



DEMOLITION - BID NOTICE

806 W Main St, 904 W Main St, 910 W Main St, 918 W Main St, 837 W Muskingum Ave & 825 W Muskingum Ave (Auditors Parcels: 83-28-03-02-000, 83-27-06-04-000, 83-27-06-05-000, 83-27-06-09-000, 83-27-06-02-000 & 83-03-07-000)

The Muskingum County Land Reutilization Corp (MCLRC) is currently accepting bids for the demolition of the property listed above and as more specifically referenced in Attachment A. The purpose of this project is to remove all structures on site, and to ready the site for redevelopment.

Bidders interested in this project shall submit a complete bid package to the MCLRC either by email (aeroberts@muskingumcounty.org) or in person at 401 Main St (Third Floor), Zanesville, OH 43701. Bids must be received by no later than **3pm on 2/26/2025**. Bids are to be submitted on bid form provided.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this project. **The Project is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Rates of Wages.** The MCLRC is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 46-0803470).

The MCLRC reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the MCLRC and Muskingum County, Ohio. The MCLRC reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.

Contract Administrator:

Andy Roberts
MCLRC Executive Director
aeroberts@muskingumcounty.org
(740) 455-7195 ext120

INFORMATION TO BIDDERS/LOCATION

The MCLRC is seeking a qualified demolition contractor to remove the existing structure, at the following locations:

A map of the project site with building to be removed is included as Attachment A.

WORK SPECIFICATIONS

The purpose of this project is to remove the existing site improvements to ready the site for redevelopment. Specifically, the scope shall include demolition of the buildings, removal of all foundation walls, all slab, all interior curbing (non-street facing), removal of all rubbish and trash in and around the structure with the applicable codes and standards. Excavated areas shall be backfilled with suitable embankment materials approved by the project owner. All material must be clean fill and not include any material greater than four inches 4" in diameter. Asphalt, concrete or other inorganic materials will not be permitted to be used as backfill, and grinding of construction materials will not be permitted on this project. The excavation/removal of all subsurface building features must be inspected to ensure all foundations are appropriately removed prior to backfill being placed (a notice of "clean hole" will be issued by Contract Administrator upon inspection). All backfilling will be graded to adjacent grade and will provide positive drainage of all water offsite. No backfill material will be required in the areas where only surface pavements have been removed. All sites to be seeded and strawed after demolition activities have been completed, all backfilled slopes exceeding one foot of fill shall be fitted and pinned with a seed/straw blanket over the sloped backfilled portions of the site.

The demolition contractor will be responsible for maintaining a secure site until the work is accepted as complete.

A separate bid has been awarded for the removal of all asbestos containing materials from this project, which was awarded to Erie Environmental. The anticipated completion date for the asbestos removal is 3/6/25.

Work shall be commenced no later than April 7th, 2025.

PRE-BID SITE INSPECTION

A mandatory pre-bid site inspection will be held on site February 20th, 2025, from 9-10am, all buildings will be open for inspection.

CONTENT AND FORMAT OF BIDS

The bid package shall be submitted by email to aeroberts@muskingumcounty.org or to the MCLRC, 401 Main St (third floor), Zanesville, Ohio 43701, and include, but not limited to, the following:

1. Bid Proposal Form as contained in this Bid Notice
2. List of no less than three clients, including name and addresses, for which your company has completed similar work in the last two years.
3. Brief background information on your company, including the closest office location to the subject project.
4. License numbers or copies of registration certificates, as appropriate, for asbestos abatement supervisors and workers who will work on this project if your firm is selected.

GENERAL PROVISIONS

Contractor and subcontractors shall be responsible for performing all work in conformance with the following specifications:

1. **DEMOLITION:** Complete the removal and disposition of the interior content, building materials and foundation, and pavement areas incidental to the work limits described by (Attachment A) in accordance with industry standards. Upon completion of the demolition, the site shall be graded continuous to nearest adjacent grade to ensure proper movement of stormwater on site. Contact the Contract Administrator for clarification on this requirement if needed.
2. **LICENSED DISPOSAL FACILITY:** All demolition debris materials must be removed and disposed of by properly trained, certified and registered personnel and in accordance with all state, federal and local laws.
3. **PERMITS:** All Federal State and local permit requirements are to be satisfied by awarded contractor, including but not limited to submittal of Notification of Demolition and Renovation form to Ohio EPA, Ohio EPA Notice of Intent to Fill, and securement of any and all local Demolition Permits.
4. **LAWS AND REGULATIONS:** Complete work in accordance with Federal Small Business Act Liability Relief and Brownfields Revitalization Act, Demolition and Site Revitalization Program, and all Federal, State, and local ordinances and regulations.
5. **WAGES:** The Project is subject to Chapter 4115 of the Ohio Revised Code regarding Prevailing Wage Rates and Labor Standards. Compliance with the provisions of ORC Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers will be required. The prevailing wage rates in effect at the time of the project sale date shall be used by all contractors for the duration of the project.

