbestos containing floor tile and mastic be left in place, to be removed as demolition waste with the slabs?
- A. The BP-4A Abatement contractor is to proceed with abatement of all asbestos materials.
- 7.12 Q: If the bid packages are awarded to separate primes, who is responsible for removing the loose contents of the building that are in the way of flooring and/or mastic abatement?
- A. The BP-4A Abatement contractor will be responsible for removal and disposal of any of the loose contents that are in the way of their abatement work.
- 7.13 Q: Are there any tunnels for steam piping, etc?
- A. The existing drawing record is incomplete. No utility tunnels are known to exist.
- 7.14 Q: There is an existing site retaining wall along the western property line. Does this wall remain?
- A. Yes. Per sheet C120, note #37, this wall is to remain and be protected, as well as any guardrails at this wall.



**elevay**  
DESIGN GROUP

**BATAVIA BP#4 PRE-BID MEETING SIGN-IN SHEET**

Date: October 5, 2022 - 3:30 p.m.  
Project: Batavia Local School District  
Old Batavia Middle School  
BP-4 Abatement & Demolition

Job No: 10733  
SFC-200455.05

PLEASE PRINT LEGIBLY

| Name            | Company                   | Telephone    | E-mail                              |
|-----------------|---------------------------|--------------|-------------------------------------|
| Rob Rippstein   | Rippstein's Exc           | 937-618-8116 | robrippstein@gmail.com              |
| DERRICK MORSE   | EMUS LANDSCAPING          | 513-678-9589 | DMORSE@EMUSLANDSCAPING.COM          |
| ERIC ROTHWELL   | GREEN CITY DEMOLITION     | 513-617-3065 | EROTHWELL@PRESTIFY.COM              |
| Michael Atkins  | Demolition Magicians      | 606 463 3323 | Mike@DemolitionMagiciansKY.com      |
| Ken Beatty      | DSEA Services Inc         | 513-617-1532 | KBeatty@dseaservices.com            |
| Jason Hazelwood | EDG                       | 859-363-4863 | j.hazelwood@edgllc.biz              |
| Aaron Beacock   | ASTL                      | 513-519-5455 | ABEACOCK@ASTL.COM                   |
| Dustin Reed     | RME                       | 937-403-8032 | REEDMCLLC@GMAIL.COM                 |
| DAVE FISCUS     | FISCUS                    | 513-616-4858 | DAVE@FISCUSINC.COM                  |
| Heather Storel  | Fillmore Construction LLC | 937-780-1301 | heather@fillmoreconstructionllc.com |
| Paul Williams   | Rauch                     | 937-263-2676 | Bids@SteveRauch.com                 |
| Vic Kellers     | O'Rourke Wrecking         | 513-502-0456 | Bid@orourkewrecking.com             |
| Scott Sizemore  | Complete Clearing Inc     | 859-393-1917 | scott@completeclearing.com          |

Jeff Sizemore Sehlhorst 513-432-3873 jeff@sehlhorst.com  
 Chris Zauch 2 Cuch Construction 513-623-1091 2cuchconstruction@protonmail.com



**elevator**  
DESIGN GROUP

**BATAVIA BP#4 PRE-BID MEETING SIGN-IN SHEET**

Date: October 5, 2022 - 3:30 p.m.  
Project: Batavia Local School District  
Old Batavia Middle School  
BP-4 Abatement & Demolition

Job No: 10733  
SFC-200455.05

PLEASE PRINT LEGIBLY

| Name          | Company     | Telephone    | E-mail                       |
|---------------|-------------|--------------|------------------------------|
| David Hester  | Elevar      | 513.503.6844 | DHESTER@ELEVAR.COM           |
| Keith Millard | BATAVIA LSD | 513.857.8097 | MILLARD_K@BATAVIASCHOOLS.ORG |
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| ITEM                                 | DATE IN   | CONTRACTOR/PHONE/FAX   | REFERENCE            | QUESTIONS  | FIRM | NAME   | RESPONSES   | DATE OUT  |
|--------------------------------------|-----------|--|----------------------|--|------|--------|---|-----------|
| 1.1                                  | 1/8/2024  | Zeuch Construction, LLC<br>Chris Zeuch<br>zeuchconstruction@gmail.com<br>P: 513.623.1091 | Earthwork            | Are we to import any fill materials or are we to use the onsite soil for fill material?                    | EDG  | Dave H | Grading is to be adjusted to balance the site, per sheet C130, General Note 1. The contractor may import suitable and approved soils at their discretion. | 1/11/2024 |
| 1.2                                  | 1/8/2024  | Zeuch Construction, LLC<br>Chris Zeuch<br>zeuchconstruction@gmail.com<br>P: 513.623.1091 | Earthwork            | Are we to import any topsoil?  | EDG  | Dave H | No. Use existing soils, with necessary amendments, per Section 329113 - Planting Soils.   | 1/11/2024 |
| 1.3                                  | 1/8/2024  | Zeuch Construction, LLC<br>Chris Zeuch<br>zeuchconstruction@gmail.com<br>P: 513.623.1091 | Earthwork            | Will compaction testing be done on any fill materials? If so, what percentage of compaction?               | EDG  | Dave H | Yes. See Section 0312000 - Earth Moving.  | 1/11/2024 |
| 1.4                                  | 1/8/2024  | Zeuch Construction, LLC<br>Chris Zeuch<br>zeuchconstruction@gmail.com<br>P: 513.623.1091 | Structure Demolition | Will an engineering survey by an engineer need to be done prior to the demolition?                         | EDG  | Dave H | Yes. See Section 024116 - Structure Demolition.   | 1/11/2024 |
| 1.5                                  | 1/8/2024  | Zeuch Construction, LLC<br>Chris Zeuch<br>zeuchconstruction@gmail.com<br>P: 513.623.1091 | Utilities Demolition | Will all the underground utilities need to be removed or can they be abandoned in place?                   | EDG  | Dave H | All underground utilities are to be removed completely unless specifically noted otherwise to remain.   | 1/11/2024 |
| 1.6                                  | 1/8/2024  | Zeuch Construction, LLC<br>Chris Zeuch<br>zeuchconstruction@gmail.com<br>P: 513.623.1091 | Abatement            | Is the floor tile and mastic that are listed in the asbestos survey to be removed prior to the demolition? | EDG  | Dave H | Yes. See Section 024116 - Structure Demolition.   | 1/11/2024 |
| 2.1                                  | 1/9/2024  | Evans Landscaping<br>Adam Rhoades<br>arhoades@evanslandscaping.com<br>P: 513.623.8014    | OEPA NPDES           | Has architect submitted the Ohio EPA NOI for the site?   | EDG  | Dave H | This will be applied for by the Owner and secured prior to starting work demolition work.   | 1/11/2024 |
| 2.2                                  | 1/9/2024  | Evans Landscaping<br>Adam Rhoades<br>arhoades@evanslandscaping.com<br>P: 513.623.8014    | Utilities Demolition | Are utilities required to be removed or can they be abandoned in place?                                    | EDG  | Dave H | All underground utilities are to be removed completely unless specifically noted otherwise to remain.   | 1/11/2024 |
| 2.3                                  | 1/9/2024  | Evans Landscaping<br>Adam Rhoades<br>arhoades@evanslandscaping.com<br>P: 513.623.8014    | Earthwork            | Can the gravel drives/paths be used as backfill for foundation voids?                                      | EDG  | Dave H | The suitability of on site soils and materials for use as fill will be determined by the project geotechnical engineer when earthwork commences.          | 1/11/2024 |
| 3.1                                  | 1/11/2024 | Evans Landscaping<br>Adam Rhoades<br>arhoades@evanslandscaping.com<br>P: 513.623.8014    | Freon Removal        | Is the freon removal part of abatement or demol-on scope?  | EDG  | Dave H | Refrigerant removal is the responsibility of the BP-4B Demolition contractor. See also Section 024116, Part 3.2, A.                                       | 1/11/2024 |
| <b>END OF BIDDERS' QUESTIONS LOG</b> |           |  |                      |  |      |        |   |           |

## SECTION 000130 - PROJECT INFORMATION SHEET

## PART 1 - GENERAL

## 1.1 DISCLAIMER

- A. The information presented in this project information sheet is for general overview purposes only. Consult the contract documents for further information. For any discrepancies between this sheet and information given elsewhere in the contract documents, the contract documents prevail.

