

INVITATION TO BIDDERS

Sealed bids will be received by the Board of Allen County Commissioners, Allen County, Ohio, until 10:30 a.m., Monday, December 17, 2007, for the purchase and removal of the structures described in this Invitation. All sealed bids shall be sealed and addressed to the Board of Allen County Commissioners, 301 N. Main St, Lima, Ohio 45801, and marked "SEALED BID , ALL –EASTOWN ROAD – PROPERTY SALE, SEALED BID PROPOSAL" on the outside of the envelope. Bids will be opened at the office of the Allen County Commissioners, Allen County Ohio , 301 N. Main St., Lima, Ohio, Monday December 17, 2007 at 10:30 a.m.. The structures are located on the right-of-way required for the improvement and expansion of Eastown Road.

ALL-EASTOWN ROAD- Phase 3 –R/W; PID No. 24489

Bids are to be submitted only on a Bid Proposal Form ("SEALED BID , ALL –EASTOWN ROAD – PROPERTY SALE, SEALED BID PROPOSAL") prescribed by the Board of Allen County Commissioners . Copies of the Bid Proposal Form and pertinent Notice to Bidders containing information regarding each bidder's responsibility may be obtained at the below listed address:

**Vandemark Property Management
2150 N. Eastown Road
Elida, Ohio 45807
419-331-7653**

Certified checks, official bank checks, or money orders (**personal checks and cash are NOT acceptable**), payable to **Board of Allen County Commissioners** in the exact amount of the bid for each item, covering all structures listed in said item, must be filed with a signed Bid Proposal for each item. In the event bids are not accepted the checks will be returned to the bidders. The Bid Proposal and the Notice to Bidders shall be incorporated in and made part of the final contract between the Board of Allen County Commissioners and the successful bidder which contract shall include a Performance Guarantee as indicated below. The Board of Allen County Commissioners reserves the right to reject any or all bids and to waive technicalities.

Each bidder must properly execute the Non-Collusion Affidavit Form referred to in the Notice of Bidders.

Open house will be held as follows:

There will be three (3) Preview/Inspection dates held on the following Sundays; October 14, 2007, November 18, 2007 and December 9, 2007. These Preview/Inspection times will be between 1:00 P.M. and 2:30 P.M. for structures on Makley Drive, and between 3:00 P.M. and 4:30 P.M for structures on Springview Drive. Another Preview/Inspection date will be held on Wednesday, October 24, 2007, between 4:00 P.M. and 5:30 P.M. for the Makley Drive structures and between 6:00 P.M. and 7:30 P.M. for the 4 buildings on Springview Drive. Vandemark Property Management will also give private showings by appointment only to all interested buyers prior to and after all preview dates in the event potential bidders are not able to attend the preview/inspections of the buildings as scheduled.

The structures located on the parcels indicated, are described as follows:

- | | | |
|-------------|---|---|
| Item No. 1. | Single family dwelling structure located at 3443 Makley Drive, Lima, Ohio and being located on Parcel 36-3304-03-001.000. | Performance Guarantee: \$ <u>12,200.00</u> . |
| Item No. 2. | Single family dwelling structure located at 3445 Makley Drive, Lima, Ohio and being located on Parcel 36-3304-03-002.000. | Performance Guarantee: \$ <u>8,500.00</u> . |
| Item No. 3. | Single family dwelling structure located at 3446 Makley Drive, Lima, Ohio and being located on Parcel 36-3304-01-024.000. | Performance Guarantee: \$ <u>7,300.00</u> . |
| Item No. 4. | Single family dwelling structure located at 3344 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-041.001 and 46-0306-04-041.002 . | Performance Guarantee: \$ <u>15,000.00</u> . |
| Item No. 5. | Pole barn structure located at 3344 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-041.001 and 46-0306-04-041.002. | Performance Guarantee: \$ <u>8,100.00</u> . |
| Item No. 6. | Single family dwelling structure located at 3355 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-042.003 and 46-0306-04-042.004. | Performance Guarantee: \$ <u>23,000.00</u> . |
| Item No. 7. | Pole barn structure located at 3355 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-042.004 | Performance Guarantee: \$ <u>8,700.00</u> . |

All Bids shall include a description of the premises or location to which the structure to be bid shall be moved. Additionally, all bids shall include a written estimate, from a reputable, licensed and insured house mover, for the structure to be moved to the new location designated by the bidder. The intended relocation site of buildings must have the prior written approval of the

Board of Allen County Commissioners, Allen County Engineer or duly authorized representative. No part of any structure shall be placed within twenty-five (25) feet of the permanent right-of-way limits of any state highway.

