



**Jackson Township
Request for Proposal (RFP)
Demolition Contractors
Project – 5069 Harrisburg Pike**

Jackson Township
3756 Hoover Road
Grove City, Ohio 43123

Date: 8/22/2023

REQUEST FOR PROPOSAL DEMOLITION CONTRACTORS

SUMMARY

This Request for Proposals (“RFP”) is being issued by The Jackson Township Board of Trustees.

The purpose of this notice is to solicit bids from Demolition Contractors to provide bids for demolition of one structure at 5069 Harrisburg Pike Grove City, Ohio 43123 pursuant to Ohio Revised Code 505.86.

Companies with demonstrated experience in demolition and with an interest in making their services available to the Jackson Township are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP.

Nothing in this RFP shall be construed to create any legal obligation on the part of Jackson Township or any respondents. Jackson Township reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall Jackson Township be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from Jackson Township for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of Jackson Township. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

PROFESSIONAL SERVICE REQUIREMENTS

Scope of Work

Jackson Township seeks proposals from qualified respondents to provide demolition of structure on property located at 5069 Harrisburg Pike in Jackson Township, Franklin County, Ohio. Parcel# (160-000068)

Quality of the Demolition

This demolition will conform to the following specifications:

- Demolition of the fire damaged commercial structure.
- Leave the concrete pad.
- Hauling of debris from the demolition site to a landfill for disposal, and providing verified original receipts from an approved land fill or dump site evidencing that the debris has been disposed of in a proper manner.
- Retention and restoration (if damaged) of the public right of way and roadway, unless otherwise indicated.
- Retain all mature trees.

- Keeping the property and surrounding area clean and free from excess debris daily during demolition and following completion of demolition.
- Securing all necessary permits relating to the demolition and hauling of a commercial structure, and providing proof of applicable demolition permits; and
- Performing the project in a professional, safe and workmanlike manner, providing all necessary protections, and taking all necessary precautions to protect workers, bystanders, and adjacent property from injury or damage during the entire demolition project.

Additional Requirements

This project will comply with all codes, standards, regulations, and workers' safety rules that are administered by federal agencies (HUD, EPA, OSHA, and DOT), state agencies (State OSHA, DNR, and DCH), and any other local regulations and standards (i.e., building codes, fire codes) that may apply. Contract terms and conditions will be negotiated upon selection of the winning bidder for this RFP. All contractual terms and conditions will be subject to review by Jackson Township staff and board and will include scope, budget, schedule, and other necessary items pertaining to the project.

EVALUATION CRITERIA

In evaluating responses to this Request for Proposal, Jackson Township will take into consideration the experience, capacity, and costs that are being proposed by the Respondent.

SUBMITTAL REQUIRMENTS

RFP responses may be submitted via hard copy mailed to Jackson Township, 3756 Hoover Road Grove City, Ohio 43123 or scanned e-mail copy sent to farnsworths@jacksontwp.org. Each respondent shall submit one (1) original response. Jackson Township reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

Main Proposal

Please provide the following information:

1. Capacity to complete the demolition within a short period of time.
2. Pricing proposal as described in Scope of Work.

Threshold Requirements

SELECTION PROCESS

Jackson Township staff and Jackson Township Board members will review responses to the RFP and make a determination on who will be awarded the project. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price.

QUESTIONS

Questions regarding this RFP should be submitted in writing via email to Jackson Township at farnsworths@jacksontwp.org.

SUBMITTAL DUE DATE

Responses to this RFP are due by 1:00 PM on September 7, 2023. Responses to this RFP should be e-mailed to farnsworths@jacksontwp.org or hard copies must be delivered to Jackson Township, 3756 Hoover Road Grove City, Ohio 43123.