## 1.2 SCHEDULE

- A. Bids Due by: T 01/30/2024 – 2:00 PM
- B. Electronic bids will be received by the Batavia Local School District, in conjunction with the Ohio Facilities Construction Commission via Bid Express (<https://bidexpress.com>).
- C. Project Target Dates:
1. Non-mandatory Pre-Bid Meeting: W 01/03/2024 – 3:30 PM
  2. Anticipated Notice to Proceed issued:
    - a. BP-4A – Old BMS Abatement: M 03/18/2024
    - b. BP-4B – Old BMS Demolition: M 06/17/2024
    - c. BP-4C – Combination of BP-4A and BP-4B: M 03/18/2024

## 1.3 BID PROCESS

- A. All questions to be directed to Elevar Design Group only, in writing, for the attention of David Hester. E-mail: [dhester@elevar.com](mailto:dhester@elevar.com)
- B. This is not a prevailing wage project.
- C. This is a tax-exempt project per Ohio Revised Code.
- D. A fully executed Bid Guarantee is required per Ohio Revised Code.

## 1.4 SUMMARY OF BID PACKAGES

- A. Current Bid Package (This Solicitation):
1. BP-4 – Abatement & Demolition: For the old Batavia Middle School, one bid price is being requested for each of the packages below:

Addendum 1

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- a. BP-4A – Old BMS Abatement
- b. BP-4B – Old BMS Demolition
- c. BP-4C – Combination of BP-4A and BP-4B.

## 1.5 WEB-BASED PROJECT MANAGEMENT SOFTWARE

- A. This project will be administered through the Contracting Authority's (State of Ohio) web-based project management software, which is currently the "OAKS CI" platform.
  1. Each building's project will be managed separately in OAKS.
- B. The Contractor shall use the State's web-based project management software for all compatible services required under this Contract. See also the General Conditions.
- C. All costs for the Contractor's use of the State's web-based project management software for the Project shall be included in the Contract Sum.
- D. All labor and overhead costs for using the web-based project software is the responsibility of the contractor. If the Contractor's staff is unfamiliar with the proper use of such software, the Contractor shall provide its staff for training without additional compensation.
  1. Exception: Licensing or usage fees for individuals to access the web-based project management software will be paid for by the State.

## 1.6 PERMITS

- A. Permits **will be** applied for, paid for, and secured by the A/E **and Owner** for the following:
  1. Zoning Approval, Demolition, Site/Grading Permit, **Ohio EPA NPDES NOI**.
- B. All other permits as well as all other applicable fees, all agency inspections and securing final certificates of completion/occupancy are the responsibility of the contractor.

END OF SECTION 000130

# Document 00 10 00 - Solicitation (General Contracting / Electronic Bid) State of Ohio Standard Requirements for Public Facility Construction

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Electronic bids will be received by:

Batavia Local School District, in conjunction with the Ohio Facilities Construction Commission  
<https://bidexpress.com>

for the following Project:

Bid Package No.4 consisting of ALL work for:

Project SFC-200455.05  
Old Batavia Middle School  
Abatement & Demolition  
800 Bauer Avenue, Batavia, Ohio 45103

Batavia Local School District  
Batavia, Clermont County

in accordance with the Contract Documents prepared by:

Elevar Design Group  
555 Carr Street – Cincinnati, Ohio 45203  
Phone: (513) 721-0600  
Fax: (513) 721-0611  
David Hester, Project Manager  
[dhester@elevar.com](mailto:dhester@elevar.com)  
[www.elevar.com](http://www.elevar.com)

In compliance with Section 153.08 of the Ohio Revised Code and Section 153:1-8-01 of the Ohio Administrative Code, Bids for this Project are being received, opened, and published through electronic means using the State’s electronic bidding service.

To access this Project through the electronic bidding service, you must first register at <https://bidexpress.com> by clicking on the “REGISTER FOR FREE” button and following the instructions. In order to bid, you must create and enable a digital ID within the service. This process requires the submission of notarized paperwork and may take up to five business days to complete. There are no fees to register, create and enable a digital ID, or to download bid documents. There is a small expense on a monthly or per bid basis to submit a bid. The electronic bidding service offers customer support that may be reached at 888.352.2439 or via email at [support@bidexpress.com](mailto:support@bidexpress.com).

Bidders may submit requests for consideration of a proposed Substitution for a specified product, equipment, or service to the Architect/Engineer (“A/E”) no later than 10 days prior to the bid opening. Additional products, equipment, and services may be accepted as approved Substitutions only by written Addendum.

From time to time, the Commission issues new editions of the “State of Ohio Standard Requirements for Public Facility Construction” and may issue interim changes. Bidders must submit Bids that comply with the version of the Standard Requirements included in the Contract Documents.

Prevailing Wage rates are NOT applicable to this project. Equal Employment Opportunity requirements are applicable to this Project.

This Project is subject to the State of Ohio’s Encouraging Diversity, Growth, and Equity (“EDGE”) Business Development Program. A Bidder is required to submit with its Bid and with its Bidder’s Qualifications form, certain information about the certified EDGE Business Enterprise(s) participating on the Project with the Bidder. Refer to **Section 6.1.10** of the **Instructions to Bidders**.

The EDGE Participation Goal for the Project is **5.0 percent**.

The percentage is determined by the contracted value of goods, services, materials, and labor that are provided by EDGE-certified business(es). The participation is calculated on the total amount of each awarded contract. For more information about EDGE, contact the Business Certification Compliance Manager at [Stacy.Cornett@development.ohio.gov](mailto:Stacy.Cornett@development.ohio.gov), or at 77 South High Street, 28<sup>th</sup> Floor, Columbus, Ohio 43215; or by telephone at (614) 728-0088.

The Bidder may be subject to a Pre-Award Affirmative Action Compliance Review in accordance with Section 123:2-5-01 of the Ohio Administrative Code including a review of the Bidder’s employment records and an on-site review.

Addendum 1

The Bidder must indicate on the electronic Bid Form, the locations where its services will be performed in the spaces provided or by attachment in accordance with the requirements of Executive Order 2019-12D related to providing services only within the United States and the requirements of Executive Order 2022-02D prohibiting purchases from or investment in any Russian institution or company. Failure to do so may cause the Bid to be rejected as non-responsive.

**DOMESTIC STEEL USE REQUIREMENTS AS SPECIFIED IN OHIO REVISED CODE SECTION 153.011 APPLY TO THIS PROJECT. COPIES OF OHIO REVISED CODE SECTION 153.011 CAN BE OBTAINED FROM ANY OF THE OFFICES OF THE OHIO FACILITIES CONSTRUCTION COMMISSION.**

Bidders are encouraged to be enrolled in and to be in good standing in a Drug-Free Safety Program (“DFSP”) approved by the Ohio Bureau of Workers' Compensation (“OBWC”) prior to submitting a Bid and provide, on the Electronic Bid Form with its Bid, certain information relative to their enrollment in such a program; and, if awarded a Contract, shall comply with other DFSP criteria described in **Section 1.6** of the **General Conditions**.

Electronic bids will be received for:

| <u>Trade</u>                                  | <u>Estimate</u> |
|---|-----------------|
| BP-4A Old BMS Abatement Base Bid.....         | \$100,500       |
| BP-4B Old BMS Demolition Base Bid .....       | \$419,500       |
| BP-4C Combination Bid (BP-4A and BP-4B) ..... | \$520,000       |

until **Tuesday, January 30, 2024, at 2:00 p.m.**, when all Bids will be electronically opened. Bid tabulations will be posted no later than 5:00 p.m. on the day Bids are opened.

