**NOTICE TO BIDDERS**

Sealed bids will be received by the Director of Transportation, State of Ohio, at the Ohio Department of Transportation, Choose an item. , until 2:00 P.M., day of week, date, for the purchase and removal of structures described in this notice. These structures have been or are being acquired by the State of Ohio from the former owners thereof and are located in the right-of-way required for the improvement or relocation of;

C/R/S

The bids are to be submitted only on a Bid Proposal Form (RE- 79) and are to include a Non-Collusion Affidavit Form (RE 73-02). These forms are available at the following offices:

**OHIO DEPARTMENT OF TRANSPORTATION**

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| --- |
| Choose an item. , Additional Contacts |

The bids are to be addressed to:

Ohio Department of Transportation

Choose an item.

Choose an item.

Attn: Name

Real Estate Administrator

The following information must appear on the envelope:C/R/S of Bid Opening at 2:00 P.M.

Terms of Sale are: **1)** Payment of the Performance Guarantee is required within  (10) days, after mailing of the Letter of Award.

**2)** Accepted bid to be paid on day of sale or within 5 days of date of sale at:.

, Choose an item.

**3)** Payable by Certified Check, Official Bank Check, or Money Order, (personal or business checks unacceptable), payable to **TREASURER, STATE OF OHIO,** in the exact amount of the bid item.

**4)** The Bid Proposal and the Notice to Bidders shall be incorporated in and made part of the final contract between the State of Ohio and the successful bidder.

**5)** The Director of Transportation reserves the right to reject any or all bids and to waive technicalities.

**6)** ODOT employees are eligible to bid on structures and personalty subject to certain qualifying conditions as detailed in the Property Management Manual, Section 7302.04(1) and or Form RE 73-15.

These properties may or may not contain Lead or Lead Based Paint and Asbestos. It shall be the responsibility of each bidder to inspect and examine the size and condition of each structure, all appurtenances thereto, and the conditions affecting the removal thereof. The descriptions listed are to be used for identification purposes only and are not to be construed as a warranty of any kind.

Contact name of contact person to make arrangements concerning inspections at phone number.

Removal of the structure must be completed not later than 70 days after receipt of **Notice of Availability** from the Choose an item. and hereinafter provided.

The structures located on Parcel No. 47 are described as follows;

Item No.1 Parcel No. 47- One-1 story brick Ranch-style house ( approx. 1,848 sq. ft.) with attached 2-car garage. 7828 CR S, Liberty Township, Henry County, Liberty Center OH. 43532

Note: Use this field for comments similar to below or leave blank; This house was tested for asbestos. Asbestos levels were found to be extensive in the drywall compound throughout the home. The tile floor in the kitchen was found to contain asbestos as

The acceptance of the Bid by the Department of Transportation and written notification of award thereof, to the successful bidder shall constitute a contract by and between the successful bidder and the Director of Transportation and will incorporate all the terms, provisions and conditions of this Notice to Bidders and the Bid Proposal. The Choose an item. will attempt to notify successful bidders by email and or phone on the date of sale.

**PERFORMANCE GUARANTEE**

Within ten (10) days after receipt of the Letter of Award, a performance guarantee for each item must be posted at the District No. 2 Transportation Office as indicated in Item 1 under Terms of Sale of the Notice to Bidders. This performance guarantee, unless otherwise indicated in the item parcel description shall be evidenced by a certified or official bank check, made payable to the **TREASURER, STATE OF OHIO** in the amount listed in the Invitation to Bidders, and the Notice to Bidders, for each item bid. The performance guarantee will be deposited in the State of Ohio General Fund to insure the performance of the removal operations in accordance with the conditions set forth in the Notice to Bidders. Failure to provide such performance guarantee within ten (10) days will be considered a default and the amount of the bid will be forfeited and retained by the State. Thereafter, the Director will re-advertise and resell or otherwise dispose of the structure or structures in the best interests of the State of Ohio, Ohio Department of Transportation.

The successful bidder shall have the right of possession upon filing the aforesaid performance guarantee. After possession is granted, any loss or damage to any structure by fire, windstorm or other casualty shall be the responsibility and risk of the successful bidder. The bidder to whom the item is awarded will be responsible for, and the State Department of Transportation held harmless from all public liability, personal injury, death, or damages that may occur upon, or to any structure or structures on or after receipt of the Notice of Availability as hereinbefore provided.

**FAILURE TO PERFORM**

Failure to complete the work in accordance with the specifications set forth in the Bid Proposal (Contract) and the Notice to Bidders incorporated therein will be a failure of consideration and a material breach of the contract. In which event, all rights, title and interest of the successful bidder in said structure or structures will be forfeited and the bid remittance retained by the State. The Director may then elect to destroy or otherwise dispose of the structure or structures at that time and satisfy any cost in connection therewith from the performance guarantee.

The Director may also elect to treat the contract as continuing after the date fixed for its completion, or after the date to which completion may have been extended but will assess the sum of $100.00 per day against the bidder for defective performance resulting from delay. Said Penalty for delay shall be deducted from the Performance Guarantee.

The daily penalty deduction will cease when;

**(1)** The bidder declares, in writing, that the bidder is unable to, or does not intend to complete performance.

**(2)** The Director of Transportation declares that, in the director’s judgment, the bidder is unable to, or does not intend to compete performance.

