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**McDONALD LOCAL BOARD OF EDUCATION
SPECIAL BOARD MEETING
SATURDAY, MARCH 9, 2019 – 8:00 A.M.
M.H.S. LIBRARY
MCDONALD, OHIO 44437**

The McDonald Local Board of Education held a Special Meeting on Saturday, March 9, 2019, in the library at McDonald High School, 600 Iowa Avenue, McDonald, OH 44437.

The Special Meeting was called to order at 8:00 a.m. by President John Saganich. Superintendent Kevin O’Connell called the roll:

Roll Call:

Members Present: Joseph Cappuzzello, Thomas Hannon, Wendy Higgins,
Jody Klase, John Saganich

“Notice of this meeting was given in accordance with the provisions of Section 1.450 of the O.R.C. and the Ohio Administrative Procedures Act.”

Pledge of Allegiance

Res. 19-46 Approve agenda for Special Meeting of March 9, 2019

Mr. Cappuzzello moved and Mrs. Klase seconded
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

New Business:

A. Buildings and Grounds Committee – Thomas Hannon, Chairperson

Res. 19-47 TREE REMOVAL

Resolution to hire Steel Valley Contracting for tree removal at the Second Street location.
(See Exhibit A)

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Upon the recommendation of the district superintendent I call for a motion to approve the above resolution.

Mr. Hannon moved and Mr. Cappuzzello seconded
Yeas: Hannon, Cappuzzello, Higgins, Klase, Saganich
Nays: None
President declared motion carried

Res. 19-48 EXECUTIVE SESSION – O.R.C. 121.22

Mr. Cappuzzello moved and Mrs. Klase seconded, that the McDonald Local Board of Education go into Executive Session at 8:04 a.m. and that the following resolution be adopted.

WHEREAS, as a public Board of Education may hold an executive session only after a majority of the quorum of this board determines by a roll call vote to hold such a session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters:

- A. To consider one or more, as applicable, of the check marked items with respect to a public employee or official:
 - 1. _____ Appointment
 - 2. _____ Employment
 - 3. _____ Dismissal
 - 4. _____ Discipline
 - 5. _____ Promotion
 - 6. _____ Demotion
 - 7. _____ Compensation
 - 8. _____ Investigation of charges/complaints (unless public hearing requested)

- B. To consider the purchase of property for public purposes or for the sale of property at competitive bidding.

- C. Conferences with an attorney for the public body concerning disputes involving the public body that are the subject of pending or imminent court action.

- D. Preparing for, conducting, or reviewing negotiations or bargaining sessions with public employees concerning their compensation or other terms and conditions of their employment

- E. Matters required to be kept confidential by federal law or rules or state statutes.

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- F. Specialized details of security arrangements where disclosure of the matters discussed might reveal information that could be used for the purpose of committing or avoiding prosecution for a violation of the law.

NOW, THEREFORE, BE IT RESOLVED, that the McDonald Local Board of Education, by a majority of the quorum present at this meeting, does hereby declare its intention to hold an executive session on item(s) **B**, as listed above.

Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-49 ADJOURN EXECUTIVE SESSION

Mr. Cappuzzello moved and Mrs. Klase seconded to adjourn executive session and return to the special meeting at 9:28 p.m.

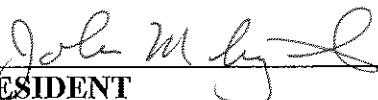
Yeas: Cappuzzello, Klase, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

Res. 19-50 ADJOURNMENT

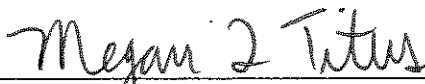
Mrs. Klase moved and Mr. Cappuzzello seconded to adjourn the special meeting at 9:29 p.m.