All Bidders are strongly encouraged to attend the non-mandatory Pre-Bid Meeting on Wednesday, January 3, 2024, at 3:30 p.m. to 4:30 p.m., at the following location:

Old Batavia Middle School Media Center, 800 Bauer Avenue, Batavia, Ohio 45103.

The Contractor is responsible for scheduling the Project, coordinating the Subcontractors, and providing other services identified in the Contract Documents.

Hard copies of the Contract Documents are available for non-refundable purchase from Key Blue Prints, Inc., 411 Elliot Ave., Cincinnati, Ohio 45215, P: (513) 821-2111, [keycin@keycompanies.com](mailto:keycin@keycompanies.com).

The Contract Documents may be downloaded as electronic PDF files from the State’s electronic bidding service at <https://bidexpress.com> at no charge.

**END OF DOCUMENT**

**Document 00 41 19 - Bid Form (General Contract - Multiple Packages / eBid)  
State of Ohio Standard Requirements for Public Facility Construction**

**THIS SAMPLE BID FORM IS PROVIDED WITH THE PROJECT  
MANUAL AS A PLACEHOLDER ONLY – SUBMIT YOUR BID USING  
THE ELECTRONIC BID FORM ON [HTTPS://BIDEXPRESS.COM](https://bidexpress.com)**

| <p>▣ General Info</p>  | Alt Total:  | Bid Total: |
|--|---|------------|
| <p><b>Deadline</b><br/>01/30/2024 02:00 PM EST</p> <p><b>Advertised</b><br/>12/19/2023, 12/26/2023, 1/2/2024</p> <p><b>Number</b><br/>SFC-200455.05</p> <p><b>Business Name</b><br/>Batavia Local School District<br/>800 Bauer Road<br/>Batavia, OH 45103<br/>(513)732-2343<br/><a href="http://www.bataviaschools.org">http://www.bataviaschools.org</a></p> <p>-in conjunction with-</p> <p>Ohio Facilities Construction Commission<br/>30 West Spring Street, 4th Floor<br/>Columbus, Ohio 43215<br/>(614)466-6290<br/><a href="http://ofcc.ohio.gov">http://ofcc.ohio.gov</a></p> | <p><b>Description</b><br/>Old Batavia Middle School<br/>Bid Package No.4 – Abatement &amp; Demolition</p> |            |

▣ Procurement Documents

«insert Public Bid Advertisement file name»  
→ Public Bid Advertisement

«insert Solicitation file name»  
→ Notice to Bidders

«insert Project Manual file name»  
→ Procurement & Contracting Requirements and Specifications

«insert Drawings file name»  
→ Plans, elevations, sections, details, and schedules

«4» Attachments

▣ Contract Times and Addenda

Contract Times

The time for Substantial Completion of all Work is:

**BP-4A - Old BMS Abatement Contract: 89 consecutive days from the Notice to Proceed.**

**BP-4B - Old BMS Demolition Contract: 145 consecutive days from the Notice to Proceed.**

**BP-4C - Combination Bid (BP-4A & BP-4B) Contract: 236 consecutive days from the Notice to Proceed.**

Addendum 1

| Acknowledgement of receipt of Addenda |                                  |                                  |                                  |
|---------------------------------------|----------------------------------|----------------------------------|----------------------------------|
| <b>Date Addendum #1 Received</b>      | <b>Date Addendum #2 Received</b> | <b>Date Addendum #3 Received</b> | <b>Date Addendum #4 Received</b> |
|                                       |                                  |                                  |                                  |

**■ Instructions for Entering Bid Amounts (General Contracting - Multiple Packages)**

**Bid Packages and Combination Bids**  
 To select a Scope of Work below for bidding and keep the data entry fields in the associated Bid Package or Combination Bid available, DO NOT check the box next to the statement in blue that reads "(!) Optional Component: I am NOT bidding on ..." Refer to the Summary of Work in Division 01 of the Specifications for the scope of each Bid Package. Combination Bids for related Bid Packages and a Combination Bid for ALL Bid Packages are provided. If a Bidder wants to Bid on a combination of Bid Packages that has NOT been provided, submit a request to the Contracting Authority not less than 10 days prior to the Bid Deadline.

**Base Bid**  
 For each Bid Package selected for bidding, enter the amount of the Base Bid for ALL LABOR AND MATERIALS to complete the associated scope of Work. INCLUDE THE AMOUNT OF EACH ASSOCIATED ALLOWANCE (if applicable) AND THE SUBTOTAL OF UNIT PRICE EXTENSIONS (if applicable) for the Bid Package IN THE BASE BID AMOUNT. FAILURE TO INCLUDE ALLOWANCES OR UNIT PRICE EXTENSIONS IN THE BASE BID IS THE RESPONSIBILITY OF THE BIDDER AND WILL NOT BE SUFFICIENT REASON FOR ADJUSTMENT OF BID AMOUNTS AFTER THE BID DEADLINE. DO NOT include Alternates (if applicable) in the Base Bid amount.

**Alternates**  
 For each Bid Package selected for bidding, enter the amount of each and every Alternate to ADD TO or DEDUCT FROM the Base Bid for the associated Bid Package. Indicate amounts to DEDUCT FROM the Base Bid by entering a minus sign (-) before the amount entered. DO NOT INCLUDE ALTERNATE AMOUNT(S) IN THE ASSOCIATED BASE BID.

The Bidder has read and understands these instructions.\*

**■ Bid Package 4A – Old BMS Abatement**

| Item  | Description             | Quantity                | Unit Price* | Unit of Measure | Extension |
|---|-------------------------|-------------------------|-------------|-----------------|-----------|
| <b>!</b> Optional Component: I am NOT bidding on the Bid Package 4A – Old BMS Abatement Contract <input type="checkbox"/> |                         |                         |             |                 |           |
| <b>!</b> Alternates are not included in bid total.  |                         |                         |             |                 |           |
| Base Bid  | All Labor and Materials | 1.0                     | _____       | Lump Sum        |           |
| <b>1 Items</b>  |                         | <b>Alternate Total:</b> |             | <b>Total:</b>   |           |

**■ Bid Package 4B – Old BMS Demolition**

| Item   | Description | Quantity | Unit Price* | Unit of Measure | Extension |
|--|-------------|----------|-------------|-----------------|-----------|
| <b>!</b> Optional Component: I am NOT bidding on the Bid Package 4B – Old BMS Demolition Contract <input type="checkbox"/> |             |          |             |                 |           |
| <b>!</b> Alternates are not included in bid total.   |             |          |             |                 |           |

Addendum 1

|               |                         |                         |       |               |
|---------------|-------------------------|-------------------------|-------|---------------|
| Base Bid      | All Labor and Materials | 1.0                     | _____ | Lump Sum      |
| <b>1 Item</b> |                         | <b>Alternate Total:</b> |       | <b>Total:</b> |

▣ Bid Package 4C – Combination Bid  
 (BP-4A and BP-4B)

| Item   | Description             | Quantity                | Unit Price* | Unit of Measure | Extension |
|--|-------------------------|-------------------------|-------------|-----------------|-----------|
| <p><b>!</b> Optional Component: I am NOT bidding on the Bid Package 4C – Combination Bid (BP-4A &amp; BP-4B) Contract <input type="checkbox"/></p> <p><b>!</b> Alternates are not included in bid total.</p> |                         |                         |             |                 |           |
| Base Bid   | All Labor and Materials | 1.0                     | _____       | Lump Sum        |           |
| <b>1 Items</b>   |                         | <b>Alternate Total:</b> |             | <b>Total:</b>   |           |

▣ Bidder Affirmation and Disclosure

The Bidder acknowledges that by submitting its Bid, the Bidder has read and understands the applicable Executive Orders regarding the prohibitions of performance of offshore services, locating State data offshore in any way, or purchasing from Russian institutions or companies. If awarded a Contract, the Bidder will become the Contractor and affirms that both the Contractor and its Subcontractors shall perform no services requested under this Contract outside of the United States.

