

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** THE CONTRACTING AGENCY, PERRY COUNTY LAND REUTILIZATION CORPORATION (ALSO TERMED THE "PERRY COUNTY LAND BANK"), INVITES BIDS ON THE FORM ATTACHED HERETO, ALL BLANKS OF WHICH MUST BE APPROPRIATELY FILLED IN. BIDS WILL BE RECEIVED BY THE LAND BANK UNTIL 10:00am Thursday April 20, 2023 at said ADDRESS AND BE PUBLICLY OPENED AND READ ALOUD BY A LAND BANK BOARD COMMITTEE MEETING IN THE OFFICE OF THE PERRY COUNTY COMMISSIONERS. THE ENVELOPES CONTAINING THE BIDS ***MUST BE SEALED***, ADDRESSED TO THE PERRY COUNTY LAND BANK, AND DESIGNATED AS A BID FOR: ***DEMOLITION PROJECT*** 2023-1. BIDS MUST BE HAND DELIVERED TO THE PERRY COUNTY AUDITOR'S OFFICE. NO MAILED OR FAXED SUBMISSIONS WILL BE ACCEPTED.

THE LAND BANK MAY CONSIDER UNACCEPTABLE ANY BID NOT PREPARED AND SUBMITTED IN ACCORDANCE WITH THE PROVISIONS HEREOF AND RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR REJECT ANY AND ALL BIDS. ANY BID MAY BE WITHDRAWN PRIOR TO THE ABOVE SCHEDULED TIME FOR THE OPENING OF BIDS OR AUTHORIZED POSTPONEMENT THEREOF. ANY BID RECEIVED AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED. ***CONTRACTOR UNDERSTANDS THAT THE LAND BANK WILL NOT ACCEPT BIDS FROM ANY CONTRACTOR WHO HAS ANY INCOMPLETE DEMOLITION(S) FIFTEEN (15) DAYS PAST CONTRACT TERMINATION DATE FROM PREVIOUSLY SIGNED CONTRACTS.***

LAND BANK MAY AWARD THE DEMOLITION CONTRACT FOR THE PROJECT TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER ON THE PROJECT.

2. **CONTRACTOR FORMS:** EACH CONTRACTOR IS REQUIRED TO SUBMIT TO THE LAND BANK FOR LAND BANK TO KEEP ON FILE A W-9, CONTRACTOR VERIFICATION FORM, NON-COLLUSION AFFIDAVIT, THE CONFLICT OF INTEREST FORM, THE DRUG FREE WORKPLACE NOTIFICATION, CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY, PROOF OF WORKER'S COMPENSATION AND A COPY OF REQUIRED INSURANCE PAPERS. ALL OF THE ABOVE MENTIONED FORMS MUST BE DATED WITHIN THE YEAR THE WORK IS BEING COMPLETED. IF THE REQUIRED FORMS ARE NOT ON FILE, THE CONTRACTOR MUST SUBMIT FORMS IN ELECTRONIC FORMAT BEFORE THE CONTRACT WILL BE SIGNED BY THE LAND BANK.
3. **PREPARATION OF BID:** EACH BID MUST BE SUBMITTED ON THE PRESCRIBED FORM AND ACCOMPANIED BY THE **BID SECURITY** AND **AFFIDAVIT REGARDING DEMOLITION SPECIFICATIONS**. ALL BLANK SPACES FOR BID PRICES MUST BE FILLED IN, IN INK OR TYPE-WRITTEN, IN BOTH WORDS AND FIGURES, AND THE FOREGOING CERTIFICATIONS MUST BE FULLY COMPLETED AND EXECUTED WHEN SUBMITTED. IN CASE OF DISCREPANCIES OF WRITTEN WORDS OR FIGURES, THE PRICES WRITTEN IN WORDS SHALL GOVERN.

EACH BID MUST BE SUBMITTED IN A SEALED ENVELOPE, BEARING ON THE OUTSIDE, THE NAME OF THE BIDDER, HIS/HER ADDRESS, AND THE NAME OF THE PROJECT FOR WHICH THE BID IS SUBMITTED. PLEASE HAND DELIVER TO THE **PERRY COUNTY AUDITOR OFFICE**.

4. **METHOD OF BIDDING:** LAND BANK INVITES A LUMP SUM BID ON THE PROJECT AS INDICATED IN THE BID FORM. BIDDER MUST BID ON THE ENTIRE PROJECT IN ORDER FOR THE BID TO BE CONSIDERED FOR THE PROJECT. ***ONE CONTRACT WILL BE EXECUTED FOR THE PROJECT BY THE SUCCESSFUL BIDDER, AFTER ACCEPTANCE BY THE LAND BANK. THEREFORE, THE PROJECT NEEDS TO HAVE ONE BID SECURITY AND ONE PERFORMANCE BOND ENCOMPASSING THE ENTIRE PROJECT.***