BY ORDER OF THE BOARD OF ALLEN COUNTY COMMISSIONERS

Kelli A. Singhaus
Clerk of the Board

Please publish: October 7, 2007 and November 18, 2007

NOTICE TO BIDDERS

Sealed bid proposals will be received at the office of the Board of Allen County Commissioners; Allen County Courthouse; 301 N. Main Street; Lima, Ohio, until 10:30 a.m., MONDAY, DECEMBER 17th, 2007. All sealed bids shall be sealed and addressed to the Board of Allen County Commissioners, 301 N. Main St, Lima, Ohio 45801, and marked "SEALED BID; ALL-EASTOWN ROAD – PROPERTY SALE; SEALED BID PROPOSAL" on the outside of the envelope. Bids will be opened at the Office of the Board of Allen County Commissioners, Allen County Court House; 301 N. Main St., Lima, Ohio at 10:30 a.m. and publicly read aloud, for the purchase and removal of structures described in this notice. These structures have been acquired by Board of Allen County Commissioners from the former owners thereof and are located in the right-of-way required for the Eastown Road Extension Project;

ALL-EASTOWN ROAD – PHASE 3 R/W, PID No. 24489

The bids are to be submitted only on a Bid Proposal Form ("ALL-EASTOWN ROAD – PROPERTY SALE; SEALED BID PROPOSAL") available at the following Office:

Vandemark Property Management
2150 N. Eastown Road
Elida, Ohio 45807
Phone: 419-331-7653

All Bids shall include an exact description of the new premises or location to which the structure shall be moved. Additionally, all bids shall include a written estimate, from a licensed, insured and reputable house mover, regarding the structure to be moved from the present location to the new location as designated by the bidder.

Certified checks, official bank checks, or money orders (**personal checks and cash are NOT acceptable**), payable to **Board of Allen County Commissioners** in the exact amount of the bid for each item, covering all structures listed in said item, must be filed with a signed Bid Proposal for each item. In the event bids are not accepted the checks will be returned to the bidders. The Bid Proposal and the Notice to Bidders shall be incorporated in and made part of the final contract between the Board of Allen County Commissioners and the successful bidder. The Board of Allen County Commissioners reserves the right to reject any or all bids and to waive technicalities.

Terms of Sale: 1) To furnish within ten (10) days, after receipt of Notice of Availability of structures, a certified check, official bank check or money order as a Performance Guarantee in the sum required by the Notice to Bidders, to be deposited in trust with the Board of Allen County Commissioners to insure the performance of the removal operations set forth below. After completion of the removal and approval of same by the Board of Allen County Commissioners, said Performance Guarantee submitted shall be returned.

2) The Notice to Bidders shall be incorporated in and make part of the final contract between the Board of Allen County Commissioners and the successful bidder.

3) The Board of Allen County Commissioners reserves the right to reject any or all bids and to waive technicalities.

This property 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, 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.

The Board of Allen County Commissioners makes no representation or statements concerning the condition of the structures, the value thereof, the use that can be made of it, or the feasibility of moving the structure from its present location. Each Bidder is responsible for determining the feasibility of moving the structure and determining any and all obstructions, including but not limited to, utilities, trees, other structures, bridges, and road signs/signals and other obstructions.

Each successful bidder must properly execute the Non-Collusion Affidavit Form attached and include it as part of their bid submittal.

Removal of the structure must be completed no later than June 17, 2008.

The acceptance of the bid by the Board of Allen County Commissioners and written notification of award thereof, to the successful bidder shall constitute a contract by and between the successful bidder and the Board of Allen County Commissioners and shall be memorialized by a written Contract of Sale and Purchase which shall incorporate by reference all the terms, provisions and conditions of this Notice to Bidders and the Bid Proposal.

The Structures to be bid are located on the following parcels described with the amount of the corresponding Performance Guarantee as follows:

Item No. 1. Single family dwelling structure located at 3443 Makley Drive, Lima, Ohio and being located on Parcel 36-3304-03-001.000.