Yeas: Klase, Cappuzzello, Higgins, Hannon, Saganich
Nays: None
President declared motion carried

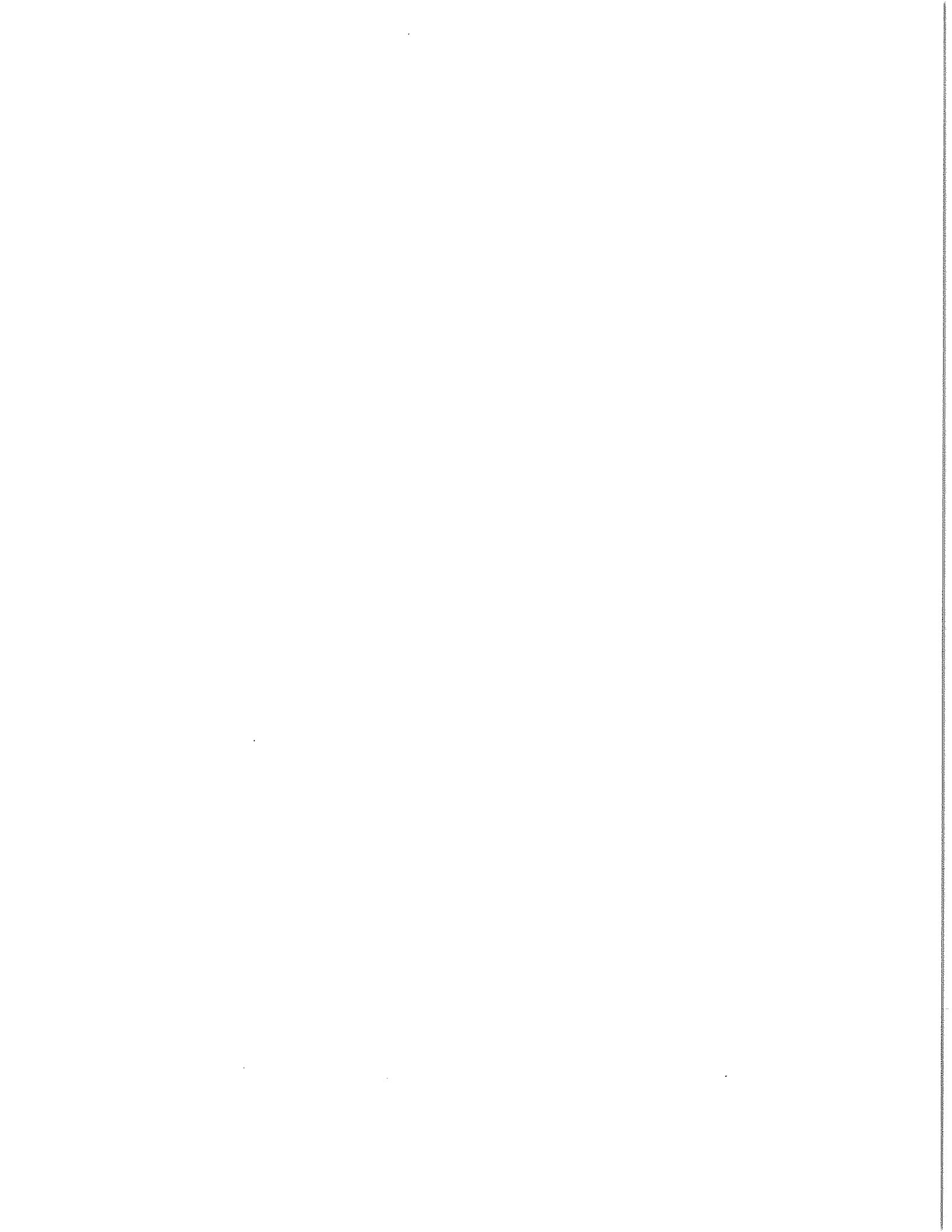
ATTEST:



PRESIDENT



TREASURER



TREE REMOVAL

MCDONALD LOCAL SCHOOLS

PROJECT LOCATION:
NORTH OF MCDONALD AVENUE AND W. 2ND STREET INTERSECTION
(SEE ATTACHED PROJECT LOCATION MAP)

PROPOSAL SPECIFICATIONS

Please contact the McDonald Local Schools at 330-530-8051 to schedule a walk-through of the property

Submitted by: Cheryl Shannon dba Steel Valley Contracting

Address: 462 Westgate Blvd.

City: Austintown

State: Ohio Zip Code: 44515

Phone Number: 330 565-3976 Fax Number: 330 544-3782

Federal Tax ID Number: 176-46-9043

Date: March 6, 2019

NOTICE TO BIDDERS

Sealed proposals will be received by the McDonald Local Schools, 600 Iowa Avenue, McDonald, Ohio 44437 until 7:00 a.m. on Thursday, the 7th day of March, 2019 for the tree removal located in the Village of McDonald, Ohio for the following project:

Tree Removal

Proposal information may be obtained at the McDonald Local Schools, 600 Iowa Avenue, McDonald, Ohio 44437.