STANDARD TERMS AND CONDITIONS

Terms and conditions substantially in the form below shall be part of the agreement entered into between the MCLRC and the contractor.

1. **BILLING:** All goods or services must be billed to the MCLRC and at prices not exceeding those stated on the contract/purchase order. If prices or terms do not agree with your bid, you must notify the Contract Administrator within three business days, or your disagreement is waived.
2. **INVOICE:** Prepayments or progress payments are not permitted. All invoices are to be emailed or mailed to the Contract Administrator. Each contract/purchase order must be invoiced separately. Payment terms to be not less than NET 30. Upon completion of work the contractor shall submit a single invoice to the Contract Administrator.
3. **TAXES:** The MCLRC is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certification No. 46-0803470. Supplier or contractor is responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees or subcontractors.
4. **DELIVERIES:** All deliveries or services must be in full accordance with specifications, properly identified with the contract/purchase order number and must not exceed the quantities or scope specified.

5. **CANCELLATION:** The MCLRC reserves the right to cancel a contract/purchase order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
6. **DEFAULT PROVISIONS:** In case of your default, the MCLRC may procure the item(s) or service(s) from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law.
7. **ENTIRETY/NOTICES:** The MCLRC will be bound only by the written terms, conditions, specifications, etc. contained in or attached to this bid and any written changes or addendums issued by the authorized person administering the bid. The MCLRC will not be responsible for verbal agreements made by any officer or employee of the MCLRC. All notices between the MCLRC and bidder must be in written form.
8. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of a contract/purchase order) you agree to defend, indemnify and save harmless the MCLRC, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said MCLRC of any article enumerated on this bid and sold to said MCLRC pursuant to a contract/purchase order.
9. **INSPECTION:** The MCLRC may inspect the items or services ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items or services furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to MCLRC including shipping and transportation charges.
10. **WARRANTY:** You warrant that the items or services and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the MCLRC, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to MCLRC. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the MCLRC.
11. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the MCLRC or to an agent or consignee duly designated by the MCLRC at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the MCLRC. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the MCLRC, a copy of the packing slip shall be forwarded concurrently to the MCLRC. If no such packing slip is sent the count or weight by the MCLRC or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
12. **SPECIFICATIONS CONFIDENTIAL:** Any specifications, drawings, notes, instructions, engineering notices or technical data referred to in this bid shall be deemed to be incorporated herein by reference the same as if fully set forth herein. The MCLRC shall at all times retain title to all such documents and you shall not disclose such to any party (other than the MCLRC or a party duly authorized by the MCLRC). Upon the MCLRC's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the MCLRC. Any documents will be deemed confidential in accordance with the Public Records law of the State of Ohio.
13. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the MCLRC, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
14. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the MCLRC, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the job you shall leave the premises clean and free from all waste material or rubbish.
15. **EQUAL EMPLOYMENT OPPORTUNITY:**
 - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising; lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
 - (b) It is expressly agreed and understood by you that Section 15 (a) constitutes a material condition of this contract as fully as specifically rewritten herein; also, that failure to comply therewith shall constitute a breach thereof entitling the MCLRC to terminate the contract as its option.
16. **AGREEMENT TO BE EXCLUSIVE:** This purchase contract/purchase order contains the entire agreement between the parties and supersedes all other agreements between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase contract/purchase order or any representation inducing the execution and delivery of this purchase contract/purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.