Performance Guarantee: \$ 12,200.00.

Item No. 2. Single family dwelling structure located at 3445 Makley Drive, Lima, Ohio and being located on Parcel 36-3304-03-002.000.

Performance Guarantee: \$ 8,500.00.

Item No. 3. Single family dwelling structure located at 3446 Makley Drive, Lima, Ohio and being located on Parcel 36-3304-01-024.000.

Performance Guarantee: \$ 7,300.00.

Item No. 4. Single family dwelling structure located at 3344 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-041.001 and 46-0306-04-041.002 .

Performance Guarantee: \$ 15,000.00.

- Item No. 5. Pole barn structure located at 3344 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-041.001 and 46-0306-04-041.002.
Performance Guarantee: \$ 8,100.00.
- Item No. 6. Single family dwelling structure located at 3355 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-042.003 and 46-0306-04-042.004
Performance Guarantee: \$ 23,000.00.
- Item No. 7. Pole barn structure located at 3355 Springview Dr., Lima, Ohio and being located on Parcel 46-0306-04-042.004
Performance Guarantee: \$ 8,700.00.

The intended relocation site of buildings must have the prior written approval of the Board of Allen County Commissioners, Allen County Engineer or duly authorized representative. No part of any structure shall be placed within twenty-five (25) feet of the permanent right-of-way limits of any state highway.

PERFORMANCE GUARANTEE

Within ten (10) days after receipt of the Notice of Availability of Structures, a Performance Guarantee for each item must be posted at the Board of Allen County Commissioners Office as indicated in Paragraph One (1) of the Notice to Bidders. This Performance Guarantee shall be evidenced by a certified check or official bank check, made payable to the **Board of Allen County Commissioners** in the amount listed in the Invitation to Bidders, and the Notice to Bidders, for each item bid. The performance guarantee shall be retained by the Board of Allen County Commissioners 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 Board of Allen County Commissioners. Thereafter, the Board of Allen County Commissioners will readvertise and resell or otherwise dispose of the structure or structures in the best interests of Allen County.

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 Board of Allen County Commissioners held harmless from all public liability, personal injury, death, or damages that may occur upon, in, 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 of Sale and Purchase of Structure and the Notice of 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 may be forfeited and the bid remittance retained by Allen County. The Board of Allen County Commissioners 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 Board of Allen County Commissioners 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 \$300.00 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 (a) the bidder declares, in writing, that he/she is unable to, or does not intend to, complete performance; or (b) Board of Allen County Commissioners, declares that, in their judgment, the bidder is unable to, or does not intend to, complete performance; or (c) the daily Penalty equals the amount of the Performance Guarantee. In the event 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 Board of Allen County Commissioners. The Board of Allen County Commissioners 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 Board of Allen County Commissioners for any damages over and above the amount hereinabove forfeited or retained.**

EXTENSION FOR COMPLETION

If the successful bidder finds it impossible for reasons beyond his 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 Board of Allen County Commissioners 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 the 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 granting permits for the removal, relocation or destruction of a structure, or unreasonable 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. Requests for extension 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 Board of Allen County Commissioners. 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:

- A. 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 Township, County or State Highway.
- B. Permits must be secured from the proper public authority, at the cost of the successful bidder, before removal work may be started. The successful bidder must determine whether all utilities have been properly disconnected in compliance with local requirements. The successful bidder shall be responsible for all costs associated with the removal of the structure.
- C. The removal of the structure or structures listed herein shall be to ground level. Foundation, basement, pit, well and cistern walls shall be removed to or below the grade of the surrounding area. Wells and septic tanks must be abandoned to meet the specifications of the local health department. This includes, but may not be limited to; wells shall be sealed, cut off below grade, and capped. Septic tanks must be pumped out, caved in and back filled. Basement floors shall be broken and all drains shall be sealed with masonry or with precast 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.

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 Board of Allen County Commissioners, Allen County Engineer or duly authorized representative 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 the existing ground with soil, granular material, shale, rock, or other clean non-combustible material.

Upon removal of the structure, the premises shall be secured in such a way so that it does not create a safety hazard or dangerous condition.

The intended relocation site of buildings must have the prior written approval of the Board of Allen County Commissioners, Allen County Engineer or duly authorized representative. No part of any structure shall be placed within twenty-five (25) feet of the permanent right-of-way limits of any state highway.