Questions regarding any technical issues in this bid shall be addressed to Christopher Tolnar, Project Manager, at (330) 599-4336 or by email at ctolnar@gpdgroup.com.

Each proposal must be in a sealed envelope and the outside thereof properly marked with the Project Name and Date. Proposals shall include the full name of each person or company submitting a proposal.

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the various insurance requirements, various equal opportunity provisions, and the terms and conditions.

Each proposal shall be accompanied by a bid guarantee, in the form of a bid bond, a certified check, a cashier's check or a letter of credit, in conformity with the requirements of ORC 153.54 and 153.57(B). If a bid bond is used, the bond shall be in the full amount of the bid and signed by a Surety company authorized to do business in Ohio, and accompanied by the Surety's sufficient power of attorney affirming said signature. If a certified check, cashier's check or letter of credit is used, the instrument shall be drawn on a solvent bank in an amount not less than ten percent (10%) of the Bid. The bid guarantee shall be given as security that, if the Bid is accepted, the Bidder will enter into a contract in conformity with the Bid.

No bidder shall be considered a lowest and best bidder or deemed eligible to be awarded the contract of which this Notice of Bid Specifications applies unless the bidder has completed all items listed within the instructions to bidders.

McDonald Local Schools reserves the right to waive any and all informalities and the right to reject any and all bids.

The McDonald Local Schools is an Equal Opportunity Employer.

McDonald Local Schools
Kevin O'Connell, Superintendent

McDonald Local Schools
INSTRUCTIONS, TERMS, AND CONDITIONS FOR BIDS

1. COMPLETE SEALED PROPOSALS WITH AUTHORIZED SIGNATURE: Vendors must submit a complete, signed competitive sealed Bid, which at a minimum, should include all of the pages of the Request for Bids that require the vendor to respond, and any additional information or samples required by the specifications. Bids must be signed in ink (blue is preferred) on the Bid Cover Sheet.

2. WHEN PROPOSALS MUST BE DELIVERED: The McDonald Local Schools must receive the proposals no later than **10:00 a.m. Thursday March 7, 2019**. Proposals received after 10:00 a.m. on the scheduled date for opening will be considered as late and will not be opened. The McDonald Local Schools receives Bids during the hours of 8:00 a.m. through 4:00 p.m., Monday through Friday, except for observed holidays. The McDonald Local Schools does not accept Bids with insufficient postage or collect on delivery.

3. WHERE PROPOSALS MUST BE DELIVERED: Proposals must be delivered to the following address:

McDonald Local Schools
600 Iowa Avenue
McDonald, Ohio 44437

4. HOW PROPOSALS MUST BE DELIVERED: Each Proposal must be submitted in a sealed envelope or similar container with the Project Name clearly marked on the exterior. If a vendor uses an express mail or courier service, the Project Name must be clearly marked on the exterior of the express mail or courier service envelope or must be enclosed in a sealed envelope inside the express mail or courier service envelope with the Bid number clearly marked on the inside envelope. A Bid that is not properly and clearly marked and is inadvertently opened before the scheduled Bid opening time may be disqualified without additional consideration.

5. PROPOSALS ARE A PUBLIC RECORD: After Proposals are opened, they are available for public review by interested parties who request them. Once Bids have been reviewed by the appropriate department, they will move forward for the award process. After Proposals are opened, they are public records as defined in Ohio Revised Code 149.43 and are subject to all laws appurtenant thereto.

6. WITHDRAWAL OF PROPOSAL BEFORE OPENING: A vendor may withdraw its Proposal, by written request, any time after the McDonald Local Schools receives the Bid and before opening.

7. WITHDRAWAL OF PROPOSAL AFTER OPENING: A vendor may by written request withdraw its Proposal after opening, if there is reasonable proof that an inadvertent mistake was made and the correction cannot be determined with reasonable certainty. "Inadvertent" means inattentive or unobservant; heedless; due to oversight; unintentional. If the McDonald Local Schools suspects that the lowest Bid contains a mistake, the School may ask the vendor for written confirmation of its Bid.