5. **QUALIFICATION OF BIDDER:** LAND BANK MAY MAKE SUCH INVESTIGATIONS AS IT DEEMS NECESSARY TO DETERMINE THE ABILITY OF THE BIDDER TO PERFORM THE WORK, AND THE BIDDER SHALL FURNISH TO THE LAND BANK ALL SUCH INFORMATION AND DATA FOR THIS PURPOSE AS THE LAND BANK MAY REQUEST. LAND BANK RESERVES THE RIGHT TO REJECT ANY BID IF THE EVIDENCE SUBMITTED BY, OR INVESTIGATION OF, SUCH BIDDER FAILS TO SATISFY THE LAND BANK THAT SUCH BIDDER IS PROPERLY QUALIFIED TO CARRY OUT THE OBLIGATIONS OF THE CONTRACT AND TO COMPLETE THE WORK CONTEMPLATED THEREIN. CONDITIONAL BIDS WILL NOT BE ACCEPTED.
6. **BID SECURITY:** EACH BID MUST BE ACCOMPANIED BY LETTER OF CREDIT, CASHIER'S CHECK, CERTIFIED CHECK OF THE BIDDER, OR A BID BOND PREPARED ON THE FORM OF THE BID BOND DULY EXECUTED BY THE AMOUNT OF 10% OF THE BID. SUCH LETTERS, CHECKS OR BID BONDS WILL BE RETURNED TO ALL EXCEPT THE THREE LOWEST BIDDERS WITHIN THIRTY (30) DAYS AFTER THE OPENING OF THE BIDS, AND THE REMAINING LETTERS, CHECKS OR BID BONDS WILL BE RETURNED PROMPTLY AFTER THE LAND BANK AND THE ACCEPTED BIDDER HAVE EXECUTED THE CONTRACT, OR, IF NO AWARD HAS BEEN MADE WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE OPENING OF BIDS, UPON DEMAND OF THE BIDDER AT ANY TIME THEREAFTER, SO LONG AS HE/SHE HAS NOT BEEN NOTIFIED OF THE ACCEPTANCE OF HIS/HER BID.
7. **AWARD OF BID:** BID WILL BE AWARDED AT APPROXIMATELY 10:00am Thursday April 20, 2023 AT THE BOARD MEETING LOCATED AT THE PERRY COUNTY COMMISSIONERS OFFICE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BID CONTINGENT UPON APPROVAL OF THE BOARD OF DIRECTORS AUTHORIZING THE DEMOLITION OF EACH PROPERTY IN THIS PROJECT. CONTRACTOR AGREES TO SIGN THE CONTRACT WITHIN THREE (3) DAYS FROM NOTICE THAT THE CONTRACT IS READY FOR SIGNATURES. THE LAND BANK SHALL CONSIDER ALL OF THE CONTRACTOR'S RIGHTS ARISING OUT OF THE LAND BANK'S ACCEPTANCE OF THE BID AS ABANDONED AFTER A THREE (3) DAY PERIOD IF THE CONTRACT IS NOT SIGNED BY THE CONTRACTOR. THE LAND BANK MAY OFFER THE CONTRACT TO THE NEXT LOWEST BIDDER. **CONTRACTOR UNDERSTANDS THAT THE LAND BANK WILL NOT ACCEPT BIDS FROM ANY CONTRACTOR WHO HAS ANY INCOMPLETE DEMOLITION(S) FIFTEEN (15) DAYS PAST CONTRACT TERMINATION DATE FROM PREVIOUSLY SIGNED CONTRACTS.** THE DEMOLITION OF PROPERTY CANNOT BEGIN UNTIL TEN (10) DAY EPA NOTICES HAVE BEEN FILED AND COMPLETED, ALSO ALL APPLICABLE TERMS AND CONDITIONS LISTED HEREIN HAVE BEEN MET.
8. **CONDITIONS OF WORK:** EACH BIDDER MUST INFORM HIMSELF/HERSELF FULLY OF THE CONDITIONS RELATING TO THE PROJECT AND THE EMPLOYMENT OF LABOR THEREON. FAILURE TO DO SO WILL NOT RELIEVE A SUCCESSFUL BIDDER OF HIS/HER OBLIGATION TO FURNISH ALL MATERIAL AND LABOR NECESSARY TO CARRY OUT THE PROVISIONS OF HIS/HER CONTRACT. INsofar AS POSSIBLE, THE CONTRACTOR IN CARRYING OUT THE WORK MUST EMPLOY SUCH METHODS OR MEANS AS WILL NOT CAUSE ANY INTERRUPTION OF OR INTERFERENCE WITH THE WORK OF ANY OTHER CONTRACTOR.
9. **OBLIGATION OF BIDDER:** AT THE TIME OF THE OPENING OF BIDS, EACH BIDDER WILL BE PRESUMED TO HAVE INSPECTED THE SITES AND TO HAVE READ AND TO BE THOROUGHLY FAMILIAR WITH ALL BID AND CONTRACT DOCUMENTS (INCLUDING ALL EXHIBITS). THE FAILURE OR OMISSION OF ANY BIDDER TO EXAMINE ANY FORM, INSTRUMENT OR DOCUMENT SHALL IN NO WAY RELIEVE ANY BIDDER FROM ANY OBLIGATION IN RESPECT OF HIS/HER BID.
10. **EXAMINATION OF SITE:** EACH BIDDER SHALL INSPECT ANY SITE OF THE PROPOSED WORK AND JUDGE FOR HIMSELF/HERSELF AS TO ALL THE CIRCUMSTANCES AFFECTING THE COST AND PROGRESS OF THE WORK AND SHALL ASSUME ALL PATENT AND LATENT RISKS IN CONNECTION HERewith.