The Bidder shall provide the locations where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information as part of its Bid may cause the Bidder to be deemed non-responsive and no further consideration will be given to its Bid. If the Bidder will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal business location of Contractor:

|                            |                              |
|----------------------------|------------------------------|
| <b>Contractor Address*</b> | <b>City, State, and Zip*</b> |
| <input type="text"/>       | <input type="text"/>         |

Name / Principal business location of Subcontractor(s), if known at time of Bid deadline: +

|                            |                                       |
|----------------------------|---------------------------------------|
| <b>Subcontractor Name*</b> | <b>Address, City, State, and Zip*</b> |
| <input type="text"/>       | <input type="text"/>                  |

2. Location(s) where services will be performed by Contractor (Project Sites): +

|                      |                                       |
|----------------------|---------------------------------------|
| <b>Name*</b>         | <b>Address, City, State, and Zip*</b> |
| <input type="text"/> | <input type="text"/>                  |

Name(s) / Location(s) where services will be performed by Subcontractors (Project Sites): +

|                           |                                      |
|---------------------------|--------------------------------------|
| <b>Subcontractor Name</b> | <b>Address, City, State, and Zip</b> |
| <input type="text"/>      | <input type="text"/>                 |

3. Location(s) where State data will be located by Contractor: +

|                      |                              |
|----------------------|------------------------------|
| <b>Address*</b>      | <b>City, State, and Zip*</b> |
| <input type="text"/> | <input type="text"/>         |

Addendum 1

Location(s) where State data will be located by Subcontractor(s), if known at time of Bid deadline:

**Subcontractor Name**

**Address, City, State, and Zip**

Bidder also affirms, understands and agrees that the Contractor and its Subcontractors are under a duty to disclose to the State any change or shift in location of services performed by the Contractor or its Subcontractors before, during and after execution of any Contract with the State. Bidder agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Bidder, I acknowledge that I am duly authorized to execute this electronic Bid Form including this Bidder Affirmation and Disclosure form and have read and understand that this form is a part of any Contract that Bidder may enter into with the State and is incorporated therein.

**EDGE Program Commitment to Participate**

Option A

The Bidder commits to meet or exceed the advertised EDGE Participation Goal of the Contract award amount, calculated as a portion of the Base Bid plus all accepted Alternates, by using EDGE-certified Business(es).

The Bidder agrees that if selected for consideration of the Contract, it shall provide (if not provided with the Bidder's Bid) to the Contracting Authority, at the location required and within 3 business days after receiving notice from the Contracting Authority, its fully completed Bidder's Qualification Form, including an EDGE Affidavit form for each EDGE-certified Business proposed for use by the Bidder if awarded the Contract for this Project.

Option B (indicate percentage of participation below)

The Bidder declares that it does not meet the advertised EDGE Participation Goal percentage, but, if awarded the Contract for this Project, commits to provide the percentage of the Contract award amount, indicated above, calculated as a portion of the Base Bid plus all accepted Alternates, by using EDGE-certified Business(es).

The Bidder acknowledges it understands the requirement for it to provide and agrees to provide to the Contracting Authority, if selected for consideration of the Contract, within 3 business days after notice from the Contracting Authority, a detailed Demonstration of Good Faith form describing its efforts undertaken prior to submitting its Bid to meet the advertised EDGE Participation Goal percentage for the Contract for this Project.

The Bidder commits to provide to the Contracting Authority at the location required, and within 3 days after receiving notice from the Contracting Authority, its fully completed Bidder's Qualifications Form, including an EDGE Affidavit form for each EDGE-certified Business proposed for use by the Bidder if awarded the Contract for this Project.

Option C

The Bidder declares that the Bidder is an EDGE-certified Business and that if awarded this Contract, the EDGE Participation percentage will be 100 percent of the Contract award amount.

Select EDGE option above\*

Choices...

If option B selected, enter percentage

**Certifications (Non-Prevailing Wage)**

1. The Bidder has read and understands the proposed Contract Documents and agrees to comply with all requirements of the proposed Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder, which might indicate a contrary intention.

## Addendum 1

2. The Bidder represents that the Bid is based upon the Basis of Design and Acceptable Components specified by the proposed Contract Documents.
3. The Bidder has visited the Site, become familiar with local conditions, and has correlated personal observations about the requirements of the proposed Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the proposed Contract Documents.
4. The Bidder understands that the execution of the Project will require sequential, coordinated, and interrelated operations, which may involve interference, disruption, hindrance, or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract Sum, as amended from time to time, shall cover all amounts due from the State resulting from interference, disruption, hindrance, or delay that is not caused by the State or its agents and employees. The Bidder agrees that any such interference, disruption, hindrance, or delay is within the contemplation of the Bidder and the State and that the Contractor's sole remedy from the State for any such interference, disruption, hindrance, or delay shall be an extension of time in accordance with the proposed Contract Documents.
5. During the performance of the Contract, the Bidder agrees to comply with Ohio Administrative Code ("OAC") Chapters 123:2-3 through 123:2-9 and agrees to incorporate the monthly reporting provisions of OAC Section 123:2-9-01 into all subcontracts on the Project, regardless of tier. The Bidder understands the State's Equal Opportunity Coordinator or the Contracting Authority may conduct pre-award and post-award compliance reviews to determine if the Bidder maintains nondiscriminatory employment practices, maintains an affirmative action program, and is exerting good faith efforts to accomplish the goals of the affirmative action program. For a full statement of the rules regarding Equal Employment Opportunity in the Construction Industry, see OAC Chapters 123:2-1 through 123:2-9.
6. The Bidder and each Person submitting a Bid on behalf of the Bidder certifies, and in the case of a Bid by a joint venture each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices, and any Alternate bid in the Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices, or Alternate bid; (c) no attempt has been made or shall be made by the Bidder to induce any other Person to submit or not to submit a Bid for the purpose of restricting competition.
7. The Bidder shall execute the Agreement with the Contracting Authority, if a Contract is awarded on the basis of this Bid, and if the Bidder does not execute the Agreement for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the State as provided in Article 5 of the Instructions to Bidders.
8. The Bidder certifies that the upon the award of a Contract, as the Contractor it shall make a good faith effort to ensure that all of the Contractor's employees, while working on the Site, shall not purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder acknowledges that it read all of the Instructions to Bidders, and in particular, Section 2.10 - Submittals With Bid Form, and by submitting its Bid certifies that it has read the Instructions to Bidders and it understands and agrees to the terms and conditions stated in them.
10. The Bidder agrees to furnish any information requested by the Contracting Authority or Architect/Engineer, or Construction Manager if applicable, to evaluate the responsibility of the Bidder.
11. The Bidder agrees to furnish the submittals required by Section 6.1 of the Instructions to Bidders for execution of the Agreement within 10 days of the date of the Notice of Intent to Award.
12. When the Bidder is a corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall enter the legal name of the Bidder and the name of the officer, partner or principal of the Bidder (in lieu of signing the Bid Form) in the data fields provided.
13. When the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall enter the legal name of the applicable member and the name of the officer, partner or principal (in lieu of signing the Bid Form) in the data fields provided.
14. The Bidder represents that the individual that is submitting and digitally signing the electronic Bid is legally authorized to do so.
15. Bidder acknowledges that by the act of submitting an electronic Bid that it is digitally signing the actual Bid, which shall serve as the Bidder's authorization for the further consideration and activity in the bidding and contract process.
- The Bidder hereby acknowledges that the above representations in this Bid are material and not mere recitals.\*

■ Procurement Forms

Addendum 1

|  |
|--|
| <p><a href="#">Document 00 43 13 - Bid Security Form</a><br/>                 → Upload below and provide original document within 3 days</p> |
| <p><a href="#">Document 00 45 13 - Bidder's Qualifications</a><br/>                 → Upload below or provide within 3 days of request</p>   |
| <p><a href="#">Document 00 45 39 - EDGE Affidavit</a><br/>                 → Upload below or provide within 3 days of request</p>            |
| <p>3 Attachments</p>   |

**■ Instructions for Providing Bid Submittals**

**Submission of Electronic Facsimile of Bid Guaranty with Electronic Bid**  
 The Bidder SHALL UPLOAD and ATTACH TO ITS BID an ELECTRONIC FACSIMILE (scanned PDF document) OF ITS BID GUARANTY, payable to the Contracting Authority, in the form of either: (1) the signed and sealed Document 00 43 13 - "Bid Security Form" contained in the Contract Documents (and provided for the Bidder's convenience in the block above) for the amount of the Base Bid plus all additive Alternates; or (2) a certified check, cashier's check, or letter of credit, for 10 percent of the Base Bid, plus all additive Alternates – a letter of credit shall expressly provide that it is revocable only by the Contracting Authority. Refer to Sections 2.10.1.1 and 5.1 of Document 00 21 13 - "Instructions to Bidders."