8. PROPOSALS ARE FIRM FOR 60 DAYS: Unless stated otherwise, once opened, all Bids are irrevocable for sixty (60) days. Beyond sixty (60) days, vendor will have the option to honor their Bid or make a written request to withdraw their Bid from consideration.

9. MCDONALD LOCAL SCHOOLS RESERVES RIGHT TO ADJUST LIMITS: All trees larger than 4" shall be removed within the proposed project limits. McDonald Local Schools will determine during construction the exact limits of removal.

10. VENDOR MAY REQUEST CLARIFICATION: If a vendor discovers an inconsistency, error or omission in this Request for Bids, the vendor shall request clarification as indicated on the front page of the Request for Bids. Such clarification must be requested in writing by letter or e-mail. Every request for such interpretation should be addressed to Christopher Tolnar, Project Manager, 100 East Federal Plaza Suite 200, Youngstown, Ohio 44503 or via email at ctolnar@gpdgroup.com. No other form of clarification initiated by the vendor is acceptable. Vendors must make their requests for clarification no later than five (5) working days before the date of Bid opening. Failure of vendor to comply may result in the vendor being deemed not responsive.

11. REQUESTS FOR REVISIONS OR ADDITIONS TO THE BID: Vendors are required to comply with all of the terms and conditions of the Request for Bids, whether the vendor had actual knowledge of the terms and conditions of the Request for Bids, and regardless of any statement or omission in the Bid that might indicate a vendor's contrary intention. The McDonald Local Schools will not agree to any additional or inconsistent terms or conditions proposed by the vendor. The terms and conditions of the Request for Bids prevail over any inconsistent or additional terms or conditions of the Bid by the vendor.

12. MODIFICATIONS TO THE PROPOSAL: When it is necessary to modify a Request for Proposal, the McDonald Local Schools does so by written addendum only. Addendums are distributed by fax and/or email to registered plan holders only.

13. REJECTED BIDS: The McDonald Local Schools may reject any Bid, in whole or in part, if any of the following circumstances are true:

(A) Bids offer supplies or services that are not in compliance with the requirements, specifications, terms or conditions stated in the Request for Bids,

(B) The price of the lowest and best Bid is excessive in comparison with market conditions or with the available funds, or

(C) It is determined that awarding any item is not in the best interest of the McDonald Local Schools.

14. BID PREPARATION: The McDonald Local Schools assumes no responsibility for costs incurred by the vendor prior to the award of any contract resulting from this Bid. Total liability of the McDonald Local Schools is limited to the terms and conditions of a resulting contract. At the time of the bid opening, each vendor will be presumed to have inspected all sites and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda).

15. DAMAGES ARISING FROM BID SPECIFICATIONS: A vendor may not be compensated for damages arising from inaccurate or incomplete information in the Bid specifications or from inaccurate assumptions based upon the specifications.

16. EVALUATION OF BIDS: The contract will be awarded to the lowest and best vendor as determined by the McDonald Local Schools under the Ohio Revised Code. The McDonald Local Schools reserves the right to enter into multiple contracts based on the lowest and best vendor per property.

17. UNIT COSTS: Vendors shall provide a unit cost per acre for increase or decreases in area to be cleared in addition to the base bid.

18. LOWEST RESPONSIBLE BID: A bid is lowest if it offers the lowest-cost supply or service in comparison to all other vendors as set forth in the evaluation paragraph in the BID. While vendors may offer discounts for prompt payment and other similar incentives, discounts and incentives will not be used to determine the lowest vendor. A bid is responsible if the McDonald Local Schools or designee determines that the bidder has the financial and logistical ability to supply the materials and/or do the work proposed in the time frame proposed, and that the bidder's history and reputation in the community or in the industry is one of reasonable competence, timeliness and diligence. The McDonald Local Schools has the sole discretion to determine the lowest responsible bid.

19. INFORMATION REQUESTED: The McDonald Local Schools or its designated office may request additional information to evaluate a vendor's Bid. If a vendor does not provide the requested information, it may adversely impact the School's evaluation of the vendor's Bid.