11. **SOIL CONDITIONS:** SUBJECT TO THE CONVENIENCE OF THE LAND BANK, PROSPECTIVE BIDDERS WILL BE PERMITTED TO EXPLORE THE SITE BY MAKING BORINGS OR DIGGING TEST PITS. IN SUCH AN EVENT, THE WORK SHALL BE DONE AT THE SOLE EXPENSE AND RISK OF THE BIDDER, AND HE/SHE SHALL MAINTAIN AND RESTORE THE SITE TO ORIGINAL CONDITION. THE LAND BANK DOES NOT GUARANTEE THE CONDITIONS OF THE SOIL THAT MAY BE ENCOUNTERED IN THE PROSECUTION OF THE PROPOSED WORK, NOR DOES THE LAND BANK REPRESENT THAT THE SPECIFICATIONS DRAWN ARE BASED UPON ANY DATA SO OBTAINED. THE LAND BANK DOES NOT MAKE ANY REPRESENTATION AS TO THE SOIL WHICH MAY BE ENCOUNTERED OR OF SOIL OR WATER WHICH UNDERLIES THE WORK OR IS ADJACENT THERETO, INCLUDING ANY DIFFICULTIES THAT MAY BE DUE TO QUICKSAND, OR OTHER UNFAVORABLE CONDITIONS THAT MAY BE ENCOUNTERED IN THE WORK, WHETHER APPARENT UPON SURFACE INSPECTION OR DISCLOSED IN THE PROCESS OF CARRYING FORWARD THE WORK.
12. **FINAL GRADE, SEED AND STRAW:** IT IS THE DESIRE OF THE LAND BANK THAT WE LEAVE OUR DEMOLITION SITES IN A CONDITION THAT IMPROVES THE VISUAL APPEARANCE AND VALUE OF THE PROPERTY AND SURROUNDING NEIGHBORHOODS. SITE MUST BE FREE FROM DEBRIS, TIRES, ROCKS, AND OTHER FOREIGN MATERIALS. SITE GRADE MUST MATCH EXISTING GRADE UNLESS OTHERWISE INSTRUCTED. CONTRACTORS **MUST** USE SPECIFIED GRASS SEED PROVIDED BY THE LAND BANK.
13. **WORKING FACILITIES:** THE BIDDERS MUST FULLY APPRISE THEMSELVES OF THE CONDITIONS AND DIFFICULTIES THAT MAY BE ENCOUNTERED IN THE EXECUTION OF THE WORK AT THIS SITE.
14. **ADDENDA AND INTERPRETATIONS:** NO OFFICIAL INTERPRETATION OF SPECIFICATIONS OR OTHER PRE-BID DOCUMENTS WILL BE MADE TO ANY BIDDER ORALLY. EVERY REQUEST FOR SUCH INTERPRETATION SHOULD BE SUBMITTED IN AN EMAIL TO: drew.cannon@perrycountyohio.net TO BE GIVEN CONSIDERATION. ANY AND ALL SUCH INTERPRETATIONS AND ANY SUPPLEMENTAL INSTRUCTIONS WILL BE IN THE FORM OF WRITTEN ADDENDA TO THE SPECIFICATIONS WHICH, IF ISSUED, WILL BE DISTRIBUTED BY EMAIL ONLY, NOT LATER THAN THREE (3) DAYS PRIOR TO THE DATE FIXED FOR THE OPENING OF BIDS. FAILURE OF ANY BIDDER TO RECEIVE ANY SUCH ADDENDUM OR INTERPRETATION SHALL NOT RELIEVE SUCH BIDDER FROM ANY OBLIGATION UNDER HIS/HER BID AS SUBMITTED. ALL ADDENDA(S) SO ISSUED SHALL BECOME PART OF THE CONTRACT DOCUMENTS.
15. **WATER SUPPLY:** ALL WATER FOR DEMOLITION PURPOSES, AS WELL AS THE EXPENSE OF HAVING WATER CONVEYED ABOUT THE WORK, MUST BE PROVIDED BY THE BIDDER AND THE COST OF THIS WORK SHALL BE INCLUDED IN THE PRICE STIPULATED FOR THE WORK TO BE DONE UNDER THIS CONTRACT.
16. **INSPECTIONS:** CONTRACTOR IS RESPONSIBLE TO OBTAIN ALL REQUIRED SIGNATURES ON DEMOLITION INSPECTION SHEET AND SUBMIT SAID SHEET WITH FINAL INVOICE.
17. **POST DEMO SITE CONDITION:** IT IS THE DESIRE OF THE PERRY COUNTY LAND BANK THAT WE LEAVE OUR DEMOLISHED HOME SITES IN A CONDITION THAT IMPROVES THE VISUAL APPEARANCE AND VALUE OF THE PROPERTY AND SURROUNDING NEIGHBORHOODS.