17. **GOVERNING LAW:** Any contract/purchase order resulting from this bid, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted. The forum for any dispute shall be Muskingum County, Ohio.
18. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the MCLRC in any part of a contract/purchase order resulting from this bid shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this bid and any other rights or remedies that the MCLRC may have at law or in equity in any such instance.
19. **SUBCONTRACTING:** None of the work or services covered by this bid shall be subcontracted, except as set forth herein, without the prior written approval of the MCLRC. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this bid.
20. **WAIVER:** A waiver of any breach of any provision of this bid shall not constitute or operate as a waiver of any other breach of such provision or any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.
21. **NON-ASSIGNMENT OF INTEREST:** The Contractor and any approved sub-contractor shall not assign any interest, duty, or right under any contract in whole or in part without the prior written consent of the MCLRC.
22. **SAVE HARMLESS:** Contractor shall indemnify, hold harmless and defend the MCLRC, its officials, employees, agents, and volunteers against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the MCLRC, its officials or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of the contractor, its agents, servants, or employees, in the execution, performance or failure to adequately perform contractor's obligations pursuant to this contract.
23. **INSURANCE:** Prior to beginning any work related to this job, contractor must have in effect and provide Certificate(s) of Insurance with the MCLRC, its officials, employees, agents, and volunteers as additional named insureds to all liability policies showing coverage limits as outlined below. All coverage must be on an occurrence basis. The coverage shall be primary to the additional insured's and not contributing with any other insurance or similar protection available to the additional insured's whether available coverage is primary, contributing, or excess. The contractor shall procure, maintain, and keep this coverage in force at all times during the term of the contract and at the contractor's sole expense. If subcontractors are used all subcontractors must be included under the contractor's policies or the contractor must furnish insurance certificates from each subcontractor with the same additional insured endorsement as noted above. Insurers must be AM Best rated A- or better. Such policies of insurance shall not be cancelable except upon thirty-(30) days written notice to the MCLRC and proof of such insurance shall be furnished to the MCLRC. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the MCLRC within thirty-six (36) hours of the time that you obtained knowledge of the occurrence thereof.
24. **INDEPENDENT CONTRACTOR:** Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or other employee of the MCLRC. Contractor shall have exclusive control of and exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between MCLRC and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of MCLRC, nor shall any such person be entitled to any benefits available or granted to employees of the MCLRC.
25. **REPORTS, INFORMATION, & AUDITS:** The Contractor shall furnish the MCLRC such reports as may be requested pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred connected therewith, and any other matters covered by the Agreement. The Contractor shall retain all financial and administrative records for a period of three years after the expiration or termination of this Agreement and shall permit the MCLRC or any of its representatives or auditors' access to such records. The MCLRC has the right to request a report or audit at any time during the performance of the Agreement for any reason associated with this Agreement. The report shall be furnished in the form and at the time as requested by the MCLRC.
26. **OWNERSHIP & RIGHTS:** Upon award of this contract the awarded bidder shall have all rights to salvage on the property, inclusive of all building materials, appearances & personal property. The award of this contract in no way conveys or transfers any interest in the real estate owned by MCLRC or any third party MCLRC is performing work for.

Supporting documentation may include:

- Contracts, invoices, timesheets, etc.
- Demolition permit notifications sent to Ohio Environmental Protection Agency
- Asbestos inspection reports and surveys, including documentation from a certified or licensed professional or demolition contractor certifying that any and all such material was properly handled and disposed of properly.
- Local demolition permits and/or inspections
- Fire department or building inspections (when applicable)
- Well abandonment permits
- Landfill receipts for general demolition debris
- Asbestos containing materials disposal receipts/dump tickets (when applicable)
- All items required to satisfy the terms and conditions of the Ohio Building Demolition and Site Revitalization Program Guidelines (Attachment B) and available at <https://development.ohio.gov/community/redevelopment/building-demolition-site-revitalization-program>

INSURANCE REQUIREMENTS

Contractor shall provide insurance including the following minimum coverage:

a.	Workmen's Compensation and Disability	Statutory Requirements
b.	Employer's Liability	\$100,000
c.	Commercial General Liability for bodily injury and property damage	\$2,000,000 per occurrence
	General aggregate	\$6,000,000
d.	Auto Liability for bodily injury and property damage	\$500,000 per occurrence

Proof of insurance shall be provided on ISO Form CG 00 01 12 07 including following statement:

"MCLRC, its elected and appointed Officials, all employees, agents, volunteers, all boards, commissions, and/or authorities and board members, including employees, agents and volunteers thereof. Coverage shall be primary to the additional insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing or excess."

BID SCHEDULE

Bid Request Issued	Friday Feb 7, 2025
Mandatory Pre-Bid Inspection	Thursday Feb 20, 2025 9:00-10:00AM EDT
Bids Due	Wednesday Feb 26, 2025 by 3:00PM EDT
Bid Award	Thursday March 6, 2025 at 8:00AM EDT

BID PROPOSAL FORM

The undersigned proposes to enter into an agreement to furnish the services necessary to complete the entire scope of work described herein and represented in Exhibit A.

Base Bid Items: Demolition of Buildings, Excavation of Buildings, Disposal of all materials, Permits, Backfill and Compaction.

1. Demolition of **806 W Main St, 904 W Main St, 910 W Main St, 918 W Main St, 837 W Muskingum Ave & 825 W Muskingum Ave, Zanesville, Ohio (and as depicted in attachment A)**, Backfill and Compaction:

Lump Sum Not to Exceed Amount \$ _____

2. Final Grading, Grass Seeding & Strawing:

Lump Sum Not to Exceed Amount \$ _____

Total Base Bid (Items 1 & 2):

Lump Sum Not to Exceed Amount \$ _____

Base Bid Anticipated Commence Work Date: _____

Base Bid Anticipated Complete Work Date: _____

Company Name: _____

Address: _____

City, State Zip: _____

Phone Number: _____

Email Address: _____

Authorized Signature: _____

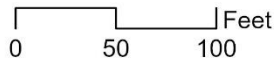
Print Name: _____

Print Title: _____

Attachment A - Scope of Work – West Main St, Zanesville, Ohio



Data and information contained herein is not warranted or guaranteed as to accuracy, completeness or suitability. Muskingum County assumes no liability regarding the use or misuse of this data and information.



Muskingum County Auditor
 Debra J. Nye
 Geographic Information Systems Department
 401 Main St, Zanesville, Ohio 43701
 P - 740.455.7195



AER 2.7.2025