20. NON-COLLUSION CERTIFICATION: By the signature affixed on the Non-Collusion Affidavit of the Bid package, the vendor certifies that he/she is sole owner, partner, president, secretary, etc. of the party making the foregoing Bid; that such Bid is genuine and not collusive or sham; that the vendor has not colluded, conspired or agreed, directly or indirectly, with any vendor or person, to put in a sham Bid; or colluded or conspired to have another not submit a Bid, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the price of its Bid or any other vendor, or to fix any overhead, profit or cost element of the Bid price, or of that of any other vendor, or to secure any advantage against any vendor or any person or persons interested in the proposed contract and that all statements contained in the Bid are true; and further, that the vendor has not, directly or indirectly, submitted this Bid, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.

21. PROJECT SPECIFICATIONS: The plans show, in a general manner, the existing structures and the land available for tree removal purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at the sites.

22. WATER SUPPLY: All water, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices.

23. NOTICE OF SPECIAL CONDITIONS: Attention of the bidder is particularly called to those parts of the General Contract Conditions and other Contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Requirement that all Subcontractors be approved by the Owner
- c. Time-for-completion and liquidated damages requirements
- d. Safety standards
- e. Contractor's responsibility to obtain permits.

24. ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD: Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the Contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice Award
- b. Contract
- c. Insurance certificate(s) and/or policy(ies)
- d. Performance bond
- e. Bidder Regarding Equal Employment Opportunity.

25. FOREIGN CORPORATIONS AND CONTRACTORS: Foreign Corporations Definition: "Foreign Corporation" means a corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

26. SPECIAL CRITERIA: Contractor must be able to operate and communicate effectively by use of electronic documents.

27. MULTIPLE AWARDS: N/A

28. PAYMENTS: This project is being funded through the McDonald Local Schools. The School will make partial payment for complete and accepted work elements, in accordance with the Contractor's bid prices and schedule of values. Payment may take up to 30 days following submittal of pay request with ALL required documentation.

AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF PERSONAL
PROPERTY TAXES

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for Tree Removal hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Cheryl Shannon

Sworn to before me and subscribed in presence this _____ day of _____, 20__.

Notary Public

NON-COLLUSION AFFIDAVIT

State of Ohio

BID Identification: Tree Removal

CONTRACTOR: Cheryl Shannon dba Steel Valley Contracting

_____, being duly sworn, deposes and says that he is Sole Owner (Sole owner, a partner, president, secretary, etc.) of Steel Valley Contracting

the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such BID is genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired, connived, or agreed with any BIDDER or anyone else to put in a sham BID, or that any one shall refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the BID price of said BIDDER or of any other BIDDER, or to fix any overhead, profit or cost element of such BID price, or of that of any other BIDDER, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such BID are true; and further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, BID depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

Cheryl Shannon

Subscribed and sworn to before me this _____

day of _____, 20_____.

Seal of Notary

**** (TO BE PROVIDED UPON ACCEPTANCE OF CONTRACT) ****

BID GUARANTEE AND CONTRACT BOND

(Section 153.571 Ohio Revised Code)
(Used if 10% Bid Guaranty Check is not Submitted)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

(Name and Address)

as Principal _____

(Name of Surety)

_____ as Surety, are hereby held and firmly bound unto the _____

hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____

to undertake the project known as: MCDONALD LOCAL SCHOOLS TREE REMOVAL

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige. In no case shall the penal sum exceed the amount of _____ Dollars (\$ _____)

(If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid on the above referred project:

NOW THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and the

Principal within ten days after the awarding of the Contract, enters into a proper Contract in accordance with the bid, plans, details, specifications, and bills of material, which said Contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligees against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligees herein; then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said Contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the Contract or to the work or to the specifications.

PRINCIPAL

SURETY COMPANY ADDRESS

Street

BY _____

City, State, Zip

TITLE _____

SURETY AGENT'S ADDRESS

Agency Name

BY: _____

Attorney-In-Fact

Street

City, State, Zip

BID GUARANTEE FORM 2 – CONSENT OF SURETY

(To be completed only if certified check or cashier's check is used)

(Name of Surety Company)

(Address)

KNOW ALL MEN BY THESE PRESENTS, that we _____
(Name of Bidder)

as Principal and _____, and having its principal office at _____

(Complete Address of Surety Company)

are held firmly bound unto the McDonald Local Schools hereby jointly and severally and binding our heirs, successors, administrators, executors, legal representatives and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the above named Principal submits the herewith proposal for construction of the project titled "MCDONALD LOCAL SCHOOLS TREE REMOVAL" in conformance with the Information and Instructions to Bidders, we the above named Surety, will meet all the stipulations and will execute the Surety Bond as hereinafter, to the above named Principal in event he should be awarded a contract and in the amount of one hundred percent (100%) of the total bid price for performing the work and guaranteeing its performance in conformity with the plans and specifications to the McDonald Local Schools.