- D. The successful bidder agrees to assume all responsibility for the environmental condition of the property, including any contaminants such as asbestos that may be found on or within the structure, and further agrees to indemnify and hold harmless the Board of Allen County Commissioners, 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 the discovery, presence, disposal, release, or cleanup of contaminants, hazardous materials, or pollutants affecting the structure, as well as any personal injury or property damage related to such contaminants, hazardous material or pollutants. The indemnity set forth herein shall apply to all conditions existing on or before the date the structure is removed from Allen County property and for as long as the successful bidder, or their successors or assigns, retains ownership of the structure.

- E. The successful bidder, or his/her contractor hired to perform the work outlined herein, shall secure and maintain policy of general liability insurance naming The Board of Allen County Commissioners as additional insured. A certificate of liability insurance shall be furnished to the Board of Allen County Commissioners within five (5) days of execution of the Contract of Sale and Purchase. The minimum limits of the General Liability Insurance shall be \$500,000.00 per occurrence for personal injury and \$100,000.00 for property damage.
- F. The Successful Bidder shall assume all risk of injury or damage to himself/herself which may occur either on or off the premises from which the structure shall be removed. To the fullest extent permitted by law, the Successful Bidder shall at his/her sole cost and expense indemnify and hold harmless the Board of Allen County Commissioners, its employees and departments including but not limited to the Allen County Engineer Department, and Vandemark Property Management, their agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from the performance the work described herein, including but not limited to the removal of the structure and excavation of the foundation and filling to grade.
- G. The Successful Bidder may be subject to payment of State and/or local sales and/or use tax. The Board of Allen County Commissioners is not responsible for the collection of taxes. Purchasers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

NON-DISCRIMINATION

During the performance of the contract, any and all contractors hired by the successful bidder 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 Board of Allen County Commissioners relative to non-discrimination in federally-assisted programs of the Ohio Board of Allen County Commissioners (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 21.5 of the

Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

- (3) Solicitations For Subcontracts, 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 the 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 non-discrimination 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 Transportation Department 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 interests 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.

Board of Allen County Commissioners

NONCOLLUSION AFFIDAVIT

COUNTY OF _____)

STATE OF _____) SS.

_____, being first sworn, says
(Name of individual)

that he/she is _____ of
(title-owner, partner, president, secretary)

_____, submitting
(Name of organization)

the foregoing bid for **ALL-EASTOWN ROAD – PROPERTY SALE; SEALED BID PROPOSAL:** that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation, that such bid is genuine and not collusive or sham that said bidder to put in a false or sham bid, and not directly or indirectly solicited any other bidder to put in a sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder or of any other bidder, or to fix any overhead, profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract, that all statements contained in such bid are true; and further, that said bidder has not, directly or indirectly, submitted his/hers bid price or any breakdown thereof, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or person as a partnership or other financial interest with said bidder in his/hers general business.

(Affidavit)

Sworn to before me this _____ day of _____, 20 _____.

(Notary Public)

County of _____, State of _____

My commission expires _____

NOTE: THIS FORM SHALL BE SUBMITTED WITH THE BIDDER'S BID PROPOSAL.

ALL-EASTOWN ROAD – PROPERTY SALE

SEALED BID PROPOSAL

Note: Sealed bid proposal will be received by the Board of Allen County Commissioners, Allen County, Ohio, until 10:30 a.m., Monday, December 17, 2007, for the purchase and removal of the structures described in this Invitation. All sealed bids shall be sealed and addressed to the Board of Allen County Commissioners, 301 N. Main St, Lima, Ohio 45801, and marked “SEALED BID, ALL –EASTOWN ROAD – PROPERTY SALE, SEALED BID PROPOSAL” on the outside of the envelope. Bids will be opened at the office of the Allen County Commissioners, Allen County Ohio, 301 N. Main St., Lima, Ohio, Monday December 17, 2007 at 10:30 a.m.. The structures are located on the right-of-way required for the improvement and expansion of Eastown Road.

1. Description: The undersigned Bidder hereby offers to enter into a Contract of Sale and Purchase of Structure with the Board of Allen County Commissioners for the _____ (description building) hereinafter “Structure” located at _____ (address) and being located on _____ (parcel number)

2. Price: Bidder hereby agrees to pay for said Structure the sum of _____ (\$ _____) The Purchase Price by **Certified Check, Official Bank Check, or money order** made payable to Board of Allen County Commissioners is hereby submitted with this Bid Proposal..