ALL FOUNDATION MATERIAL MUST BE REMOVED INCLUDING MASONRY, STOVE CONCRETE, TILE BANK-RUN GRAVEL, BRICK, WOOD, PLASTICS, OLD PLASTER, FLOOR TILE, AND SIMILAR RUBBLE UNLESS SPECIFIED.

ALL FILL MATERIAL MUST BE CLEAN AND FREE OF DEBRIS, GARBAGE, TILE, BLOCK, CERAMIC, WOOD, BRICK, LARGE ROCKS, PLANTS, ETC. ***FILL MUST MEET LAND BANK STANDARDS.***

TWO INCHES OF SCREENED CLEANED SOIL (SOIL FREE FROM ALL DEBRIS WITH ROCKS NO LARGER THAN ¾ INCH IN DIAMETER) OR GRADED AND RAKED/SOIL PREPARATOR **MUST** BE USED FOR FINAL GRADE OF SITE TO INSURE GRADE IS **SMOOTH AND LEVEL**, FREE OF ALL TREE ROOTS, RUTS, DIVOTS, FREE FROM ALL TIRE AND EXCAVATOR TRACKS AND SITE MUST BE FREE FROM ALL VOIDS. SITE GRADE MUST MATCH EXISTING GRADE UNLESS OTHERWISE SPECIFIED.

CONTRACTORS **MUST** USE A GRASS SEED MIXTURE TO BE SPECIFIED BY THE LAND BANK.

IF WEATHER DOES NOT PERMIT THE FINAL GRADE, SEED AND STRAW, THE LAND BANK WILL WITHHOLD TWENTY (20%) PERCENT OF TOTAL BID PRICE UNTIL WORK HAS BEEN COMPLETED.

18. **SIGNATURE OF BIDDERS:** THE FIRM, CORPORATE OR INDIVIDUAL NAME OF THE BIDDER MUST BE SIGNED IN INK IN THE SPACE PROVIDED FOR THE SIGNATURES ON THE PROPOSED BLANKS. IN CASE OF A CORPORATION, THE TITLE OF THE OFFICER SIGNING MUST BE STATED AND SUCH OFFICER MUST BE THEREUNTO DULY AUTHORIZED AND THE SEAL OF SAID CORPORATION DULY AFFIXED. IN THE CASE OF A PARTNERSHIP, THE SIGNATURE OF AT LEAST ONE OF THE PARTNERS MUST FOLLOW THE FIRM NAME, USING THE TERM "MEMBER OF THE FIRM". IN THE CASE OF A LIMITED LIABILITY COMPANY ("LLC"), THE SIGNATURE OF AT LEAST ONE OF THE MEMBERS MUST FOLLOW THE COMPANY NAME, USING THE TERM "AUTHORIZED MEMBER OF THE COMPANY". IN THE CASE OF AN INDIVIDUAL, USE THE TERMS "DOING BUSINESS AS", OR "SOLE OWNER". THE BIDDER SHALL FURTHER STATE, IN HIS/HER PROPOSAL, THE NAME AND ADDRESS OF EACH PERSON OR CORPORATION INTERESTED THEREIN.
19. **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. **A BID SECURITY IN THE AMOUNT OF AT LEAST TEN (10%) PERCENT OF THE BID FOR THE PROJECT.**
 - b. **A PERFORMANCE BOND IN THE AMOUNT OF ONE HUNDRED (100%) PERCENT OF THE PROJECT CONTRACT PRICE.**
 - c. INSURANCE REQUIREMENTS.
 - d. REQUIREMENT THAT ALL SUBCONTRACTORS BE APPROVED BY THE MUNICIPALITY WHERE THE DEMOLITION WILL BE TAKING PLACE.
 - e. TIME-FOR-COMPLETION AND LIQUIDATED DAMAGES REQUIREMENTS.
 - f. SAFETY STANDARDS.
20. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** UPON AWARD OF THE CONTRACT, BUT PRIOR TO ITS EXECUTION, THE CONTRACTOR SHALL SUBMIT ALL OF THE FOLLOWING DOCUMENTS, COMPLETED AS REQUIRED (SEE THE NOTICE OF AWARD/NOTICE TO PROCEED).
 - a. ACCEPTANCE OF NOTICE OF AWARD/NOTICE TO PROCEED.
 - b. CONTRACT DOCUMENTS.
 - c. **A PERFORMANCE BOND IN THE AMOUNT OF ONE HUNDRED (100%) PERCENT OF THE PROJECT CONTRACT PRICE.**
 - d. THE CONTRACTOR SHALL NOTIFY THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) BY FILLING OUT THE NOTIFICATION OF DEMOLITION AND RENOVATION AND PROVIDE THE LAND BANK WITH A COPY OF SAID FORM.
 - e. COMPLETED AFFIDAVIT REGARDING DEMOLITION SPECIFICATIONS.
21. **OBLIGATIONS UPON COMPLETION OF CONTRACT:** UPON COMPLETION OF THE