WITNESS OUR SIGNATURES, this _____ day of _____ 20_____.

ATTEST:

Witness

(Contractor - Principal)

Signature Seal

ATTEST:

Witness

(Title)

(Name of Surety Company)

(Signature)

EXPERIENCE RECORD*

The BIDDER is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects shall be for OWNERS other than this Project and for ENGINEERS/ARCHITECTS other than this Projects' Engineer.

PROJECT NAME: GMS Management Co., Inc

DESCRIPTION: Tree Removal and Excavating

OWNER: Stewart PERSON TO CONTACT: Ed White

ADDRESS: 4645 Richmond Rd. #101 PHONE: 330 770-1019

CITY/STATE/ZIP: Cleveland, Ohio 44128

PROJECT NAME: Ban-Gar Construction Co., Inc.

DESCRIPTION: Land Clearing and Pipe Line Work

OWNER: Nick PERSON TO CONTACT: Nick

ADDRESS: 2100 Salts Spring Road PHONE: 330-233-0503

CITY/STATE/ZIP: McDonald, Ohio 44437

PROJECT NAME: Wolford's Rolloff

DESCRIPTION: Land Clearing and Demolition

OWNER: Paul PERSON TO CONTACT: Paul

ADDRESS: 175 Ohio Ave. PHONE: 330-720-2554

CITY/STATE/ZIP: _____

*USE ADDITIONAL COPIES OF THIS FORM AS REQUIRED

PROPOSED SUBCONTRACTORS

The Bidder is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

2. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

3. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

4. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

GENERAL CONTRACT CONDITIONS

ARTICLE 1 – CONTRACT AND CONTRACT DOCUMENTS

- A. The project pursuant to this contract will be paid through the McDonald Local Schools and is subject to all applicable Federal and State laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, herein of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS

Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connections with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required prior to contract execution. Attorney-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

ARTICLE 3 – WAGE RATES

Contractors shall abide by the prevailing wage threshold levels.

ARTICLE 4 – AFFIRMATIVE ACTION – N/A

ARTICLE 5 – INSURANCE

- A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved, approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
- B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentations requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
- C. Worker's Compensations -
All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation Insurance in full compliance with the laws of the state of Ohio.
- D. Contractor's Liability Insurance
 - i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

- ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.
 - iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,00) Dollars on the account of any one occurrence.
 - iv. Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) Dollars per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability", and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
 - v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
 - vi. The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.
- E. The policies as listed above shall all contain all the following special provisions:
- i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the McDonald Local Schools."
 - ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
 - iii. Each Contractor shall hold the Owner harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
 - iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of insurance as evidence of coverage.

ARTICLE 6 – SAFETY.

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and program in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, and all the work and all material or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify owners of adjacent utilities when prosecution of the work may affect them.
- C. The contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual Of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of the Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No. 75, Saturday, April 17, 1971. The Chapter shall also comply with Chapter 4101.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to the health.

- D. The Contractor shall maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specification.

ARTICLE 7 – PERMITS

The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities. The Contractor shall give all notices and comply with all laws, ordinance, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Owner in writing.

ARTICLE 8 – SUPERVISION

- A. The Contractor will supervise and direct the work. He/She will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the Supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.
- B. The Owner and its representatives will, at all times have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payroll, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposed to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations; the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Owner.
- D. All construction as proposed along all Village, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Owner prior to any work beginning on the affected property.

ARTICLE 9 – CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so ,

the Owner, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonable sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the contractor for any such payments in good faith.

