

GENERAL DEMOLITION CONTRACTOR REQUIREMENTS

FOR

[Date[

Bids Due -4:00 p.m., _____, 20

**Please note special reporting requirement for all properties labeled
"NSP2" (see p. 5)**

**INSTRUCTIONS TO BIDDERS
(PROJECT SUMMARY)
_____ COUNTY LAND REUTILIZATION CORPORATION
DEMOLITION OF CCLRC OWNED PROPERTY**

PROJECT SUMMARY:

The CLRC is seeking proposals to perform the demolition and removal of CLRC-owned structures and/or with any accessory structures. Attached to this document are Exhibit B Demolition Specifications for each dwelling.

A. EXAMINATION OF SPECIFICATIONS AND SITE

Before submitting each bid, each bidder shall carefully read the specifications and all other contract documents and visit the site(s) of the work. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed and shall include in the bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No allowance will be made to any bidder because of lack of such examination or knowledge. The submission of each bid shall be construed as conclusive evidence that the bidder has made such examination.

B. PROPOSALS

Each individual proposal shall be submitted in duplicate on the forms included in this package. Proposals shall be enclosed in a sealed opaque envelope and identified with the name of the bidder and the name of the project.

Where a bidder is a corporation, proposals must be signed with the legal name of the State of Ohio incorporation and the legal signature of the officer authorized to bind the corporation to a contract.

C. BID DEPOSIT AND BOND

A bid deposit, specifying the address of the project, submitted with the bid, in the form of: 1) a certified check drawn on a solvent U.S. bank, 2) a bid bond in an amount equal to ten (10%) percent of the contract amount in such form as approved by the Controller. Note: a performance bond may be required by the CLRC. This check will be returned if contract is not awarded to bidding contractor. In the event the winning bidder does not perform the work, the check will be cashed by CLRC.

D. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid, either personally or by written request, at any time prior to the opening of bids. All bids shall be held open for acceptance by the CLRC for a period of thirty (30) days after the date set for the opening thereof.

E. BIDS

Contractor shall submit a proposal for the work stipulated in the “Form of Proposal” for the work they only are qualified to perform, through previous experience and having responsible management.

No oral, telephone or facsimile bids will be accepted or considered by CLRC, unless otherwise solicited in the bid documents.

F. AWARD OR REJECTION OF BIDS

The CLRC reserves the right to accept or reject any or all bids and to accept the bid that the CLRC in its judgment deems the lowest and best bid.

G. EXECUTION OF AGREEMENT AND INSURANCE

The bidder, to whom the contract is awarded by the CLRC, shall within ten (10) days after notice of award and receipt of agreement forms from the CLRC, sign and deliver to CLRC all required copies of the agreement.

The contractor shall have in full force and effect during the performance of this contract, public liability insurance and in the case of subcontractors, carry a current Workmen’s Compensation Certificate.

At or prior to the delivery of signed agreement, the contractor shall deliver to CLRC all applicable bonds and policies of insurance or insurance certificates as required by contract documents. All bonds and policies or certificates of insurance shall be in such form as approved by the CLRC before the successful bidder may proceed with the work.

H. INTERPRETATION OF CONTRACT DOCUMENTS PRIOR TO BIDDING

If any person contemplating submitting a bid for the construction of the work is in doubt as to the true meaning of any part of the contract documents or finds discrepancies in or omissions from any part of the contract documents, he may submit to CLRC a written request for an interpretation or correction thereof not later than seven (7) days before the bids are to be opened. Address all communications regarding this work to CLRC, c/o _____ at yourname@yourclrc.org.

Any interpretation or correction of the contract documents will be made only by addendum and will be mailed or delivered to each bidder of record or published on the CLRC website. The CLRC office will not be responsible for any oral explanations or interpretations of the contract documents.

I. PROPOSAL DATE AND DELIVERY

Each individual bid shall be made in duplicate and shall be addressed to _____
County Land Reutilization Corporation, _____, OH 44____. Proposal shall be
enclosed in a sealed envelope marked: **DEMOLITION SPECIFICATIONS FOR**
COUNTY LAND REUTILIZATION CORPORATION, and bear the name of the bidder.
Proposals are due to the CLRC no later than **2:00 p.m.**, _____, **20**

GENERAL STANDARDS

A. General Provisions

1. The contractor shall comply with all laws, ordinances, regulations and rules promulgated by the jurisdiction in which work is to be performed (e.g. in Cleveland Heights you must follow all the rules relative to performing demolition in Cleveland Heights).
2. The contractor will comply with all statutory provisions and regulations with reference to the performance of the work, and establishing a contained and secure site during installation, and particularly agrees that he will place proper site restraints during periods of non-construction.
3. The contractor shall secure and have in full force and effect during the performance of this contract, public liability insurance and a current Workmen's Compensation Certificate, (as applicable in the case of sub contractor.)
4. The contractor ____ shall/___x___ shall not secure and submit with the contract a one hundred (100%) percent Performance Bond in the form included in this document. **Performance bonds will be required at the discretion of CLRC.**
5. All work under this contract is subject to inspection and acceptance by the CLRC as to compliance with the specifications and any non-complying work or imperfect work and/or materials that is discovered before final acceptance shall be corrected or replaced immediately on demand of the CLRC staff, notwithstanding it may have been overlooked by an interim inspector.
2. Stone shale is not an acceptable backfill material.
7. The contractor shall provide a finished site that is level and free of debris, including along lot lines. The contractor shall seed the site with slow growing grass at a rate of 6 lb. per 1000 sq.ft. and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris-free so that the site may be safely mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish. **A ten percent (10%) retainage will be held until site finish is completed.**

B. Insurance Required

- A. Insurance requirements for demolition contracts are as follows with the CCLRC named as an additional insured:

1.	Bodily Injury	Each	Occurrence
	\$1,000,000.00		

			Aggregate
	\$1,000,000.00		
2.	Accidental Death	Each	Occurrence
	\$1,000,000.00		
			Aggregate
	\$1,000,000.00		
3.	Property Damage	Each	Occurrence
	\$1,000,000.00		
			Aggregate
	\$1,000,000.00		
4.	As further required in the demolition contract (see attached Exhibit B).		

C. Section 3 Requirements (where applicable as required by appropriate funding sources)

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, **if any**, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause. Upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135, the contractor will not subcontract with any subcontractor where the contractor has notice of knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed were not filled to circumvent the contractor's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contractor for default, and debarment or suspension from future HUD assisted contracts.

D. Section 1512 Reporting Requirements (applicable to all NSP2 projects and where applicable as required by funding source) :

1. Section 1512 of the American Reinvestment and Recovery Act (ARRA, or the Recovery Act) requires recipients and sub-recipients to report on the nature of projects undertaken with Recovery Act funds, and the numbers of jobs created and retained.
2. Contractors to the CLRC being paid with Recovery Act funds must report this information to CLRC at the time of submission of invoices for work performed. CLRC would like to only have one representative from each organization submit reports directly to us. The required reporting form is available electronically on the CLRC's website: www.yourlandbank.org The required sections to be filled out are:
 - a. Section 1: Organization Information (all data cells)
 - b. Section 2: Employee Information (only the first 3 columns)
 - c. Signature and Date lines at bottom of form.
3. Contractors must keep certified payroll documents on file for one year for the affected projects as these may be occasionally requested as part of routine monitoring and compliance reviews.