**(3)** The daily penalty equals the amount of the Performance Guarantee.

In the event that any of the above conditions occur, all rights, title and interest of the bidder in said structure or structures and the bid remittance are then automatically forfeited to the State. The Director may then destroy or otherwise dispose of the structure or structures and any part of the Performance Guarantee which remains will be applied toward the costs in connection therewith. This is not intended to preclude recovery by the State for any damages over and above the amount herein above forfeited or retained.

**EXTENSION FOR COMPLETION**

If the successful bidder finds it impossible for reasons beyond the bidder’s control to complete the work within the number of days specified in this notice, he may at any time prior to the expiration of the scheduled completion date make a written request to the appropriate Regional Projects Manager for an extension of time, setting forth therein the reasons he believes justify the granting of his request. A plea that insufficient time was specified in the Notice To Bidders is not a valid reason for an extension of time.

Consideration will be given to requests for extension by reasons of an act of God or unavoidable delay, which terms include, unusually inclement weather during the contract period, strikes of employees of the successful bidder or others which hinder or prevent the removal of the structure, refusal or unusual delays by local or state governmental authorities in granting permission for the movement of the structure over public roads, refusal or unusual delays by local authorities in permitting the use of the site to which the structure is to be moved, together with other reasons beyond the reasonable control of the successful bidder.

Request for extensions of time shall specify the number of days attributed to each cause of delay prompting the request and shall include supportive evidence of ownership or control of the site for the relocation of the structure, that applications for permits and other proceedings were initiated on a timely basis and reasonably pursued by the successful bidder.

**ASSIGNMENT OR SUBLETTING**

The successful bidder shall not sublet, assign or sell any portion of this work without the written consent of the District Deputy Director of Transportation. Such permission, if granted with reference to subcontractors, shall not relieve the original successful bidder of his responsibility.

**SPECIFICATIONS**

The following additional conditions shall apply to the removal operations unless specific exceptions are noted elsewhere in the Item-Parcel Descriptions of this Notice.

**(1)** No part of any structure shall remain or be placed within twenty-five (25) feet of the permanent right-of-way limits of this or any other state highway.

**(2)** Permits must be secured from the proper public authority before removal work may be started. The successful bidder must determine whether all utilities have been properly disconnected in compliance with local requirements.

**(3)** The removal of the structure or structures listed here in shall be to ground level. Foundation, basement, pit, well and cistern walls shall be removed to a minimum of one (1) foot below the grade of the surrounding area. Basement floors shall be broken, and all drains sealed with masonry or with pre-cast clay or concrete stoppers. All concrete slabs under which a basement or void exists shall be broken and removed. The area surrounding the structures removed shall be cleared of all debris. Wells and septic tanks must be abandoned to meet the specifications of the local health departments. This includes, but may not be limited to, wells shall be sealed, cut off a minimum of two (2) feet below grade, and capped. Septic tanks must be pumped out, caved in and backfilled. Any holes or voids under or adjacent to any of the structures removed shall be cleared of all debris and combustible material. Before proceeding with filling operations, the Department of Transportation Real Estate Engineer shall be required to make an inspection of the site. On approval to proceed, such holes or voids shall be filled to the level of existing ground with soil, granular material, shale, rock, or other clean non-combustible material. Backfill related questions or concerns should be directed to the Choose an item.  Real Estate Engineer, Stephen Colony at ( 419) -373-4440

**(4)** The intended relocation site of buildings must have the prior written approval of the District Real Estate Engineer.

**(5)** The successful bidder agrees to assume all responsibility for the environmental condition of the property, including any contaminates such as asbestos that may be found on or within the structure, and further agrees to indemnify and hold harmless the State of Ohio, Department of Transportation, its employees, agents, contractors, and officials against any and all damages, claims, liability, loss, fines, or expenses, including but not limited to attorneys’ fees and costs, related to discovery, presence, disposal, release, or cleanup of contaminates, hazardous materials, or pollutants. The indemnity set forth herein shall apply to all conditions existing on or before the date the structure is removed from State property and for as long as the successful bidder, or their successors or assigns, retains ownership of the structure.

**NON-DISCRIMINATION**

During the performance of this contract, the contractor for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

**(1)** Compliance with Regulations: The contractor will comply with the regulations of the Ohio Department of Transportation relative to non-discrimination in federally assisted programs of the Ohio Department of Transportation ( Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**(2)** Non-discrimination: The contractor, with regard to the work performed by it after award, and prior to completion of the contract work, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.05 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**(3)** Solicitations For Subcontractors, Including Procurement Of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligation under this contract and the regulations relative to non-discrimination on the ground of race, color or national origin.

**(4)** Information And Reports: The contractor will provide all information and reports required by the regulations, or orders and instruments issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Transportation Department or Federal Highway Administration to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any information required of the contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Transportation Department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain said information.

**(5)** Sanctions For Noncompliance: In the event of the contractor’s noncompliance with the nondiscrimination provisions of Section 11-3 of the Regulations, The State Transportation Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to;

**(a)** Withholding of payments to the contractor under the contract until the contractor complies, and/or,

**(b)** Cancellation, termination or suspension of the contract, in whole or in part.

**(6)** Incorporation of Provisions: The contractor will include the provisions of Section 11-3 of the Regulations in every subcontract, including procurement of materials and leases of equipment, unless exempt by the regulations, orders or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract, procurement or lease as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in or is threatened with, litigation with the subcontractor’s supplier or lessor as a result of such direction, the contractor may request the State to enter into such litigation to protect the interest of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**Jack Marchbanks, Ph.D., Director**

**OHIO DEPARTMENT OF TRANSPORTATION**