ARTICLE 10 – SUBCONTRACTING

- A. Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.
- B. **The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Owner of his/her designated agent.** When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the contractor with his/her own organization. No subcontract, or transfer of contract, shall in any way release the Contractor of his/her liability under the contract and bonds.
- C. **The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner,** after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as require in Item 27 of INSTRUCTIONS TO BIDDERS. The Contractor shall be fully responsible to the Owner for the acts and omissions of the subcontractor(s), and of persona either directly or indirectly employed by them, as he is for the acts and omissions of personas directly employed by him.

ARTICLE 11 – CHANGE OF WORK

- A. The Owner reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the Contractor nor release the Surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original Contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal to be paid for as stipulated in the change order prior to change.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval or authoring of the Owner.
- D. The Owner reserves the right to withdraw properties from a contract if final condemnation orders are not received and/or if legal filings prevent the tree removal.

ARTICLE 12 – TIME

- A. The Date of beginning and the time for completion of the work are essential condition of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract time. It is expressly understood and agreed, by and between the Contractor and the Owner, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.

- C. The Contract Time to fully complete the project is as follows: trees must be down by March 29, 2019 and all work shall be complete by April 26, 2019. A "notice to proceed" will be issued once the bids have been reviewed and a contractor is selected to perform the work.
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Owner, the Contractor will pay to the Owner for liquidated damages \$100.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

ARTICLE 13 – COMPLETION OF WORK

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty material or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Owner will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the tree removal. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

ARTICLE 14 – TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

ARTICLE 15 – PAYMENT

Payment to the Contractor shall be made by the Owner as follows: Payment shall be issued to the Contractor on a per unit of tree removal basis upon the satisfactory completion of each unit of tree removal. Upon presentation of a pay request from the Contractor, the Owner's Representative shall certify on the pay request that the completed work is approved for payment. Payment may take up to 30 days after payment request is received.

It is important that the progress schedule be based on achievable goals, and that the Contractor makes every effort to meet target dates.

TECHNICAL SPECIFICATIONS

1. SCHEDULE OF DRAWINGS

Not necessary for this project

2. LOCATION

North of McDonald Avenue and W. 2nd Street Intersection (See attached map)

3. SCOPE

The work involves all the labor, materials, tools and equipment necessary for and incidental to the demolition and removal of all trees within the project limits. A location map is included indicating the approximate location of tree removal. All trees, brush, and debris shall be removed from the property as part of this project.

TREE REMOVAL, GENERAL REQUIREMENTS

1. Tree removal work shall be done in strict accordance with all applicable laws, ordinances and codes of the McDonald Local Schools, Village of McDonald, and Trumbull County.
2. Special attention is also directed to the Fire Safety Restrictions of the local Fire Department. In addition to other restrictions, the burning of any material or rubble on the site is not permitted. A water line shall be laid and manned, at all points where burning torches are used for cutting.
3. In the event that storage tanks, walls, cisterns or subsurface structures are uncovered in the tree removal operation, they shall be removed and/or treated as required by law and directed by the Engineer.
11. The Contractor shall notify the Local Public Agency prior to start of tree removal at the project location.
12. All trees and debris removed from the property must be properly disposed in a licensed CD&D facility or a municipal solid waste landfill. Documentation of proper disposal will be required with the request for payment. All trucks used for hauling must use tailgates and must cover the load securely. Any material dropped from the trucks must be picked up. It shall be the responsibility of the Contractor to clean daily the haul route of all the materials dropped from the haul trucks.
13. Extreme caution shall be used in removal to prevent damage to adjoining properties not included in this Contract. The Contractor shall be responsible for any damages to adjacent buildings or property caused by the removal.
14. **Protection of items not to be moved**
The contractor shall protect all sidewalks, curbs, pavements and other public or private facilities that may be damaged or endangered by work required under the specifications and shall restore and make good sidewalk, curb, pavement and any other public or private facilities that may be damaged or destroyed, to the satisfaction of the LPA.
15. **Occupancy of Public Way**
If and whenever the work under this contract shall require the digging up, use or occupancy of any public way, area, alley, sidewalk, or other public place, the Contractor shall furnish, erect and maintain such barriers and lights as will prevent the occurrence of any damage caused in connection with such digging up, use and

occupancy and shall assume liability for all damages which may result there from. The Contractor will be required to obtain all necessary permits.