DESCRIPTION OF PROJECT SITE

Project: Demolition of Commercial Structure

Address: 5069 Harrisburg Pike Grove City, Ohio 43123

Parcel# 160-000068

Lot Information: 11.14 acres

Structure(s) Information: Commercial structure



CERTIFICATION FORM NOTE

THIS PAGE MUST BE COMPLETED AND INCLUDED WITH THE RFP RESPONSE

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this RFP submittal to Jackson Township is accurate and complete, and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

(Name of Respondent)

(Signature of Authorized Representative)

(Typed Name of Authorized Representative)

(Title)

(Date)

Jackson Township Demolition Agreement

This Demolition Agreement (“Agreement”) is entered on this ____ day of _____, (“Effective Date”), by and between Jackson Township, a political subdivision of Franklin County, Ohio (“Township”), and _____, of _____ (“Contractor”). Township and Contractor are each referred to herein as a “Party”, or together as the “Parties”.

WHEREAS, Contractor, and any persons working on Contractor’s behalf, are licensed by the State of Ohio to provide the requisite demolition and related services contemplated by this Agreement.

WHEREAS, Contractor proposed, and the Township hereby accepts, the following proposal to perform demolition “Work” (as herein defined), in accordance with the terms and conditions set forth in this Agreement.

SCOPE OF WORK: LOCATION; PAYMENT

1. **NESHAP Notice.** Contractor will complete and deliver to the Township a National Emission Standards for Hazardous Air Pollutants Notification of Demolition and Renovation Form (“NESHAP Notice”) for the property identified within thirty (30) days of the Effective date of this Agreement. If necessary, Contractor may request the disconnect of utilities on the site on behalf the Township. In the event the Contractor fails to timely deliver a NESHAP Notice, the Township may elect to terminate this Agreement.
2. **State Date.** Upon Contractor’s delivery of a NESHAP Notice, the Township shall promptly issue a written notice to proceed with the Work and Start Date. Contractor shall complete all WORK within sixty (60) days of the Start Date (“Completion Date”).
3. **Site Location.** This Agreement shall cover the Building(s) at the following location: 5069 Harrisburg Pike Grove City, Ohio 43123.
4. **Scope of Work.** Contractor agrees to perform the following Work on the Site identified above, pursuant to the terms of this Agreement (“Contractors Work” or “Work”):
 - a. Contractor will schedule a pre-demolition meeting with the Township at the site prior to any work beginning.
 - b. Contractor will demolish and haul away the Building, and associated materials, and waste, to a pre-approved site, unless otherwise directed by the Township.
 - c. Contractor shall comply with all specification and standards in any bid package and/or specified on any Exhibit attached to this Agreement.
 - d. Contractor shall supply all labor, equipment, and materials necessary to complete the Work, and shall be responsible for all costs and expenses associated with the Work. All labor and materials shall be warranted and guaranteed by the Contractor for a period of two (2) years after the Completion of Work.

5. **Total Payment.** The total amount to be paid to the Contractor for all Work shall be \$ _____, (“Total Payment”), to be paid to the Contractor.

The Total Payment shall remain fixed. Any progress payments or alternative payment arrangements shall not be valid unless agreed upon to in writing by the Parties. No other charges, extras, or additional work orders shall be made or added to this Agreement unless agreed to in writing by the Parties. Any work performed outside of the scope of the Contractor’s work with the Township’s prior written approval shall be at the Contractor’s sole cost and expense.

Upon Contractor’s written notice to the Township of Contractor’s substantial completion of the Work as to any Building, Township shall promptly conduct a final inspection and provide its approval of Contractor’s substantial completion, Township shall issue a payment of 80% of the portion of the Total Payment attributable to any individual Building to Contractor, with the remaining 20% to be held as retainage for a period of sixty (60) days to ensure backfill and remediation conditions were completed in a manner suitable to return the Site to its natural condition.

To receive the 80% payment set forth above, Contractor must submit a completed 80% Payment Request Form and Conditional Waiver of Mechanic’s Lien Rights to the Township, with all documents specifically referenced therein.

To receive the remaining 20% payment set forth above, Contractor must submit a completed 20% Retainage Payment Request Form and Final Waiver of Mechanic’s Rights to the Township, with all documents specifically referenced therein.

