

Notice of Bid

Sealed bids will be accepted for demolition of buildings at 60 S. Walnut Street (old school complex) by the City of London, State of Ohio at the Administration Office, 20 South Walnut St., Suite 100, London, Ohio until 10:00 O'clock A.M., Wednesday, December 14, 2022. Sealed bids will be publicly opened immediately thereafter.

A complete bid packet, of which this legal notice is a part, is on file for inspection. Bid packets will be emailed upon request, or picked up at 20 South Walnut Street, Suite 100, London, Ohio 43140, between the hours of 9:00 A.M. and 4:00 P.M. Monday through Friday.

The City of London, has the right to reject any and all bids.

**BID SPECIFICATIONS FOR
DEMOLITION AND DISPOSAL OF ABANDONED SCHOOL STRUCTURE
LOCATED AT 60 SOUTH WALNUT STREET, LONDON, OHIO 43140**

REQUEST FOR PROPOSAL

Sealed bids will be received by the City of London at the office of the Mayor, 20 S. Walnut Street, London, Ohio 43140, on the November 14 until 9:00 AM current local time for the

Demolition and Disposal of Structures Located at 60 South Walnut Street, London, Ohio 43140

and will be publicly opened and read immediately thereafter. Each Bid must contain the full names of the party or parties making the same, with an affidavit as to interested parties, and in the case of a corporation not chartered in the State of Ohio, with a proper certificate that such corporation is authorized to do business in the State of Ohio, and shall be accompanied by a certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Ohio Revised Code in the amount of 10% of the Bid, payable to the City of London.

It is agreed that the Bid Guaranty shall be for the benefit of the City pursuant to Section 153.54 of the Ohio Revised Code if the undersigned fails to execute the Contract in conformity with the Form of Contract incorporated in the Contract documents and furnish Bond and insurance certificates within ten (10) days after the notification of the award of the Contract to the undersigned.

The City of London reserves the right to reject any and all Bids, to waive any informalities in the Bids received, and to accept any Bid which it deems most favorable and is in the best interest of the city.

The City of London is an Equal Opportunity Employer and does not discriminate against the disabled.

The City of London owns 60 S. Walnut Street, London, Ohio 43140, Permanent Parcel 31-03374.003

The City of London wishes to have two buildings demolished and debris removed.

SCOPE OF WORK

Building #1 (school and gymnasium) and Building #2 (utility garage) are to be demolished to grade and all materials hauled away at the expense of the Bidder, except as noted. The footprint of each building must also be excavated and removed from the site to a depth of twenty-four inches (24") below the lowest grade. (The lowest grade is the lowest point containing building materials.) All foundation walls and footings must be removed. All utilities shall be capped at the right-of-way.

Proper fill must be used and be approved by the Safety Service Director prior to placement. Proper fill includes a mixture of fine-grained and/or course-grained soils suitable for compaction and construction at a later date.

See Bid Alternate #1 for an additional cost for soil compaction

The property (approximately 2.5 acres) is to be graded equal to the current topographic conditions with a crown provided for settlement in the area of the building footprint. The grading shall allow for positive storm water runoff. All existing asphalt, concrete and other structural materials are to be removed from the site. (This includes all sidewalks going to the structures.) To the extent possible, all mature trees located on property shall be protected, preserved and the root systems not disturbed.

The estimated area (2.5 acres) shall have three to four inches (3" - 4") of topsoil installed and a perennial grass seed and fertilizer mix of fescue, bluegrass and ryegrass planted or hydroseed applied, to the satisfaction of the City Safety Service Director.

1. Building #1 is an abandoned school with an attached gymnasium, both structures have a basement

The following details are to be considered in the demolition:

- a) All utilities have been turned off by the City of London. However, the gas line, water line, storm sewer connection, sanitary sewer connection, and any telephone wire, cable wire, and/or electric wire must be removed or capped.
- b) Building #1 has a basement and any footers. Concrete slabs must be excavated and removed from the site to a depth of twenty-four inches (24") below the lowest grade. All foundation walls and footings must be removed. (The lowest grade is the lowest point containing building materials.)
- c) During the demolition process, a temporary chain link fence shall be installed at the North, South and East and West perimeters of the property.
- d) The existing sidewalk on the south and west edges of the parcel must be removed. Any damage to other existing sidewalks or parking lot pavement shall be the responsibility of the Bidder to repair or replace.
- e) Dust control must be maintained at all times during the demolition process by providing water mist to the site and materials. Coordinate with necessary Authorities for obtaining a water source. Refer to Supplemental Instructions within these Specifications.
- f) Provide silt fence around the site prior to any demolition or site grading to control water run-off.