3. All Bids shall include an exact description of the new premises or location to which the Structure shall be moved along with evidence of ownership of said premises or signed authorization from the owner of the premises to which the structure shall be moved. . Additionally, all bids shall include a written estimate, from a licensed, insured and reputable house mover, regarding the structure to be moved from the present location to the new location as designated by the bidder.

4. The undersigned Bidder hereby agrees to be bound by the following terms and conditions

- A. Only the structural parts of the house and garage including the foundation and improvements herein are to be sold by Sealed Bid and are being purchased in “As Is-Where Is” condition with no warranties expressed or implied. The Structure is being purchased in its present physical condition after examination by the Bidder, and the Bidder is relying solely upon such examination, with reference to the condition, value, character and size of the structure. The Board of Allen County Commissioners have made no representations or statements concerning the condition of the said Structure, the value thereof, the use that can be made of it, or the feasibility of moving the Structure from its present location.**
- B. This bid proposal shall not be contingent upon financing in any form or fashion.**
- C. Sealed Bids received by the Board of Allen County Commissioners after December 17,2007 at 10:30 A.M. or are not on the Offer To Purchase Contract form provided in the Sealed Bid Packet information WILL BE REJECTED by the Board of Allen County Commissioners.**

Building(s) Address: _____

- D. Bidder shall furnish within ten (10) days after receipt of Notice of Availability of structures, a certified check, official bank check or money order, made payable to the Board of Allen County Commissioners in the sum as required in the Notice of Bidders and shown as the "Performance Guarantee", to be deposited with the Board of Allen County Commissioners to insure the performance of the removal of the said building(s), the complete excavation of the crawl space or basement footer(s) and wall foundation(s), concrete floor material, porches, patios, decks, cistern(s), septic systems and leach field if any, which are a part of the building or buildings being purchased.
- E. Said Performance Guarantee deposit shall be returned to the buyer(s) by the Board of Allen County Commissioners upon written approval of the site excavation and backfill to grade by Allen County, Ohio Engineers office and the Allen County/Ohio Department of Health.
- F. In the event of default by the Bidder(s) in the failure to perform within the guidelines of this sealed bid proposal. Notice to Bidders, and/or the Contract of Sale and Purchase, all rights, title and interest of the Bidder in the said Structure may be retained by the Board of Allen County Commissioners. The Board of Allen County Commissioners 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. This is not intended to preclude recovery by the Board of Allen County Commissioners for any damages over and above the amount hereinabove forfeited or retained.
- G. The Bidder is required to move said building(s) from the site and perform the necessary excavation of the crawl space or basement footer(s), and wall foundation(s), concrete floor material, porches, patios, decks, cistern, septic system(s) and leach field if any, backfilled to grade and closing of water wells if any, subject to approval of the Allen County Ohio Engineers Office and Allen County, Ohio Department of Health or other governmental authority on or before June 17, 2008.
- H. It is the Bidders financial responsibility to pay for all moving costs for the Structure and perform, at the cost of the Bidder, the necessary excavation and removal of the crawl space or basement footer(s) and wall foundations, concrete floor material, porches, patios, decks, cistern(s) if any, septic system(s) and leach field if any to below or at ground level and closing of water well(s) if any subject to the approval of the Board of Allen County Commissioners, Allen County Engineer and the Allen County, Ohio Department of Health.
- I. Structures purchased shall only be removed from the present location by a licensed, insured, and reputable home mover in the business of relocating residential structures from one site to another.
- J. The Bidder shall be subject to a non-performance penalty of \$300.00/day as outlined in the Notice to Bidders for failure of performance.
- K. The Bidder acknowledges that he/she has made diligent effort to ascertain the total cost of moving this building or buildings to another location complete with excavation and removal costs for crawl space or basement footer(s) and wall foundations, concrete floor material, porches, patios, decks, sidewalks, trees, cistern(s) if any, septic system(s) and leach field, if any to below or at ground level.
- L. The Successful Bidder shall assume all risk of injury or damage to himself/herself which may occur either on or off the premises from which the structure shall be removed. To the fullest extent permitted by law, the Successful Bidder shall at his/her sole cost and expense indemnify and hold harmless the Board of Allen County Commissioners, its employees and departments including but not limited to the Allen County Engineer Department, and Vandemark Property Management, their agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from the performance the work described herein, including but not limited to the removal of the structure and excavation of the foundation and filling to grade.

