

INVITATION FOR BID

CITY OF PIQUA, OHIO

Health Department
201 W. Water St.
Piqua, OH 45356

Date: November 1, 2014

For further information contact:
Chris Boeke/Health Dept.
Phone: (937) 778-2060
Fax: (937) 778-0050

Your bid is requested for: **IFB 1428 DEMOLITION** per the included bid form.

Bids must be received in the Health Dept. no later than: 2:00 PM November 14, 2014

Bids may be faxed, emailed or delivered to the Health Dept. at the above address.

Contact Chris Boeke at 937-778-2060 or cboeke@piquaoh.org with any questions regarding this project or to schedule any on site visits that may be necessary.

Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua 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 City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active bid list.

**BID to the
City of Piqua, Ohio
Health Department**

Date: October 31, 2014

Reply to IFB 1428 No Later Than: 2:00 PM 11-14-14 via fax, email or delivery

The undersigned proposes and agrees to furnish the services described below at the prices stated herein.

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PROVIDE ALL LABOR, SUPPLIES, EQUIPMENT, PERMITS, FEES, ETC. REQUIRED TO RAZE STRUCTURES AS NOTED BELOW.

1. **1427 Forest Ave., Piqua, OH** \$ _____ **TOTAL**

Raze the house and any accessory structures.

- Raze the house, including any accessory buildings on the property.
- Dispose of all demolition debris.
- Water the demolition site as needed to prevent accumulations of dust and air borne debris.
- Grade and seed the area upon completion of demolition

Contact Chris Boeke at 937-778-2060 with any questions regarding this project or to schedule any on-site visits that may be necessary.

The Bidder represents that the bidder has examined the site(s) and any specifications or other documents furnished in connection with the bid and that it has satisfied itself as to the condition of the premises and site(s) and agrees that no allowance shall be made in respect of any error as to such on the part of the bidder.

Bidders must be in compliance with all Piqua zoning, health, property maintenance, etc. regulations as well as all state, and federal regulations in order to be considered for award on this bid.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: _____

Cash Discount Allowed: _____% 10th Proximo.
Leave blank if your terms are Net 30 days.

Address: _____

Delivery will be made within 14 calendar days after receipt of order.

City State Zip Code

By: _____
(please print or type) Name and Title

Prices quoted will remain firm for acceptance within 60 calendar days after bid opening unless otherwise stated.

Signature: _____

Phone No.: _____/Fax No.: _____

E-mail Address: _____

Fed. I.D. No.: _____

STANDARD TERMS AND CONDITIONS

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

1. **BILLING:** All goods or services must be billed to the City of Piqua 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 Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayments or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department. Each contract/purchase order must be invoiced separately. Invoices for partial shipments will be accepted, provided final invoice indicates completion of contract/purchase order.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items or service purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT: NO COLLECT FREIGHT SHIPMENTS WILL BE ACCEPTED.** All bids are solicited on a "delivered price" basis. When, in rare instances, the City accepts a bid not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certification No. 31-600136. Supplier or contractor is responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees or subcontractors.
6. **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.
7. **CANCELLATION:** The City of Piqua 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.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua 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.
9. **ENTIRETY/NOTICES:** The City of Piqua 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 City will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. All notices between the City and bidder must be in written form.
10. **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 City of Piqua, Ohio, 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 City of any article enumerated on this bid and sold to said City pursuant to a contract/purchase order.
11. **INSPECTION:** The City of Piqua 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 anytime 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 City of Piqua including shipping and transportation charges.
12. **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 City of Piqua, 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 City of Piqua. 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 City of Piqua.
13. **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 City of Piqua or to an agent or consignee duly designated by the City of Piqua 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 City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
14. **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 City of Piqua shall at all times retain title to all such documents and you shall not disclose such to any party (other than the City of Piqua or a party duly authorized by the City of Piqua). Upon the City of Piqua's request or upon completion and delivery of the items purchased, you shall promptly return all such documents to the City of Piqua. Any documents will be deemed confidential in accordance with the Public Records law of the State of Ohio.
15. **EXAMINATION OF PREMISES:** If work is to be preformed hereunder on the premises of the City of Piqua, 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.
16. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, 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.
17. **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 19 (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 City to terminate the contract as its option.
18. **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.
19. **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 Miami County, Ohio.
20. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua 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 City of Piqua may have at law or in equity in any such instance.
21. **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 City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this bid.
22. **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.
23. **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 City.
24. **SAVE HARMLESS:** Contractor shall indemnify, hold harmless and defend the City of Piqua, its officials, employees, agents, and volunteers against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney's fees which the City of Piqua, 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.
25. **INSURANCE:** Prior to beginning any work related to this job, contractor must have in effect and provide Certificate(s) of Insurance with the City of Piqua, 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 City of Piqua and proof of such insurance shall be furnished to the City of Piqua. 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 City of Piqua within thirty-six (36) hours of the time that you obtained knowledge of the occurrence thereof.
26. **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 City of Piqua. 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 City of Piqua and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of City of Piqua, nor shall any such person be entitled to any benefits available or granted to employees of the City of Piqua.
27. **REPORTS, INFORMATION, AND AUDITS:** The Contractor shall furnish the City of Piqua 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 City of Piqua or any of its representatives or auditors access to such records. The City of Piqua 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 City

SPECIFIC REQUIREMENTS FOR IFB 1428

1. **INSURANCE:** Insurance shall include the following minimum coverage:

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|----|--|---|
| a. | Workmen's Compensation and Disability | Statutory Requirements |
| b. | Employer's Liability | \$100,000 |
| c. | Commercial General Liability
for bodily injury and property damage
General aggregate | \$1,000,000 per occurrence

\$1,000,000 |
| d. | Auto Liability
for bodily injury and property damage | \$500,000 per occurrence |
| e. | Ohio stop gap employer's liability | \$1,000,000 |

Bidder's List:

1. M&T Excavating
Mr. Matt Reed
9565 New Harrison Bradford Rd.
Bradford, OH 45308
937-313-6270
2. Demo Dawgs, LLC
Mr. Jeremy Burns
4762 W. Brown Rd.
Piqua, OH 45356
937-875-1594 or demodawgsjeremy@yahoo.com
3. United Demolition
Ms. Dawn Ribacchi
130 W. Second St., Suite 632
Dayton, OH 45402
937-253-8300 or dawn@uniteddemo.onmicrosoft.com
4. W.C. Sherry Excavating
Mr. Bill Sherry
5295 Hogpath Rd.
Greenville, OH 45331
937-459-0971
5. Rolen Inc.
Kenneth York
7308 Wright Moyer Rd.
Sidney, OH 45365
937-492-1156 or rolenbuckstrucks@hotmail.com