16. Dust Control

The Contractor shall have a water supply to control dust of building(s) that are to be demolished. This shall be done as long as any tree removal work is being done. This dust control method shall be solely the Contractor's responsibility to implement. Failure to carry out this portion of the contract will be grounds for the LPA to stop work. Under no conditions will the work be permitted to continue or start until the LPA is satisfied as the method of dust control of the Contractor.

In municipal areas the Contractor must coordinate with the local Utility office for water access.

17. SAFETY REQUIREMENTS

- a. The Contractor shall comply with all Federal, State and local laws, ordinances and regulations. This shall include but not be limited to Sections 103 and 107 of the "Contract Work Hours and Safety Standards Act."
- b. The Contractor shall use all proper precautions to protect persons from injury. Proper guards as specified shall be placed in the vicinity of the work and a sufficient number of red warning lights shall be placed to protect the public from damage and injury. The Contractor shall be held responsible for all damage and injuries.
- c. The Contractor shall adequately protect the work, adjacent property and the public, and shall be responsible for any damage and injuries.
- d. The Contractor shall be entirely responsible for all apparatus, equipment as appurtenances as furnished by him in connection with this work until date for final acceptance; special care shall be taken to protect all parts thereof in such a manner as may be necessary or as directed.
- e. Precautions shall be executed at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed.

18. USE OF EXPLOSIVES

The use of explosives to perform the work under this contract **is prohibited.**

19. USE OF WEIGHTED BALL

The use of weighted ball (commonly referred to as the "PEARHEAD or HEADACHE BALL") to perform the work under this contract **is prohibited.**

20. BURNING SPECIFICATIONS

The burning of combustible materials will not be permitted at any time prior, during or after the tree removal operations.

21. MOVING STRUCTURES TO OTHER LOCATIONS

No structure shall be moved from the premises as a whole, or any substantially whole condition, but all such buildings shall be demolished on the premises.

22. PERMITS/BONDS

The Contractor shall secure all required permits and bonds, and pay all required permit fees necessary to perform this project. Information may be obtained from the McDonald Local Schools. All copies of necessary paper work must be supplied to the appropriate office prior to the start of tree removal.

23. HAZARDOUS OR COMBUSTIBLE MATERIALS

The Contractor shall be responsible for the proper inspection and removal or disposal of any material located on the site, which may be deemed as hazardous, flammable

or combustible by any state or federal agency. This shall include, but not be limited to asbestos, paint, heating oil, motor oil, diesel fuel, gasoline, etc. In the event an asbestos assessment is required by the state law, one will be completed and provided to the McDonald Local Schools by the Contractor.

24. **SOIL EROSION CONTROL**

The Contractor shall take appropriate measures to prevent soil erosion and to keep sediment from entering adjacent properties or creeks and streams.

25. **REMOVAL OF TRASH AND REFUSE**

The Contractor shall be responsible for removing all trash and refuse on the site, which includes but is not limited to: tires, refrigerators, freezers, air conditioners and other refuse and dispose in a proper manner according with applicable laws.

26. **INSPECTION AND TESTING OF MATERAILS**

In the event inspection or testing of materials is required by this Contract, the Contractor shall be responsible for and pay for such inspection or testing of materials, as determined by the technical specifications.

McDonald Local Schools Tree Removal Bid Form

North of McDonald Avenue and W. 2nd Street Intersection

Description	Qty.	Unit	Unit Price	Total	Total In Words
Base Bid					
Tree Removal	12	Acre	\$ 1900.00	\$ 22,800.00	Twenty Two thousand Eight Hundred Dollars
Reduction in Area		Acre	\$	\$	
Increase in Area		Acre	\$	\$	

Please read the following notes.

1. A thorough review of the Technical Specifications is recommended as these items must be adhered to if applicable.

I hereby acknowledge that I have reviewed the requirements to properly bid on this tree removal project.

Please initial and date:

CDS 08/06/2019

Submitted by
Address, City, State, Zip

Cheryl Shannon dba Steel Valley Contracting
462 Westgate Blvd., Austintown, Ohio 44515

Phone

330-565-3976 (Don Ellashek)

Federal ID#

176-46-9043

Date

03/06/2019

Signature

Cheryl Shannon



Location Map

North of McDonald Avenue and W. 2nd Street Intersection

McDonald Local Schools

Tree Removal