Building(s) Address: _____

- M. Vandemark Property Management 2150 N. Eastown Rd. Lima, OH 45807 1-419-331-7653 is the designated representative of the Allen County Ohio Board of Commissioners and Allen County, Ohio Engineer.
- N. The Successful Bidder, or his/her contractor hired to perform the work outlined herein, shall secure and maintain policy of general liability insurance naming The Board of Allen County Commissioners as additional insured. A certificate of liability insurance shall be furnished to the Board of Allen County Commissioners within five (5) days of execution of the Contract of Sale and Purchase. The minimum limits of the General Liability Insurance shall be \$500,000.00 per occurrence for personal injury and \$100,000.00 for property damage.

Signature of Bidder

Printed Name

Title

Company Name

Street

City, State Zip

(____) _____
Phone Number

STATE OF OHIO
ss
COUNTY OF _____

Sworn to before and subscribed in my presence this _____ day of _____, 20_____.

Notary Public

**CONTRACT OF SALE AND PURCHASE
OF STRUCTURE
O.R.C. 307.12**

This Contract is made by and between the Board of Allen County Commissioners, Allen County, Ohio, hereinafter referred to as ALLEN COUNTY, and _____, hereinafter referred to as Purchaser.

WHEREAS, in accordance with Section 307.12 of the Ohio Revised Code, the Board of Allen County Commissioners may sell personal property which are not needed for public use, are obsolete, or are unfit for the use for which they were acquired; and

WHEREAS, by resolution dated _____ the Board of Allen County Commissioners found the structure located at _____ and being located on parcel no. _____ was not needed for public use for which it was acquired; and

WHEREAS, ALLEN COUNTY placed for sealed bid on December 17, 2007 and offered a structure for sale to the highest and best bid offered and received. Purchaser was the highest and best bidder and delivered to ALLEN COUNTY a check in the amount of \$_____.

NOW, THEREFORE, in consideration of the mutual promises, agreements, and covenants hereinafter contained, ALLEN COUNTY and Purchaser hereby agree:

1. As the highest bidder, Purchaser agrees to pay ALLEN COUNTY the sum of _____ Dollars (\$_____) for the structure located at _____.
2. Payment in full has been made by the Purchaser to ALLEN COUNTY in the form of a _____ check which has been received.
3. Within 10 days of execution of this Contract, ALLEN COUNTY will issue a Notice of Availability of Structure to Purchaser when the structure is available to be removed from County property. Removal of the structure must be completed no later than June 17, 2008 after receipt of the Notice of Availability from ALLEN COUNTY.
4. In the event that any structure covered by this contract is damaged or destroyed by fire or other cause between the date the bid is accepted and the date of possession as set forth in Paragraph 9 below, ALLEN COUNTY may (1) elect to proceed with the sale in which event ALLEN COUNTY will make the necessary repairs to reasonably restore the property in the same condition as it was at the time of the sale, or (2) elect to rescind the contract in which event all parties shall be released from all liability there under and all payments returned to the Purchaser.
5. ALLEN COUNTY views this transaction as an "as is" sale for "cash" and will not participate in any way, insofar as incurring any liability for expenses, charges, or costs in the securing of financing arrangements.

6. Purchaser agrees to assume all responsibility for the environmental condition of the property, including any contaminants such as asbestos that may be found on or within the structure, and further agrees to indemnify and hold harmless the Board of Allen County Commissioners, Allen County, Ohio, 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 the discovery, presence, disposal, release, or cleanup of contaminants, hazardous materials, or pollutants affecting the structure, as well as any personal injury or property damage related to such contaminants, hazardous material or pollutants. The indemnity set forth herein shall apply to all conditions existing on or before the date the structure is removed from County property and for as long as Purchaser, or their successors or assigns, retains ownership of the structure.