CONTRACT, BUT PRIOR TO PAYMENT, THE CONTRACTOR SHALL SUBMIT ALL, **IN ELECTRONIC FORM** OF THE FOLLOWING DOCUMENTS

- a. COMPLETE INVOICE.
- b. BEFORE, DURING, FOUNDATION, SEWER TAP AND AFTER PICTURES.
- c. COPY OF OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) NOTICE.
- d. ASBESTOS WASTE RECORDS.
- e. WASTE REMOVAL RECORDS.
- f. COMPLETED CONTRACTOR FINAL INVOICE, RELEASE OF LIENS AND WARRANTY FORM.
- g. COMPLETED INSPECTION SIGNATURE SHEET.

22. **FOREIGN CORPORATIONS AND CONTRACTORS:**

A. 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 NON-RESIDENT OF THIS STATE, SUCH PERSON 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 TO ENFORCE THE BOND(S) OF THIS PROJECT UNDER SECTIONS 4123.94, INCLUSIVE OF THE REVISED CODE.

SUBMIT WITH BID PACKAGE – BID GUARANTY

KNOW ALL THOSE BY THESE PRESENTS, THAT WE, THE UNDERSIGNED

(NAME AND ADDRESS)

AS PRINCIPAL AND _____ AS SURETY ARE HEREBY HELD AND FIRMLY BOUND UNTO THE PERRY COUNTY LAND REUTILIZATION CORPORATION AS OBLIGEE IN THE PENAL SUM OF TEN (10%) PERCENT OF THE DOLLAR AMOUNT OF THE TOTAL PROJECT SUBMITTED BY THE PRINCIPAL TO THE OBLIGEE ON _____ , _____ TO UNDERTAKE DEMOLITIONS AS _____ .

THE PENAL SUM REFERRED TO HEREIN SHALL BE TEN (10%) PERCENT OF THE DOLLAR AMOUNT OF THE PRINCIPAL’S TOTAL BID TO THE OBLIGEE, 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 BE LESS THAN TEN (10%) PERCENT OF THE TOTAL PROJECT BID FOR THE PRINCIPAL OF: _____ DOLLARS (\$ _____).

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 CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH THAT WHEREAS THE ABOVE NAMED PRINCIPAL HAS SUBMITTED A BID ON THE ABOVE REFERENCED PROJECT:

NOW, THEREFOR, 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, AND SPECIFICATIONS; AND IN THE EVENT THE PRINCIPAL PAYS TO THE OBLIGEE THE DIFFERENCE OF THE TEN (10%) PERCENT 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, AS AUTHORIZED BY LAW, 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 WILL PAY THE OBLIGEE THE DIFFERENCE OF TEN (10%) PERCENT OF THE PENALTY HEREOF BETWEEN THE AMOUNT SPECIFIED IN THE BID, OR THE COSTS, IN CONNECTION WITH THE RESUBMISSION, OF PRINTING NEW CONTRACT DOCUMENT, 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 OBLIGEE ACCEPTS THE BID OF THE PRINCIPAL AND THE PRINCIPAL WITHIN TEN (10) DAYS AFTER THE AWARDED OF THE CONTRACT ENTERS INTO A PROPER CONTRACT AND FURNISHES THE PERFORMANCE BOND IN ACCORDANCE WITH BID DOCUMENTS AND THE APPLICABLE PLANS, DETAILS, AND SPECIFICATIONS.

SIGNATURE

TO THE BEST OF MY KNOWLEDGE, THE INFORMATION PROVIDED IN THIS APPLICATION IS TRUE AND IN COMPLIANCE WITH THE LAND BANK POLICIES AND PROCEDURES. I UNDERSTAND THAT THE LAND BANK STAFF WILL REVIEW THIS REQUEST AND CONFIRM THAT IT IS IN COMPLIANCE WITH THESE POLICIES AND PROCEDURES, AS WELL AS EXISTING LAND BANK AND NEIGHBORHOOD PLANS. I ALSO UNDERSTAND THAT THIS FORM IS A STATEMENT ON INTEREST ONLY. SUBMITTING IT DOES **NOT** COMMIT THE LAND BANK TO TRANSFER PROPERTY.