- g) Each Bidder may arrange for a site visit by contacting Rex Castle, City Safety Service Director, at 740-852-3243. The visit will be by appointment Monday through Thursday, 9:00 a.m. to 3:00 p.m., prior to the Bid deadline.
- h) The Bid shall be in the form of a lump sum bid per the items listed on the Bid Page. The Bidder shall include a contingency of 10 percent (10%) as part of the total bid lump sum.
- i) The contractor will be required to document the location of the materials disposal site.

END OF SECTION

SUPPLEMENTAL INSTRUCTIONS TO BIDDER

STABILITY OF EXCAVATION

General: Comply with local codes, ordinances and requirements of agencies having jurisdiction.

DE-WATERING

Prevent surface water and subsurface or ground water from entering excavations or areas where below grade improvements were removed on prepared site.

Contractor is responsible for maintaining adequate temporary site drainage necessary for construction operations.

STORAGE OF EXCAVATED MATERIALS

Stockpiling excavated materials acceptable for backfill and fill is acceptable. Silt protection will be required.

Dispose of off-site excess excavated material and materials not acceptable for use as backfill or indicated to be stockpiled on site. Contractor will provide the location of the off-site material disposal.

POLLUTION CONTROLS

Use water mist, temporary enclosures, and other suitable methods to limit the spread of dust and dirt. Comply with governing environmental protection regulations.

Do not create hazardous or objectionable conditions, such as flooding and pollution, when using water.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Clean adjacent buildings and improvements of dust, dirt and debris caused by demolition operations. Return adjacent areas to condition existing before start of demolition.

The Contractor will be responsible for providing temporary toilets for their own employees.

DEMOLITION

Building Demolition: Demolish buildings completely and remove from the site. Use methods required to complete work within limitations of governing regulations and as follows:

Proceed with demolition in a systematic manner from top of structure to ground. Complete demolition work above each floor or tier before disturbing supporting members on lower levels.

Dispose of demolished items and materials promptly. Demolish concrete and masonry in small sections. Break up and remove concrete slabs on grade completely, including drainage aggregate below slab.

Backfill:

Proper fill must be used and be approved by the Safety Service Director prior to placement. Proper fill includes a mixture of fine-grained and/or course-grained soils suitable for compaction and construction at a later date.

See Bid Alternate #1 for an additional cost for soil compaction

Asbestos: Asbestos abatement is the responsibility of the City of London. All abatement, completion documents will be provided to the Contractor prior to the beginning of the demolition project.

It is expected that no asbestos will be encountered in the course of this Contract. If any materials suspected of containing asbestos are encountered, do not disturb the materials. Immediately notify the City Safety Service Director.

Salvaged Items by Owner: Any items of value to the Owner will be removed from site prior to start of demolition work (by Owner). Any remaining items shall be removed by Contractor, except when noted in the specifications.

Salvaged Items by Contractor: Items of salvageable value remaining on site may be removed by Contractor from structure as work progresses. Transport salvaged items from site as they are removed.

Explosives: Use of explosives will not be permitted.

Traffic: Conduct demolition operations and removal of debris to ensure minimum interferences with roads, streets, walks and other adjacent occupied or used facilities. Do not close or obstruct streets, walks or other occupied or used facilities without permission from authorities having jurisdiction.

Provide alternates around closed or obstructed traffic ways if required by governing regulations.

Protections: Ensure safe passage of persons around area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, and other facilities, and injury to persons.

Erect temporary covered passageways as required by authorities having jurisdiction.

Provide interior and exterior shoring, bracing or support to prevent movement, settlement or collapse of structure(s) to be demolished, if required.

Damage: Promptly repair damages caused to adjacent facilities by demolition operations.

LICENSING AND REGISTRATION

The Contractor and all Subcontractors, prior to the start of any construction by the Contractor or Subcontractor, must obtain and pay for registration with any governmental agency having jurisdiction.

The Contractor must have been in business for a minimum of ten (10) years.

SAFETY REQUIREMENTS

The Contractor shall furnish and use safety devices and safeguards as prescribed by Public Law 91-596 "Occupational Safety and Health Act of 1970" and shall do everything reasonably necessary to protect the life, health, safety and welfare of any employee and visitors.

Barricade open excavations and post warning lights for safety of persons. Operate warning lights during hours from dusk to dawn each day.

COPELAND ANTI-KICK BACK ACT

Contractor shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR, Part 3).

CLEAN AIR ACT

The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970.

GENERAL DESCRIPTION, BASE BID

Base Bid shall include all work as described in the specifications as necessary to remove the two (2) buildings identified. A separate price will be included in the Bid Documents to install three to four inches (3"-4") of topsoil and seed or hydroseed the entire site.