**Submission of Original Bid Guaranty**  
 In addition to the Electronic Facsimile above, the Bidder SHALL DELIVER ITS ORIGINAL UNALTERED BID GUARANTY to the Project Coordinator at the address identified below WITHIN 3 BUSINESS DAYS AFTER THE BID DEADLINE as provided in Ohio Administrative Code Section 153:1-8-01(H). THIS REQUIREMENT APPLIES TO ALL BIDDERS. Refer to Section 2.10.1.2 of the Instructions to Bidders.

[Katie Offenburger, Project Coordinator](#)  
[Ohio Facilities Construction Commission](#)  
[30 West Spring Street, 4<sup>th</sup> Floor](#)  
[Columbus, OH 43215](#)

**Non-responsive Bid for Failure to Submit Bid Guaranty**  
 Each Bidder MUST SUBMIT BOTH THE ELECTRONIC FACSIMILE AND THE ORIGINAL UNALTERED BID GUARANTY as described above. The Contracting Authority SHALL REJECT A BID AS NON-RESPONSIVE if the Bidder fails to submit BOTH elements of the Bid Guaranty. The checkboxes below are to identify that you have uploaded the other form of Bid Guaranty. DO NOT CHECK ALL BOXES. Refer to Section 2.10.1 of the Instructions to Bidders.

**Submission of Bidder's Qualifications and EDGE Affidavit**  
 The Bidder is encouraged to submit background information with its Bid using Document 00 45 13 - "Bidder's Qualifications" and Document 00 45 39 - "EDGE Affidavit" with the EDGE-certified Business(es) the Bidder proposes to use on the Project (forms provided for the Bidder's convenience in the block above). If the Bidder does not submit the Bidder's Qualifications form and/or the EDGE Affidavit form and related information attached to the electronic Bid Form, the Bidder shall provide it within 3 days of request. Refer to Sections 2.10.3 and 3.5.4 of the Instructions to Bidders.

**■ Required Bid Guaranty Upload**

| Name  | File*  |
|---|--|
| <p>Document 00 43 13 - Bid Security Form<br/>                     → Upload a scan of the fully executed Bid Security Form AND submit the original document to the Contracting Authority within 3 days of the bid deadline</p> | <p><a href="#">Select file...</a> no file selected</p> <p><input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Bidder submitted a Cashier's check below)</p>   |
| <p>Power of Attorney<br/>                     → Upload a scan of the fully executed Power of Attorney AND submit the original document to the Contracting Authority within 3 days of the bid deadline</p>                     | <p><a href="#">Select file...</a> no file selected</p> <p><input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Bidder submitted a Cashier's check below OR included with the Bid Security Form upload above)</p> |

Addendum 1

|   |  |
|---|--|
| Cashier's Check for 10% of the Bid<br>→ Upload a scan of the Cashier's Check AND submit the original check to the Contracting Authority within 3 days of the bid deadline | <input type="button" value="Select file..."/> no file selected<br><br><input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Bidder submitted the Bid Security Form AND Power of Attorney above) |
| 3 Required Documents  |  |

| Bidder's Qualifications and EDGE Affidavit Upload  |   |
|--|---|
| Name   | File*   |
| Document 00 45 13 - Bidder's Qualifications<br>→ Upload fully completed form and attachments | <input type="button" value="Select file..."/> no file selected<br><br><input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Must be submitted to the Contracting Authority within 3 days of request) |
| Document 00 45 39 - EDGE Affidavit<br>→ Upload a completed form for each EDGE business       | <input type="button" value="Select file..."/> no file selected<br><br><input type="checkbox"/> I am NOT enclosing this document because the <a href="#">omission terms</a> have been met. (Must be submitted to the Contracting Authority within 3 days of request) |
| 2 Required Documents   |   |

| Bidder Signatory Information  |  |
|---|--|
| <div style="border: 1px solid gray; padding: 2px; display: inline-block;">Bidder Signatory</div>                          |  |
| <b>Name of Bidder's Authorized Signatory:*</b>  | <b>Title of Authorized Signatory:*</b>                           |
| <input style="width: 95%;" type="text"/>  | <input style="width: 95%;" type="text"/>                         |
| <b>All Bidders complete all information in this form. Duplicate and complete the block below for each Joint Venturer:</b> |  |
| <div style="border: 1px solid gray; padding: 2px; display: inline-block;">Bidder Information</div>                        |  |
| <b>Business Name:*</b>  |  |
| <input style="width: 98%;" type="text"/>  |  |
| <b>Business Mailing Address, City, State, Zip:*</b>   |  |
| <input style="width: 98%;" type="text"/>  |  |
| <b>Telephone Number:*</b>   | <b>Facsimile Number:</b>   |
| <input style="width: 95%;" type="text"/>  | <input style="width: 95%;" type="text"/>                         |
| <b>Federal Tax ID Number:*</b>  | <b>State of Incorporation (if applicable):</b>                   |
| <input style="width: 95%;" type="text"/>  | <input style="width: 95%;" type="text"/>                         |
| <b>Contact person for Contract processing:*</b>   | <b>Date enrolled in an OBWC-approved DFSP (month/date/year):</b> |
| <input style="width: 95%;" type="text"/>  | <input style="width: 95%;" type="text"/>                         |
| <b>President or Chief Executive Officer's Name:*</b>  | <b>President or Chief Executive Officer's Title:*</b>            |
| <input style="width: 95%;" type="text"/>  | <input style="width: 95%;" type="text"/>                         |

**END OF DOCUMENT**

# Document 00 52 00 - Agreement Form (K-12 School Project)

## State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the President and Treasurer of the School District Board, and the Contractor in connection with the Project.

**Project Number:** SFC-200455.05  
**Project Name:** Old Batavia Middle School  
 BP-4 Abatement & Demolition  
**Site Address:** 800 Bauer Avenue  
 Batavia, Clermont County, Ohio 45103

**School District Board (“Owner”):** Batavia Local School District  
**Owner’s Representative:** Keith Millard, Superintendent  
**Address:** 800 Bauer Road  
 Batavia, Ohio 45103

**Contracting Authority:** The School District Board above in conjunction with the  
**Ohio Facilities Construction Commission**  
**Project Manager:** Paul Motylinski, PE  
**Address:** 30 West Spring Street, 4th Floor  
 Columbus, Ohio 43215

**Contractor:** <insert name>  
**Contractor’s Principal Contact:** <insert name>  
**Address:** <insert street address>  
 <insert city, state zip code>

**Architect/Engineer (“A/E”):** Elevar Design Group  
**A/E’s Principal Contact:** David Hester, Project Manager  
**Address:** 555 Carr Street  
 Cincinnati, Ohio 45203

### ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract for Bid Package 4A – Abatement.
- 1.2 The project delivery method for this Project shall be General Contracting.
- 1.3 The Contractor shall contract with EDGE-certified Business(es) for not less than <insert Contractor’s EDGE commitment> percent of the Contract Sum.

### ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor’s proper, timely, and complete performance of the Contract. The Contract Sum is \$<insert amount>, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

2.1.1 Base Bid: .....\$<Insert Base Bid Amount>

### ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

| Construction Stage Milestone(s)<br>to which Liquidated Damages apply | Contract Time | Projected Date<br>(as of the date of<br>this Agreement) |
|--|---------------|---|
| Notice to Proceed (anticipated)                                      |               | 03/18/2024  |
| Substantial Completion of all Work                                   | 89 days       | 06/14/2024  |

Addendum 1

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**3.1.1** The projected dates listed under “Projected Date (as of the date of this Agreement)” are provided only for convenient reference during consideration of the Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

#### ARTICLE 4 - KEY PERSONNEL

**4.1** The Contractor’s key personnel for the Project are:

**4.1.1** «insert name», Project Manager;

**4.1.2** «insert name», General Superintendent.

**4.2** The Contractor’s key personnel are authorized to act on the Contractor’s behalf with respect to the Project and all matters concerning the Project.

#### ARTICLE 5 - GENERAL PROVISIONS

##### **5.1** Effectiveness.

**5.1.1** It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Treasurer of the School District first certifies that there is a balance in the School District's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.

**5.1.2** Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the School District Board, Contractor, subject to approval of the Commission.

**5.1.2.1** If the Contractor is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

**5.1.2.2** If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

**5.1.3** This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

##### **5.2** Representations.

**5.2.1** The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

**5.2.2** The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

**5.2.3** The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

**5.2.4** The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

Addendum 1

**5.2.5** The Contractor affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

**5.2.6** During the performance of this Contract, if the Contractor changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Bid Form**), the Contractor must complete and submit a revised **Affirmation and Disclosure Form**.

**5.2.7** Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

**ARTICLE 6 - Enumeration of Documents**

**6.1** The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions, General Conditions**, Supplementary Conditions if any, **Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT CONTRACTOR'S NAME»

STATE OF OHIO, BY AND THROUGH THE  
SCHOOL DISTRICT BOARD

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

School District Board President

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

School District Board Treasurer

\_\_\_\_\_  
*Date*

**TREASURER'S CERTIFICATION**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the «insert name» School District** under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the **«insert name» School District** or are in the process of collection to an appropriate fund, free from any previous encumbrance.

---

*Signature*

---

*Printed Name*

School District Board Treasurer

**APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION**

---

Cheryl J. Lyman

Executive Director

**END OF DOCUMENT**

# Document 00 52 00 - Agreement Form (K-12 School Project)

## State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the President and Treasurer of the School District Board, and the Contractor in connection with the Project.

**Project Number:** SFC-200455.05  
**Project Name:** Old Batavia Middle School  
 BP-4 Abatement & Demolition  
**Site Address:** 800 Bauer Avenue  
 Batavia, Clermont County, Ohio 45103

**School District Board (“Owner”):** Batavia Local School District  
**Owner’s Representative:** Keith Millard, Superintendent  
**Address:** 800 Bauer Road  
 Batavia, Ohio 45103

**Contracting Authority:** The School District Board above in conjunction with the  
**Ohio Facilities Construction Commission**  
**Project Manager:** Paul Motylinski, PE  
**Address:** 30 West Spring Street, 4th Floor  
 Columbus, Ohio 43215

**Contractor:** <insert name>  
**Contractor’s Principal Contact:** <insert name>  
**Address:** <insert street address>  
 <insert city, state zip code>

**Architect/Engineer (“A/E”):** Elevar Design Group  
**A/E’s Principal Contact:** David Hester, Project Manager  
**Address:** 555 Carr Street  
 Cincinnati, Ohio 45203

### ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract for Bid Package 4B – Demolition.
- 1.2 The project delivery method for this Project shall be General Contracting.
- 1.3 The Contractor shall contract with EDGE-certified Business(es) for not less than <insert Contractor’s EDGE commitment> percent of the Contract Sum.

### ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor’s proper, timely, and complete performance of the Contract. The Contract Sum is \$<insert amount>, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

2.1.1 Base Bid: .....\$<Insert Base Bid Amount>

### ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

| Construction Stage Milestone(s)<br>to which Liquidated Damages apply | Contract Time | Projected Date<br>(as of the date of<br>this Agreement) |
|--|---------------|---|
| Notice to Proceed (anticipated)                                      |               | 06/17/2024  |
| Substantial Completion of all Work                                   | 145 days      | 11/08/2024  |

Addendum 1

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**3.1.1** The projected dates listed under “Projected Date (as of the date of this Agreement)” are provided only for convenient reference during consideration of the Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

#### ARTICLE 4 - KEY PERSONNEL

**4.1** The Contractor’s key personnel for the Project are:

**4.1.1** «insert name», Project Manager;

**4.1.2** «insert name», General Superintendent.

**4.2** The Contractor’s key personnel are authorized to act on the Contractor’s behalf with respect to the Project and all matters concerning the Project.

#### ARTICLE 5 - GENERAL PROVISIONS

##### **5.1** Effectiveness.

**5.1.1** It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Treasurer of the School District first certifies that there is a balance in the School District's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.

**5.1.2** Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the School District Board, Contractor, subject to approval of the Commission.

**5.1.2.1** If the Contractor is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

**5.1.2.2** If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

**5.1.3** This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

##### **5.2** Representations.

**5.2.1** The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

**5.2.2** The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

**5.2.3** The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

**5.2.4** The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

Addendum 1

**5.2.5** The Contractor affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

**5.2.6** During the performance of this Contract, if the Contractor changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Bid Form**), the Contractor must complete and submit a revised **Affirmation and Disclosure Form**.

**5.2.7** Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

**ARTICLE 6 - Enumeration of Documents**

**6.1** The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions, General Conditions**, Supplementary Conditions if any, **Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT CONTRACTOR’S NAME»

STATE OF OHIO, BY AND THROUGH THE  
SCHOOL DISTRICT BOARD

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

School District Board President

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

School District Board Treasurer

\_\_\_\_\_  
*Date*

**TREASURER’S CERTIFICATION**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the «insert name» School District** under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the **«insert name» School District** or are in the process of collection to an appropriate fund, free from any previous encumbrance.

---

*Signature*

---

*Printed Name*

School District Board Treasurer

**APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION**

---

Cheryl J. Lyman

Executive Director

**END OF DOCUMENT**

# Document 00 52 00 - Agreement Form (K-12 School Project)

## State of Ohio Standard Requirements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the President and Treasurer of the School District Board, and the Contractor in connection with the Project.

**Project Number:** SFC-200455.05  
**Project Name:** Old Batavia Middle School  
 BP-4 Abatement & Demolition  
**Site Address:** 800 Bauer Avenue  
 Batavia, Clermont County, Ohio 45103

**School District Board (“Owner”):** Batavia Local School District  
**Owner’s Representative:** Keith Millard, Superintendent  
**Address:** 800 Bauer Road  
 Batavia, Ohio 45103

**Contracting Authority:** The School District Board above in conjunction with the  
**Ohio Facilities Construction Commission**  
**Project Manager:** Paul Motylinski, PE  
**Address:** 30 West Spring Street, 4th Floor  
 Columbus, Ohio 43215

**Contractor:** <insert name>  
**Contractor’s Principal Contact:** <insert name>  
**Address:** <insert street address>  
 <insert city, state zip code>

**Architect/Engineer (“A/E”):** Elevar Design Group  
**A/E’s Principal Contact:** David Hester, Project Manager  
**Address:** 555 Carr Street  
 Cincinnati, Ohio 45203

### ARTICLE 1 - SCOPE OF WORK; EDGE COMMITMENT

- 1.1 The Contractor shall perform and provide all of the Work described in the Contract (Bid Package 4C – Demolition).
- 1.2 The project delivery method for this Project shall be General Contracting.
- 1.3 The Contractor shall contract with EDGE-certified Business(es) for not less than <insert Contractor’s EDGE commitment> percent of the Contract Sum.