SIGNATURE OF APPLICANT: _____ DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS _____ DAY OF _____ , _____

NOTARY PUBLIC

SUBMIT WITH BID PACKAGE

AFFIDAVIT REGARDING DEMOLITION SPECIFICATIONS

STATE OF OHIO, PERRY COUNTY

BID IDENTIFICATION _____

CONTRACTOR _____, BEING DULY SWORN, DEPOSES AND SAYS THAT HE/SHE IS _____ (SOLE OWNER, A PARTNER, MEMBER, PRESIDENT, SECRETARY, ETC.) OF _____, THE PARTY MAKING THE FORGOING BID; THAT CONTRACTOR HAS RECEIVED AND READ DEMOLITION SPECIFICATIONS

BEFORE BIDDING WHICH INCLUDED BUT NOT LIMITED TO:

- **DEMOLITION CONTRACT (WITH IMPORTANT SPECIFICATIONS; AVAILABLE ON THE LAND BANK WEBSITE)**
 - ✓ EXHIBIT A (BUILDING AND STRUCTURE DEMOLITION SPECIFICATIONS)
 - ✓ EXHIBIT B (SITE RESTORATION SPECIFICATIONS)
 - ✓ EXHIBIT C (SEEDING REQUIREMENTS)
- **WATER, WELL, AND SEWER SYSTEMS (INCLUDED BELOW)**
- **SCOPE OF WORK (INCLUDED BELOW)**

SIGNATURE OF APPLICANT: _____ DATE: _____

SUBSCRIBED AND SWORN TO BEFORE ME _____ DAY OF _____, _____ THIS _____

NOTARY PUBLIC

DATE _____

PROPOSAL OF _____ (HEREINAFTER CALLED "BIDDER") A CORPORATION OR A LIMITED LIABILITY COMPANY, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF OHIO, A PARTNERSHIP, OR AN INDIVIDUAL DOING BUSINESS AS _____.

TO THE PERRY COUNTY LAND REUTILIZATION CORPORATION (HEREINAFTER CALLED "LAND BANK"):

THE BIDDER, IN COMPLIANCE WITH YOUR INVITATION FOR BIDS FOR THE DEMOLITION WORK AS INDICATED IN THE BID DOCUMENTS, INCLUDING WITHOUT LIMITATION, THE DEMOLITION CONTRACT, FOR THE PROPOSED WORK AND BEING FAMILIAR WITH ALL OF THE CONDITIONS SURROUNDING THE DEMOLITION PROJECT INCLUDING THE AVAILABILITY OF THE PROJECT, OF THE MATERIALS AND LABOR, HEREBY PROPOSED TO FURNISH ALL LABOR, MATERIALS, AND SUPPLIES, AND TO PERFORM THE WORK IN ACCORDANCE WITH THE BID AND CONTRACT DOCUMENTS, WITHIN THE TIME SET FORTH HEREIN, AND AT THE PRICES STATED. THESE PRICES ARE TO COVER ALL EXPENSES INCURRED IN PERFORMING THE WORK REQUIRED UNDER THE CONTRACT DOCUMENTS, OF WHICH THIS PROPOSAL IS A PART.

THE BIDDER HEREBY AGREES TO COMMENCE WORK UNDER THE CONTRACT ON OR BEFORE A DATE TO BE SPECIFIED IN THE WRITTEN "NOTICE TO PROCEED" OF THE LAND BANK. THE CONTRACTOR SHALL COMPLETE THE WORK WITHIN TWENTY-EIGHT (28) DAY THEREAFTER (THE "TERMINATION DATE"), UNLESS THE CONTRACTOR HAS REQUESTED **IN WRITING AND EXTENSION** OF THE CONTRACT BEYOND THE TERMINATION DATE FOR GOOD CAUSE AND THE CONTRACTOR AND THE LAND BANK HAVE CONSENTED IN WRITING TO SUCH EXTENSION, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. ANY EXTENSION OF THE CONTRACT SHALL BE MADE TO A SPECIFIED DATE (THE "EXTENSION DATE"). **EXTENSION OF TIME REQUEST MUST BE RECEIVED PRIOR TO THE TERMINATION DATE.** IT IS AGREED THAT TIME IS OF THE ESSENCE UNDER THE CONTRACT. THERE SHALL BE DEDUCTED FROM THE CONTRACT PRICE, AS AN APPLICABLE CREDIT TO THE LAND BANK, FIFTY DOLLARS (\$50.00) PER INCOMPLETE DEMOLITION* FOR EACH CONSECUTIVE CALENDAR DAY THAT THE COMPLETION OF THE DEMOLITION FOR THE SPECIFIC PROPERTY EXTENDS BEYOND THE TERMINATION DATE OR THE EXTENSION DATE, AS APPLICABLE. THE CONTRACTOR SHALL NOT BE LIABLE, HOWEVER, FOR EXCUSABLE DELAYS, WHICH INCLUDE, BUT ARE NOT LIMITED TO:

- a. ACTS OF A GOVERNMENT RESTRICTING LABOR, EQUIPMENT, OR MATERIALS BY REASON OF A DECLARED EMERGENCY;
- b. CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, LOCKOUTS, FREIGHT EMBARGOES, WEATHER CONDITIONS OF UNUSUAL SEVERITY, UNAVOIDABLE DELAY IN TRANSPORTATION, AND UNUSUAL CASUALTIES; OR
- c. WEATHER CONDITIONS OF UNUSUAL SEVERITY INCLUDING BUT NOT LIMITED TO THE FOLLOWING (ANY EXTENSION OF TIME REQUESTED FOR ANY OF THE FOLLOWING CONDITIONS MUST BE ACCOMPANIED WITH PROOF FROM THE NATIONAL WEATHER SERVICE).
 - 1. WINTER STORM WARNINGS ISSUED FOR PERRY COUNTY.
 - 2. WIND CHILL WARNING ISSUED FOR PERRY COUNTY.
 - 3. FLOOD WARNINGS ISSUED FOR AREA WHERE PROJECT PROPERTY IS LOCATED.