END OF SECTION

PAYMENTS AND COMPLETION

The Owner shall reimburse the Contractor according to completion of work as listed below:

a) Mobilization	10%
b) Substantial Completion (45 days)	40%
c) Final Closeout	<u>50%</u>
Total	100%

A ten percent (10%) retainer will be held by the City from the final closeout invoice. It will be held a minimum of thirty (30) days and may be released upon the satisfaction of the City Safety Service Director and Building Commissioner when all conditions of the Contract Specifications are completed.

Demolition may commence anytime after January 31, 2023 and **MUST** be complete no later than April 1, 2023. **TIME IS OF THE ESSENCE.** If all work is not complete by the deadline, the Contractor will be subject to the terms of the Performance and Payment Bond.

INSURANCE AND BONDS

The requirements for bonds and insurance shall be in accordance with enclosed Owner's instructions for insurance and bonds.

The Contractor agrees to save harmless, indemnify and defend the Owner, the Owner's representatives, and the Building Commissioner and his representatives and Consultants for all action, claims and suits arising from operations under this Contract caused by the negligence of the Contractor and any Subcontractor or anyone directly or indirectly employed by them respectively.

END OF SECTION

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 capability, responsibility, experience, skill, and financial standing. Provide at least two (2) references within the last five (5) years.

#1 Project Name: _____

Project Owner: _____

Contact Person: _____

Scope of Work: _____

Total Project Cost: \$_____ Bidder's Contract: \$_____

% Complete: _____ Construction Project Year(s): _____

#2 Project Name: _____

Project Owner: _____

Contact Person: _____

Scope of Work: _____

Total Project Cost: \$_____ Bidder's Contract: \$_____

% Complete: _____ Construction Project Year(s): _____

FORM OF PROPOSAL
(BID FORM)

_____, 2022

Submitted by:

(Contracting Firm)

To: The City of London, Ohio
Office of the Safety Service Director
20 S. Walnut Street, Suite 100
London, Ohio 43140

Having read the Specifications titled Demolition and Disposal of Structures Located at 60 S. Walnut Street, London, Ohio prepared by City Safety Service Director, Rex Castle, and likewise having inspected the site of and conditions affecting and governing the execution of said project, the undersigned hereby proposes to furnish all materials and to perform all labor as specified and described in the said Specifications for the following sums:

BASE BID: Buildings Demolition

Equipment and Labor, for the sum of _____
_____ Dollars (\$_____)

Site Restoration, for the sum of _____
_____ Dollars (\$_____)

Contingency, in the amount of 10% of the Base Bid price. _____
_____ Dollars (\$_____)

Total sum of _____
_____ Dollars (\$_____)

ESTIMATED STARTING DATE: _____

EXCEPTIONS TO BID SPECIFICATIONS - LIST ALL ITEMS BELOW

OWNER'S RIGHTS

Owner reserves the right to accept or reject any or all Bids, or parts thereof, to waive any informalities, formalities, or irregularities in the Bid, and to award the Contract to other than the low Bidder.

BID ACCEPTANCE

The undersigned agrees that his/her Bid may be accepted by the Owner at any time within fourteen (30) calendar days from date of opening of the Bids and will not be withdrawn during the sixty (60) calendar day period.

PERFORMANCE AND PAYMENT BOND

**BID GUARANTY AND
CONTRACT BOND**
Section 153.571 ORC

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned (name and address)

_____, as

principal and (name of surety) _____

as sureties, are hereby held and firmly bound as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as Demolition of 60 South Walnut Street for the City of London.

The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate bids made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of _____ dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, 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 for Demolition of 60 South Walnut Street.

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

Now also, if the said obligee shall well and faithfully do and perform the things agreed by to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materials suppliers, 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 materials supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall

remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

Signed and sealed this ___ day of _____, 2022.

Principal

By: _____

Title: _____

Surety: _____

BY _____

Attorney-in-Fact

Surety Company Address:

_____ phone

Surety Agent's Address

_____ phone

SOLE PROPRIETORSHIP OR PARTNERSHIP

(Individual Principal Signature)

(Print Name of Individual Principal Signature)

(Business Address)

CORPORATION

(Corporate Principal Signature)

(Print Name of Corporate Principal)

(Title of Corporate Principal)

(Business Address)

AFFIX CORPORATE SEAL

SURETY COMPANY

(Corporate Surety Signature)

(Print Name of Corporate Surety Signature)

(Name of Surety Company)

(Surety Company Address)

Power of Attorney for person signing for Surety Company
must be attached to the Bond

AFFIX CORPORATE SEAL

This form must be completed and returned with your Bid/Proposal Surety Company Form may replace this form.