### ARTICLE 2 - COMPENSATION

2.1 The Owner shall pay the Contractor the Contract Sum for the Contractor’s proper, timely, and complete performance of the Contract. The Contract Sum is \$<insert amount>, subject to Modifications as provided in the Contract Documents. The Contract Sum is comprised of the following:

2.1.1 Base Bid: .....\$<Insert Base Bid Amount>

### ARTICLE 3 - CONTRACT TIMES

3.1 The Contract Times are the periods established in the following table for the achievement of the associated Milestones:

| Construction Stage Milestone(s)<br>to which Liquidated Damages apply | Contract Time | Projected Date<br>(as of the date of<br>this Agreement) |
|--|---------------|---|
| Notice to Proceed (anticipated)                                      |               | 03/18/2024  |
| Substantial Completion of all Work                                   | 236 days      | 11/08/2024  |

Addendum 1

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**3.1.1** The projected dates listed under “Projected Date (as of the date of this Agreement)” are provided only for convenient reference during consideration of the Agreement. The durations listed under “Contract Time” define the Contract Times and take precedence over the projected dates.

#### ARTICLE 4 - KEY PERSONNEL

**4.1** The Contractor’s key personnel for the Project are:

**4.1.1** «insert name», Project Manager;

**4.1.2** «insert name», General Superintendent.

**4.2** The Contractor’s key personnel are authorized to act on the Contractor’s behalf with respect to the Project and all matters concerning the Project.

#### ARTICLE 5 - GENERAL PROVISIONS

##### **5.1** Effectiveness.

**5.1.1** It is expressly understood by the Contractor that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Treasurer of the School District first certifies that there is a balance in the School District's treasury or are in the process of collection to an appropriate fund, free from any previous encumbrance.

**5.1.2** Subject to **Section 5.1.1**, the Contract shall become binding and effective upon execution by the School District Board, Contractor, subject to approval of the Commission.

**5.1.2.1** If the Contractor is a joint venture, **(1)** each individual joint venturer shall **(a)** sign the Agreement in its own name and **(b)** be a party to the Contract, and **(2)** the Contract and the Performance and Payment Bond shall be binding on and apply to all joint venturers jointly and severally.

**5.1.2.2** If the Contractor is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to **(1)** sign the Agreement in its own name and **(2)** be a party to the Contract. In that case, the Contract and the Performance and Payment Bond shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

**5.1.3** This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

##### **5.2** Representations.

**5.2.1** The Contractor represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Contract is void, and the Contractor shall immediately repay to the Owner any funds paid under this Contract.

**5.2.2** The Contractor hereby certifies that neither the Contractor nor any of the Contractor’s partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

**5.2.3** The Contractor, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

**5.2.4** The Contractor affirms to have read and understands Executive Order 2019-12D and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Contract.

Addendum 1

**5.2.5** The Contractor affirms to have read and understands Executive Order 2022-02D regarding the prohibition of purchases from or investment in a Russian institution or company and shall abide by those requirements in the performance of this Contract. Notwithstanding any other terms of this Contract, the State reserves the right to recover any funds paid to the Contractor for purchases or investments in a Russian institution or company in violation of this paragraph. The provisions of this paragraph will expire when the applicable Executive Order is no longer effective.

**5.2.6** During the performance of this Contract, if the Contractor changes the location(s) disclosed on the **Affirmation and Disclosure Form** (a page in its **Bid Form**), the Contractor must complete and submit a revised **Affirmation and Disclosure Form**.

**5.2.7** Pursuant to ORC Section 9.76(B), the Contractor warrants that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Contract.

**ARTICLE 6 - Enumeration of Documents**

**6.1** The Contract Documents constitute the substance of the Contract, and include this Agreement, Drawings, Specifications, Addenda if any, **Contracting Definitions, General Conditions**, Supplementary Conditions if any, **Bid Form, Wage Rate Requirements, Bid Guaranty and Contract Bond or Performance and Payment Bond**, and Change Orders if any.

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT CONTRACTOR’S NAME»

STATE OF OHIO, BY AND THROUGH THE  
SCHOOL DISTRICT BOARD

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

School District Board President

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

School District Board Treasurer

\_\_\_\_\_  
*Date*

**TREASURER’S CERTIFICATION**

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the **Board of Education of the «insert name» School District** under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the **«insert name» School District** or are in the process of collection to an appropriate fund, free from any previous encumbrance.

---

*Signature*

---

*Printed Name*

School District Board Treasurer

**APPROVAL OF THE OHIO FACILITIES CONSTRUCTION COMMISSION**

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Cheryl J. Lyman

Executive Director

**END OF DOCUMENT**

## SECTION 011000 - SUMMARY

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Section Includes:

1. Project information.
2. Work covered by Contract Documents.
3. Access to site.
4. Coordination with occupants.
5. Work restrictions.
6. Specification and Drawing conventions.

## 1.2 PROJECT INFORMATION

## A. Project Identification: Project SFC-200455.05: BP-4 Old Batavia Middle School Abatement &amp; Demolition.

1. Project Location: 800 Bauer Ave, Batavia, OH 45103.

## B. Owner: Batavia Local School District, 800 Bauer Avenue, Batavia, OH 45103.

1. Owner's Representative: Keith Millard.

## C. Architect: Elevar Design Group, 555 Carr Street, Cincinnati, OH 45203.

1. Project Manager: David Hester.

## D. Contracting Authority: Ohio Facilities Construction Commission (OFCC).

1. Project Manager: Paul Motylinski, PE.

## E. Owner Agent: Megen Construction.

1. Owner Agent Contact: Jeff Williams.

## F. Web-Based Project Software: Project software (OAKS-CI) administered by the OFCC will be used for purposes of managing communication and documents during the construction stage.

1. See Section 013100 "Project Management and Coordination." for requirements for using web-based Project software.

Addendum 1

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## 1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

1. This project is for the abatement and demolition of the former Batavia Middle School campus, including all buildings and structures, site improvements and pavements, and site restoration after demolition is completed.

B. Type of Contract:

1. Project will be constructed under coordinated, concurrent multiple contracts. Contracts for this Project include the following:

a. BID PACKAGE No.4 – OLD BMS ABATEMENT & DEMOLITION

1) The BP-4A – Old BMS Abatement contractor is to provide:

- a) All sections of Specifications Div-0 to Div-1.
- b) 028200 Hazardous Materials Abatement.
- c) All abatement work indicated in the drawings (if any).
- d) Refrigerant recovery is the responsibility of the BP-4B Demolition contractor.
- e) Removal and proper disposal of all loose contents of the building from spaces where floor tile and/or floor tile mastic are to be abated.
- f) Securement of the building perimeter at the end of each workday. This contractor is also responsible for maintaining and returning all exterior doors and windows to a working and secure condition at the completion of their Work.

2) The BP-4B – Old BMS Demolition contractor is to provide:

- a) All sections of Specifications Div-0 to Div-1.
- b) 024116 Structure Demolition
- c) Refrigerant recovery is the responsibility of this contractor.
- d) Hydraulic elevator oil recovery and any remediation is the responsibility of this contractor.
- e) This contractor is to remove and properly dispose of all loose items from the building.
- f) All work in specifications Divisions 3 to 33.
- g) All work in the drawings not pertaining to abatement.
- h) In addition to what may be required to protect the job site from hazards during the course of the Work, provide and maintain temporary construction fencing along the entire north edge of the property to separate the job site from the adjacent neighborhood. Include and maintain a secure construction gate at the drive entrance.
- i) Disconnection and removal of all utilities, unless specifically noted to otherwise remain.

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Addendum 1

- 3) The BP-4C – Combination Bid (BP-4A & BP-4B) contractor is to provide:
  - a) All the work for this project.
- 4) Building and Trade Permits and Licenses:
  - a) The A/E will secure building department plan approval for demolition.
  - b) The BP-4 contractors shall secure all other permits and approvals required by the authorities having jurisdiction, and schedule and attend all intermediate and final inspections required for any permit applicable to its work, providing reasonable notice of the dates and times arranged for inspection to A/E and Owner.
  - c) The BP-4 contractors shall pay for any reinspection required because of their failure to receive approval of its work.
- 5) Supervision and Coordination of the Work:
  - a) The BP-4 contractors shall supervise their portion of the Work.