6. **Performance Bond.** Contractor shall be required to secure a performance bond related to the Work. Contractor shall submit a completed Performance Bond to the Township prior to the Start Date.
7. **Defective Work.** In the event any disputes arises involving a modification to the Contractor’s Work, any inability of the Parties to resolve any such dispute shall not constitute a basis for any termination, cessation, or delay in the performance of Contractor’s Work.
8. **Termination for Cause.** Township may elect to terminate this Agreement upon the occurrence of any of the following events:
- a. Contractor’s refusal or failure to promptly supply, in sufficient number or expertise, properly skilled labor, equipment, and/or materials in a manner

- reasonably necessary to complete Contractor's Work in a timely and workmanlike manner, after written notification to Contractor from Township.
- b. Contractor's refusal or failure to make timely payment to any subcontractor for materials or labor provided in accordance with any agreements between Contractor and any subcontractor.
 - c. Contractor's violation of any applicable law, statute, ordinance, code, rule, regulation, or order of a public authority, after written notice of such violation has been tendered to Contractor.
 - d. Contractor's substantial breach of any provision of this Agreement and/or its related documents of Exhibits, if any such breach remains uncured after five (5) days of written notification to Contractor from Township.

Where any of the above conditions exist, Township may, without prejudice to any other rights or remedies of Township, unilaterally terminate this Agreement upon written notice to the Contractor and Contractor's surety, if any which shall be effective on the date set forth in Township's notice of termination. In the event of such termination, Township shall have the option to complete the Work by any reasonable method deemed by Township to be reasonable and expedient, and Township shall furnish to Contractor an invoice and accounting of the costs incurred by Township to complete the remaining Work, which shall be promptly paid to Township by Contractor.

9. **Assignment of Rights.** Contractor shall not assign any of its rights under this Agreement, in whole or part, without the prior written consent of the Township. Any such assignment of rights by Contractor, without Township's consent, shall be void and constitute a basis for the Township's termination of this Agreement at its sole discretion.
10. **Contractor's Representations and Warranties.** Contractor represents to the Township and warrants the following:
 - a. Contractor represents and warrants that all employees, agents, and subcontractors are fully licensed, certified, or otherwise authorized to perform the Work set forth in and contemplated by this Agreement.
 - b. Contractor agrees and acknowledges that the time schedules set forth in this Agreement are of the essence. In the event Contractor is unable to complete the Work within the permitted time, Contractor shall be required to pay the sum of \$500 per day a liquidated damages to account for any delay costs which may be imposed or asserted by any other Contractors or subcontractors, or any other person from such delay.
 - c. Contractor represent and warrants that it has fully inspected all Building(s) and Site(s), and that its agreement to perform the Work as set forth in this Agreement is based upon Contractor's actual on-site inspection.

- d. Contractor represents and warrants that all Work will be performed in conformity with all applicable laws; that all demolition permits of any government-issuing authority will be secured, that the Site will at all times be maintained in a safe working condition consistent with all applicable laws.

11. Indemnification. As used herein, "Contractor" includes Contractor, and all subcontractors and third parties under any oral or written agreement, purchase order, or other instrument between Contractor and any subcontractor related to the performance of Work. Any party performing Work for or on behalf of Township, regardless of whether such work is pursuant to a written instrument, hereby agrees to incorporate the following terms, conditions, and provisions into any such agreements.

All Work performed by Contractor shall be at the sole risk of the Contractor. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless (at Contractor's sole expense), Township and any affiliated entities of Township, and their partners, representatives, members, officers, directors, shareholders, employees, agents, designees, successors, and assigns (together, "Indemnified Parties"), from and against any and all claims for injury, death, or damage to property, demands, damages, actions, causes of action, suits, losses, judgements, obligations, liabilities, and costs and expenses (together, "Claims"), which arise or are in any way related to Work performed, materials furnished, or services provided under this Agreement by Contractor, and its employees and agents. These indemnify and defense obligations shall apply to any acts or omission, negligent or willful, by Contractor, and its employees and agents, whether active or passive. Contractor shall not be obligated to indemnify or defend Township for any Claims found to be resulting from the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations shall extend to Claims occurring after this Agreement is terminated and shall continue until finally adjudicated.