4. HIGH WIND WARNING ISSUED FOR PERRY COUNTY.
5. TORNADO WARNING ISSUED FOR PERRY COUNTY.
6. EXCESSIVE HEAT WARNING ISSUED FOR PERRY COUNTY.

d. CHANGES ORDERED IN THE WORK PURSUANT TO ANY CHANGE ORDER(S).

***COMPLETED DEMOLITION MEANS ALL WORK LISTED IN BID SPECIFICATIONS
(ONLY EXCEPTION IS FINAL GRADE, SEED, AND STRAW FOR NOVEMBER 1 THROUGH MAY 1 OF EACH YEAR)**

WATER, WELL, AND SEWER SYSTEMS

THE RESIDENTIAL DEMOLITION PROPERTIES MAY HAVE A PRIVATE WELL SYSTEM(S), DUG WELL(S), AND/OR CISTERN(S) LOCATED SOMEWHERE ON THE PROPERTY. THE STRUCTURE MUST BE INSPECTED PRIOR TO AND DURING THE DEMOLITION PROCESS FOR SIGNS OF OLD WATER LINES OR PRESSURE TANK(S) AS OLDER WELLS MAY BE BURIED. IF A WATER LINE IS FOUND, TRACE THE LINE TO LOCATED THE BURIED WELL SO THAT IT CAN BE ABANDONED IN ACCORDANCE WITH OHIO ADMINISTRATIVE CODE 3701-28. IF A WELL OR CISTERN IS FOUND, FOLLOW PERRY COUNTY HEALTH DEPARTMENT RULES AND REGULATIONS CONCERNING ITS DISPOSITION.

IF A WELL, CISTERN, OR SEPTIC IS CONNECTED TO ANY PROPERTY OTHER THAN THE ONE BEING DEMOLISHED OR IF THE PROPERTY BEING DEMOLISHED IS CONNECTED TO ANY OTHER PROPERTIES WELL, CISTERN, OR SEPTIC CONTACT THE VILLAGE ADMINISTRATOR.

TOTAL PROJECT COST FOR DEMOLITION PROJECT 2023 - 1 , **PROPOSED BY BIDDER:**

DOLLARS (\$ _____)

THE CONTRACTOR SHALL COMPLETE THE WORK WITHIN **TWENTY-EIGHT (28) DAYS** THEREAFTER (THE "TERMINATION DATE"), UNLESS CONTRACTOR HAS REQUESTED **IN WRITING AN EXTENSION** OF THE CONTRACT BEYOND THE TERMINATION DATE FOR GOOD CAUSE AND THE CONTRACTOR AND THE LAND BANK HAVE CONSENTED IN WRITING TO SUCH EXTENSION, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD. ANY EXTENSION OF THE CONTRACT SHALL BE MADE TO A SPECIFIED DATE (THE "EXTENSION DATE"). IT IS AGREED THAT TIME IS OF THE ESSENCE UNDER THIS CONTRACT. THERE SHALL BE DEDUCTED FROM THE CONTRACT PRICE, AS AN APPLICABLE CREDIT TO THE LAND BANK, FIFTY DOLLARS (\$50.00) FOR EACH CALENDAR DAY THAT THE COMPLETION OF THE DEMOLITION AS SPECIFIED IN THE CONTRACT EXTENDS BEYOND THE TERMINATION DATE OR THE EXTENSION DATE, AS APPLICABLE. *COMPLETED DEMOLITION MEANS ALL WORK LISTED IN THE BID SPECIFICATIONS (ONLY EXCEPTION IS FINAL GRADE, SEED, AND STRAW FROM NOVEMBER 1 THROUGH MAY 1 EACH YEAR). THE CONTRACTOR SHALL NOT BE LIABLE, HOWEVER, FOR EXCUSABLE DELAYS, WHICH INCLUDE, BUT ARE NOT LIMITED TO:

- a. ACTS OF A GOVERNMENT RESTRICTING LABOR, EQUIPMENT, OR MATERIALS BY REASON OF A DECLARED EMERGENCY;
- b. CAUSES BEYOND THE CONTROL AND WITHOUT THE FAULT OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRES, FLOODS, EPIDEMICS, QUARANTINE RESTRICTIONS, STRIKES, LOCKOUTS, FREIGHT EMBARGOES, WEATHER CONDITIONS OF UNUSUAL SEVERITY, UNAVOIDABLE DELAY IN TRANSPORTATION, AND UNUSUAL CASUALTIES; OR
- c. WEATHER CONDITIONS OF UNUSUAL SEVERITY INCLUDING BUT NOT LIMITED TO THE FOLLOWING:
 1. WINTER STORM WARNINGS ISSUED FOR PERRY COUNTY.
 2. WIND CHILL WARNING ISSUED FOR PERRY COUNTY.
 3. FLOOD WARNINGS ISSUED FOR AREA WHERE PROJECT PROPERTY IS LOCATED.
 4. HIGH WIND WARNING ISSUED FOR PERRY COUNTY.
 5. TORNADO WARNING ISSUED FOR PERRY COUNTY.
 6. EXCESSIVE HEAT WARNING ISSUED FOR PERRY COUNTY.

(ANY EXTENSION OF TIME REQUESTED FOR ANY OF THE ABOVE CONDITIONS MUST BE ACCOMPANIED WITH PROOF FROM THE NATIONAL WEATHER SERVICE)

BIDS WILL BE EVALUATED AND AWARDED TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER FOR THE PROJECT.

SINGLE TEN (10%) PERCENT BID SECURITY ON THE **TOTAL PROJECT COST** MUST BE INCLUDED IN THE BID PACKAGE.

THE ABOVE LUMP SUM PROJECT BID PRICE FOR THE LISTED PROJECT SHALL INCLUDE ALL LABOR, MATERIALS, BAILING, SHORING, REMOVAL, OVERHEAD, PROFIT, INSURANCE, ETC., TO COVER THE FINISHED WORK OF THE SEVERAL KINDS CALLED FOR WITH RESPECT TO THE PROJECT.

BIDDER UNDERSTANDS THAT THE PERRY COUNTY LAND REUTILIZATION CORPORATION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO WAIVE ANY INFORMALITY IN THE BIDDING.

THE BIDDER AGREES THAT THE BID FOR EACH PROJECT SHALL REMAIN IN FULL FORCE AND EFFECT (1) UNTIL THE UNDERSIGNED, IF YOU ARE THE SUCCESSFUL BIDDER, HAS EXECUTED THE CONTRACT FOR SUCH PROJECT AND THE WORK IS COMPLETED OR, (2) UNTIL THE BID OF ANOTHER BIDDER HAS BEEN AWARDED AND HE/SHE/IT HAS EXECUTED A CONTRACT FOR SUCH PROJECT.

UPON RECEIPT OF WRITTEN NOTICE OF AWARD/NOTICE TO PROCEED FOR THE PROJECT SET FORTH IN THIS BID, THE BIDDER WILL SUBSEQUENTLY EXECUTE A FORMAL CONTRACT FOR THE PROJECT AS ATTACHED HERETO, WITH THE REQUIRED PERFORMANCE BOND FOR THE PROJECT AS WELL THE REQUIRED CERTIFICATES OF INSURANCE WITHIN TEN (10) DAYS.

THE BIDDER SHALL NOTIFY THE OHIO ENVIRONMENTAL PROTECTION AGENCY (OEPA) BY FILLING OUT THE NOTIFICATION OF DEMOLITION AND RENOVATION INCLUDING THE ASBESTOS REMOVE CONTRACTOR INFORMATION, OTHER OPERATOR/CONTRACTOR (DEMOLITION CONTRACTOR) INFORMATION AND DATES FOR ASBESTOS REMOVAL AND DEMOLITION. A COPY OF THE NOTIFICATION MUST BE SUBMITTED TO THE LAND BANK AT THE SAME TIME IT IS SUBMITTED TO THE OEPA. ALL DEMOLITIONS BY THE LAND BANK MUST GIVE THE OEPA TEN (10) DAY NOTIFICATION UNLESS OTHERWISE SPECIFIED.

THE BID SECURITY ATTACHED IN THE SUM OF \$ _____ IS TO BECOME THE PROPERTY OF THE LAND BANK IN THE EVENT THE CONTRACT IS NOT EXECUTED WITHIN THE TIME ABOVE SET FORTH, AS LIQUIDATED DAMAGES FOR THE DELAY AND ADDITIONAL DAMAGES FOR THE DELAY AND ADDITIONAL EXPENSE AS THE LAND BANK CAUSED THEREBY.

SUBMITTED BY: _____

SIGNATURE: _____ TITLE: _____

PROJECT #	CHECK TO BID	ADDRESS	PARCEL #	BID AMOUNT
1. 2023-1		313 & 315 E. Water Street New Lexington, OH (Trailers)	27-002554-0000	\$
2. 2023-1		628 S Main Street New Lexington, OH	27-000521-0000	\$
3. 2023-1		245 W Jefferson Street New Lexington, OH	27-001382-0000	\$
4. 2023-1		1870 Airport Road New Lexington, OH (Trailer)	24-000406-0400	\$
5. 2023-1		327 Elizabeth Street New Lexington, OH	27-000750-0000	\$
6.				\$