#### 1.4 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
- B. Use of Site: Limit use of Project site to Work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

#### 1.5 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
  1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Delivery Hours: Limit deliveries to the Project site to times outside the normal student drop-off and pick-up hours of 8:30 a.m. to 9:30 a.m. and 3:30 p.m. to 4:30 p.m, Monday through Friday, unless otherwise indicated.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
  1. Notify Architect and Owner not less than three days in advance of proposed utility interruptions.

Addendum 1

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2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Restricted Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.6 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

a. Any references to sub-contracts and sub-contractors are the responsibility of the Contractor.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

## SECTION 024116 - STRUCTURE DEMOLITION

### PART 1 - GENERAL

#### 1.1 SUMMARY

##### A. Section Includes:

1. Demolition and removal of buildings and site improvements.
2. Removing below-grade construction.
3. Disconnecting, capping or sealing, and removing site utilities.
4. Salvaging items for reuse by Owner.

##### B. Related Requirements:

1. Section 013200 "Construction Progress Documentation" for preconstruction photographs taken before building demolition.
2. Section 028200 "Hazardous Material Abatement" for removal of hazardous materials prior to building demolition.
3. Section 311000 "Site Clearing" for site clearing and removal of above- and below-grade site improvements not part of building demolition.

#### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged.
- B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse. Include fasteners or brackets needed for reattachment elsewhere.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

#### 1.3 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items

of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

#### 1.4 PREINSTALLATION MEETINGS

##### A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be demolished.
2. Review structural load limitations of existing structures.
3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review and finalize protection requirements.
5. Review procedures for dust control and noise control.
6. Review procedures for protection of adjacent buildings.
7. Review items to be salvaged and returned to Owner.

#### 1.5 INFORMATIONAL SUBMITTALS

##### A. Qualification Data: For refrigerant recovery technician.

##### B. Engineering Survey: Submit engineering survey of condition of building.

##### C. Proposed Protection Measures: Submit report, including Drawings, that indicates the measures proposed for protecting individuals and property, for environmental protection, for dust control and, for noise control. Indicate proposed locations and construction of barriers.

1. Adjacent Buildings: Detail special measures proposed to protect adjacent buildings to remain including means of egress from those buildings.

##### D. Schedule of Building Demolition Activities: Indicate the following:

1. Detailed sequence of demolition work, with starting and ending dates for each activity.
2. Temporary interruption of utility services.
3. Shutoff and capping or re-routing of utility services.

##### E. Predemolition Photographs or Video: Show existing conditions of adjoining construction and site improvements, including finish surfaces, that might be misconstrued as damage caused by salvage and demolition operations. Comply with Section 013233 "Photographic Documentation." Submit before the Work begins.

##### F. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was

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recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

#### 1.6 CLOSEOUT SUBMITTALS

- A. Inventory: Submit a list of items that have been removed and salvaged.

#### 1.7 QUALITY ASSURANCE

- A. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.

#### 1.8 FIELD CONDITIONS

- A. Buildings to be demolished will be vacated and their use discontinued before start of the Work.
- B. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
  - 1. Provide not less than 72 hours' notice of activities that will affect operations of adjacent occupied buildings.
  - 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
    - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- C. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
  - 1. Before building demolition, Owner will remove the following items:
    - a. Instructional chemicals and elemental substance supplies for demonstrations and experiments.
  - 2. All other loose contents of the building not permanently attached to the building are to be removed and properly disposed of by the contractor.
- D. Hazardous Materials: Present in buildings and structures to be demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.
  - 1. Hazardous material remediation is specified elsewhere in the Contract Documents.

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2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

E. On-site storage or sale of removed items or materials is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

## 1.9 COORDINATION

A. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

B. Standards: Comply with ANSI/ASSP A10.6 and NFPA 241.

### 2.2 SOIL MATERIALS

A. Satisfactory Soils: Comply with requirements in Section 312000 "Earth Moving."

## PART 3 - EXECUTION

### 3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting demolition operations.

B. Review Project Record Documents of existing construction or other existing condition and hazardous material information provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in Project Record Documents.

C. Engage a professional engineer to perform an engineering survey of condition of building or retaining wall to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during building demolition operations.

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- D. Steel Tendons: Locate tensioned steel tendons (if any) and include recommendations for de-tensioning.
- E. Verify that hazardous materials have been remediated before proceeding with building demolition operations.
- F. Inventory and record the condition of items to be removed and salvaged.

### 3.2 PREPARATION

- A. Refrigerant: Before starting demolition, remove refrigerant from mechanical equipment according to 40 CFR 82 and regulations of authorities having jurisdiction.

### 3.3 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Utilities to Be Disconnected: Locate, identify, disconnect, and seal or cap off utilities serving buildings and structures to be demolished.
  - 1. [deleted]
  - 2. Arrange to shut off utilities with utility companies.
  - 3. If removal, relocation, or abandonment of utility services will affect adjacent occupied buildings, then provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
  - 4. Cut off pipe or conduit a minimum of 24 inches below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction.
  - 5. Do not start demolition work until utility disconnecting and sealing have been completed and verified in writing.

### 3.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, loading docks, building entries, and other building facilities during demolition operations. Maintain exits from existing buildings.
- B. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of construction being demolished.
  - 1. Strengthen or add new supports when required during progress of demolition.
- C. Existing Utilities to Remain: Maintain utility services to remain and protect from damage during demolition operations.

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1. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction.
  2. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and authorities having jurisdiction.
    - a. Provide at least 72 hours' notice to occupants of affected buildings if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
1. Protect adjacent buildings and facilities from damage due to demolition activities.
  2. Protect existing site improvements, appurtenances, and landscaping to remain.
  3. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.
  4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  5. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  6. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
  7. Erect and maintain dustproof partitions and temporary enclosures to limit dust, noise, and dirt migration to occupied portions of adjacent buildings.
- E. Remove temporary barriers and protections where hazards no longer exist. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.

### 3.5 DEMOLITION, GENERAL

- A. General: Demolish indicated buildings and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Do not use cutting torches until work area is cleared of flammable materials. Maintain portable fire-suppression devices during flame-cutting operations.
  2. Maintain fire watch during and for at least 3 hours after flame-cutting operations.
  3. Maintain adequate ventilation when using cutting torches.
  4. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.

- Provide alternate routes around closed or obstructed trafficways if required by authorities having jurisdiction.
2. Use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
- C. Explosives: Use of explosives is not permitted.

### 3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level. Complete building demolition operations above each floor or tier before disturbing supporting members on the next lower level.
- B. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  1. Remove structural framing members and lower to ground by method suitable to minimize ground impact and dust generation.
- C. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
  1. Completely remove below-grade construction, including basements, slabs, foundation walls, and footings.
- D. Existing Utilities: Demolish and remove existing utilities and below-grade utility structures.
  1. [deleted]
- E. Hydraulic Elevator Systems: Demolish and remove elevator system, including cylinder, plunger, well assembly, steel well casing and liner, oil supply lines, and tanks.

### 3.7 SITE RESTORATION

- A. Below-Grade Areas: Completely fill below-grade areas and voids resulting from building demolition operations with satisfactory soil materials according to backfill requirements in Section 312000 "Earth Moving."
- B. Site Grading: Uniformly rough grade area of demolished construction to a smooth surface, free from irregular surface changes. Provide a smooth transition between adjacent existing grades and new grades.

3.8 REPAIRS

- A. Promptly repair damage to adjacent buildings caused by demolition operations.

3.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and recycle or dispose of them according to Section 017419 "Construction Waste Management and Disposal."
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Do not burn demolished materials.

3.10 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
  - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024116