12. Insurance. Upon execution of this Agreement, and prior to Contractor's commencement of any Work, Contractor shall have secured a policy of commercial general liability insurance and Contractor shall provide Township with a corresponding Certificate of Insurance and Additional Insurance Endorsement naming Township as Additional Insured. Said additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Township. The coverage available to The Township, as Additional Insured, shall not be less than \$1,000,000 for Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There

shall be no endorsement or modification of the Commercial General Liability for arising from pollution, explosion, collapse, underground property damage or work performed by contractors. All coverage shall be placed with an insurance company authorized to provide coverage in the State of Ohio and shall be reasonably acceptable to the Township.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for Township for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any Work performed on behalf of Township. Contractor agrees to maintain coverage for the benefit of Township for a period of three (3) years, or until the expiration of the Statute of Limitations pursuant to applicable provisions of the Ohio Revised Code.

Each Certificate of Insurance shall provide that the insurer must provide to the Township with at least thirty (30) days prior written notice of cancellation and termination of the coverage. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, Contractor shall supply Township with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal or replacement of the original policy. Said new and replacement endorsements shall be substantially similarly endorsed in favor of Township as set forth above.

Additionally, Contractor shall provide Township with a Certificate of Insurance demonstrating liability insurance coverage for Contractor and any employees, agents, or subcontractors for any Worker's Compensation, Employer's Liability, and Automotive Liability. In the event any of these policies are terminated, Certificates of Insurance demonstrating replacement coverage shall be provided to Township. Coverage shall be no less than the following:

- a. Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Township prior to cancelation or nonrenewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.
- b. Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 per accident.

13. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provisions shall be interpreted so as best to reasonably effect the intent of the Parties hereto. The Parties further agree to replace any such invalid or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business, or other purposes of any such invalid or unenforceable provision.

14. **Equal Opportunity Employer.** Contractor certifies that it has adopted an Equal Employment Opportunity policy and is in full compliance with applicable federal, state, and local laws, rules, and regulations related to non-discrimination in employment.

Date: _____

Contractor:

Name:

Title:

Date: _____

Jackson Township:

Name:

Title:

EXHIBIT A

80% Payment Request Form and Conditional Waiver of Mechanics' Lien Rights

Contractor: _____

Date: _____

Payment Amount Requested: _____

Pursuant to the Demolition Agreement dated _____, Jackson Township ("Township") Contractor demolished the structure(s) located on property identified as Parcel No. _____, with address of _____ (the "Property").

As proof of substantial completion, Contractor has attached the following documentation to this Payment Request Form:

1. Site photos (before, during, after).
2. Copies of permits (County, City, Health Department, Utility Department, etc.)
3. Dump tickets
4. Evidence of compliance with all demolition specifications.
5. Other: _____

By signing below, Contractor waives and releases all mechanics' lien rights Contractor has for labor and service provided, and equipment and materials delivered, to Township under the Demolition Agreement as of the date of this request for payment. This waiver and release of mechanics' lien rights is effective upon Contractor's receipt of payment in the amount requested above, less any applicable retainages held by the Township.

Contractor:

Name:

Title:

EXHIBIT B

20% Retainage Payment Request Form and Conditional Waiver of Mechanics' Lien Rights

Contractor: _____

Date: _____

Payment Amount Requested: _____

Pursuant to the Demolition Agreement dated _____, Jackson Township ("Township") Contractor demolished the structure(s) located on property identified as Parcel No. _____, with address of _____ (the "Property").

As proof of substantial completion, Contractor has attached the following documentation to this Payment Request Form:

1. Finished Site photos (before, during, after).
2. Evidence of compliance with all demolition specifications.
3. Other: _____

By signing below, Contractor waives and releases all mechanics' lien rights Contractor has for labor and service provided, and equipment and materials delivered, to Township under the Demolition Agreement as of the date of this request for payment. This waiver and release of mechanics' lien rights is effective upon Contractor's receipt of payment in the amount requested above.

Contractor:

Name:

Title:

Property Information

2362 Berry Hill Drive Grove City, Ohio 43123



