

BID SPECIFICATIONS
FOR
DEMOLITION AND DISPOSAL OF RESIDENTIAL STRUCTURES
LOCATED AT 8868 FALLS LANE
IN THE
CITY OF BROADVIEW HEIGHTS, OHIO



Prepared by:
Gary Yelenosky
City Engineer

March 2021

REQUEST FOR PROPOSAL

Sealed bids will be received by the City of Broadview Heights at the office of the Mayor, Broadview Heights City, 9543 Broadview Road, Broadview Heights, Ohio 44147, on the 9th of April 2021 until 12:00 Noon current local time for the

**Demolition and Disposal of Structures
Located at
8868 Falls Lane Broadview Heights, Ohio 44147**

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 Broadview Heights.

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 Broadview Heights 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.

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

The City of Broadview Heights recently purchased 8868 Falls Lane Broadview Heights, Ohio 44147, Permanent Parcel 58403039. The City of Broadview Heights wishes to have two buildings demolished and debris removed.

SCOPE OF WORK

Building #1 (residential house) and Building #2 (shed) 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 a minimum of twenty-four inches (24") below all concrete slabs to remove all concrete slabs and footers. All utilities shall be capped at the right-of-way.

The property (approximately .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. All mature trees located on property shall be protected, preserved and the root systems not disturbed.

The estimated half (.5) acre 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 Engineer.

1. Building #1 is a single family ranch home with a basement.
2. Building #2 is a small storage shed.

The following details are to be considered in the demolition:

- a) All utilities have been turned off by the City of Broadview Heights. 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 and/or 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.
- c) During the demolition process, a temporary chain link fence shall be installed at the North, South and East perimeters of the property.
- d) Any damage to existing sidewalk or adjacent parking lot pavement shall be the responsibility of the Bidder to repair or replace.
- e) One (1) drive aprons exist as egress to the property. The apron shall be used by the Bidder for equipment delivery. Upon completion, the apron shall be removed.
- f) 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.
- g) Provide silt fence around the site prior to any demolition or site grading to control water run-off.

- h) Each Bidder may arrange for a site visit by contacting Gary Yelenosky, City Engineer, at 440-838-4705. The visit will be by appointment Monday through Thursday, 9:00 a.m. to Noon, prior to the Bid deadline.
- i) 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.
- j) 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.

Asbestos: 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 Engineer.

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.

Storage or Sale: Removed items or materials from site will not be permitted to be stored or sold.

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 (upon execution of Agreement)	10%
b) Substantial Completion (30 days)	40%
c) Final Closeout	<u>50%</u>
Total	100%

A four percent (4%) 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 Engineer and Building Commissioner when all conditions of the Contract Specifications are completed.

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)**

_____, 2021

Submitted by:

(Contracting Firm)

To: The City of Broadview Heights
Office of the Mayor
9543 Broadview Road
Broadview Heights, Ohio 44147

Having read the Specifications titled Demolition and Disposal of Structures Located at 8868 Falls Lane in the City of Broadview Heights, Ohio prepared by City Official Gary Yelenosky, City Engineer, 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 sixty (60) calendar days from date of opening of the Bids and will not be withdrawn during the sixty (60) calendar day period.

BID BOND

We, the undersigned principal and surety, acknowledge ourselves jointly and severally bound to **The City of Broadview Heights**, in the sum of _____ Dollars (\$ _____)

to be paid to the City of Broadview Heights if the attached Bid for the **Demolition and Disposal of Structures Located at 8868 Falls Lane** 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 Proposals and/or Specifications; otherwise, this obligation shall be void and of no force and effect.

Sealed with our seals dated _____

SOLE PROPRIETORSHIP OR PARTNERSHIP

(Individual Principal Signature)

(Print Name of Individual Principal)

(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
(Name of Bidder)
authorized representative as indicated below, agrees and acknowledges that it is bound to

The City of Broadview Heights 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 Broadview
Heights if the attached bid for the **Demolition and Disposal of Structures Located at
8868 Falls Lane** 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 Broadview Heights 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 BY THESE PRESENT: That We, the Undersigned _____, as principal and hereby held and firmly bound unto THE CITY OF BROADVIEW HEIGHTS 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 Broadview Heights 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 clam, 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 _____
(sole owner, a partner, president, secretary, etc.)
of _____,

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 for _____ 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 BROADVIEW HEIGHTS 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 _____, 2012.

NOTARY PUBLIC

_____ COUNTY, OHIO

My commission expires:

(SEAL)