ALTERNATIVE BID GUARANTEE FORM
FOR USE WITH CERTIFIED CHECK OR BANK DRAFT AS BID GUARANTEE

Note to Bidder: This alternate Bid Guarantee form is to be used if the bid guarantee is a certified check or bank draft in lieu of a bid bond issued through a surety company. If the Bidder is using a surety, this Alternate Bid Guarantee form should **NOT BE USED**. Instead, the Bidder should use the surety bid bond form which is supplied with this bid manual.

_____, as Principal; and Bidder, by and through its authorized representative as
(Name of Bidder)
indicated below, agrees and acknowledges that it is bound to

The City of London in the sum of _____ Dollars (\$ _____), as evidenced by the attached certified check in that same amount, which sum shall be paid to The City of London if the attached bid for the **Demolition and Disposal of Structures Located at 60 S. Walnut Street** shall be accepted and the proposed Contract awarded to Principal and Principal shall fail to execute the Contract and bond or bonds for the faithful performance of such Contract and the payment of all labor and material bills as specified in the notice inviting Bids or Proposals and/or the project manual; otherwise, the bond provided in the form of a certified check payable to the City of London shall be returned to Principal and the obligation set forth herein shall be deemed satisfied and discharged as to the bid bond requirement.

Sealed with our seal dated: _____

Principal _____

By: _____

PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN/WOMEN BY THESE PRESENT: That We, the Undersigned _____
_____ as principal and hereby held and firmly bound
unto THE CITY OF LONDON in the penal sum of _____
_____ Dollars (\$ _____) for the
payment of which well and truly be made, we hereby jointly and severally bind ourselves, our
heirs, executors, administrators, successors and assigns by these present.

SIGNED THIS _____ DAY OF _____, 20__

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, THAT WHEREAS, the above-named principal
did on ___ day of _____, 20_____, enter into a contract with the City of London which said contract is made
a part of this bond, the same as though set forth herein:

NOW, if the said _____ shall well and
faithfully do and perform according to the terms of said contract; and shall pay all lawful claims of
Subcontractors, Materialmen, or 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 Materialmen or laborer having a just claim, as well as for
the oblige 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.

AND, the said surety, for value received, hereby stipulates and agrees that no change, extension
of time, alteration or addition to the terms of the contract or to the work to be performed under
the Specifications accompanying the same shall in any wise affect its obligation on this bond, and it
does hereby waive notice of any such change, extension of time, alteration or addition to the terms
of the contract or to the work or to the Specifications.

PRINCIPAL _____

SURETY _____

SURETY _____

The rate of premium on this bond is \$ _____

per thousand, the total amount of premium charge is \$ _____.

(Power of Attorney for person signing for Surety Company **MUST BE ATTACHED**)

DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

State of Ohio

County Of: _____

Bid Identification: _____

Contractor _____, being
first duly sworn, deposes and says that he/she is _____
of _____. (Sole owner, a partner, president, secretary, etc.)

the party making the foregoing bid; hereby affirms under oath, pursuant to Section
5719.042 of the Ohio Revised Code, that at the time the bid was submitted, my company
(was) (was not) charged with delinquent personal property taxes on the General Tax List
of Personal property _____ County, Ohio
(State location of personal property)

If such charge for delinquent personal property taxes exists on the General Tax List of
Personal Property, the amount of such due and unpaid delinquent taxes, including due
and unpaid penalties and interest shall be set forth below:

Delinquent Personal Property Tax..... \$ _____
Penalties..... \$ _____
Interest..... \$ _____

Signed: _____
(bidder)

Subscribed and sworn before me this _____ day of _____ 20____

Seal of Notary:

(Notary)

FORM OF NON-COLLUSION AFFIDAVIT

(Bidders must complete this page)

STATE OF OHIO

COUNTY OF _____ SS:

_____ being first duly sworn, deposes and says that he is

(Sole owner, a partner, president, sec., etc.)

of the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not concluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put a sham bid, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said price of that of any other bidder, or to secure any advantage against the CITY OF LONDON or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative to any association or to any member or agent thereof.

(affiant)

Sworn to and subscribed before me

This _____ day of _____ 20____

Notary Public

_____ County, Ohio

My commission expires:

(Seal)

Bid Alternate #1

Please add the cost to compact the soil to a 95% compaction rate. Compaction testing will be the responsibility of the bidder. All soil reports confirming compaction must be submitted to the Safety Service Director at completion.

Alternate Bid #1 - Backfill

Cost to compact the soil to a 95% compaction rate:

\$ _____