7. Purchaser agrees to secure all required permits, at Purchaser's sole cost and expense, from the proper public authority before removal operations may commence. Purchaser agrees to disconnect all utilities, at Purchaser's sole cost and expense, in compliance with local requirements. Purchaser agrees to remove the structure, at Purchaser's sole cost and expense, to ground level. Purchaser agrees to the following additional conditions for removal of the structure, all of which shall be performed at the sole cost and expense of the Purchaser:

a. Foundation, basement, pit and cistern walls shall be removed to the grade of the surrounding area. Wells and septic tanks must be abandoned to meet the specifications of the local health department. This includes, but may not be limited to, wells shall be sealed, cut off and capped. Septic tanks must be pumped out, caved in and back filled.

b. Basement floors shall be broken and all drains shall be sealed with masonry or with precast clay or concrete stoppers.

c. All concrete slabs under which a basement or void exists shall be broken. The area surrounding the structures removed shall be cleared of all debris. Any holes or voids under or adjacent to any of the structures removed shall be cleared of all debris and combustible material.

d. Before proceeding with the back fill operations, the Board of Allen County Commissioners, Allen County Engineer or representative shall be required to make an inspection of the site. On approval to proceed, such holes and voids shall be back filled to the level of the existing ground with soil, granular material, shale, rock or other clean non-combustible material.

e. The intended relocation site of structures must have the prior written approval of the Board of Allen County Commissioners, Allen County Engineer or duly authorized representative. No part of any structure shall be placed within twenty-five (25) feet of the permanent right-of-way limits of any state highway.

8. Within ten (10) days after receipt of the Notice of Availability of Structures, a performance guarantee for each structure must be provided to ALLEN COUNTY. This performance guarantee shall be evidenced by a certified check or official bank check, made payable to the **Board of Allen County Commissioners** in the bid amount. The performance guarantee is to insure the performance of the removal operations. 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 ALLEN COUNTY.

9. Purchaser shall have the right of possession upon providing 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 Purchaser. The Purchaser to whom the structure is awarded will be responsible for, and the Board of Allen County Commissioners held

harmless from, all public liability, personal injury, death, or damages that may occur upon, in, or to the structure on or after receipt of the performance bond. Failure to complete the work in accordance with the specifications set forth will be considered a breach of contract. In which event, all rights, title and interest of the Purchaser in the structure may be forfeited and the bid amount retained by ALLEN COUNTY.

10. Failure to complete the work in accordance with the specifications set forth in the Bid Proposal, Contract of Sale and Purchase of Structure and the Notice of 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 Purchaser in said structure or structures may be forfeited and the bid remittance retained by Allen County. The Board of Allen County Commissioners 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 Board of Allen County Commissioners 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 \$300.00 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 (a) the Purchaser declares, in writing, that he/she is unable to, or does not intend to, complete performance; or (b) Board of Allen County Commissioners, declares that, in their judgment, the Purchaser is unable to, or does not intend to, complete performance; or (c) the daily Penalty equals the amount of the Performance Guarantee. In the event any of the above conditions occur, all rights, title and interest of the Purchaser in said structure or structures and the bid remittance are then automatically forfeited to the Board of Allen County Commissioners. The Board of Allen County Commissioners 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 Board of Allen County Commissioners for any damages over and above the amount hereinabove forfeited or retained.**

11. Purchaser, or his/her contractor hired to perform the work outlined herein, shall secure and maintain policy of general liability insurance naming The Board of Allen County Commissioners as additional insured. A certificate of liability insurance shall be furnished to the Board of Allen County Commissioners within five (5) days of execution of the Contract of Sale and Purchase. The minimum limits of Purchaser's Liability Insurance shall be \$500,000.00 per occurrence for personal injury and \$100,000.00 for property damage.

12. All notices shall be sent to:

ALLEN COUNTY

Purchaser

13. The Purchaser shall assume all risk of injury or damage to himself/herself which may occur either on or off the premises from which the structure shall be removed. To the fullest extent permitted by law, the Purchaser shall at his/her sole cost and expense indemnify and hold harmless

the Board of Allen County Commissioners, its employees and departments including but not limited to the Allen County Engineer Department, and Vandemark Property Management, their agents and employees, from and against all claims, damages, losses, and expenses, including but not limited to attorney fees, arising out of or resulting from the performance the work described herein, including but not limited to the removal of the structure and excavation of the foundation and filling to grade.

14. Purchaser is purchasing the structure described herein in "As Is-Where Is" condition with no warranties expressed or implied. The Structure is being purchased in its present physical condition after examination by the Purchaser, and the Purchaser is relying solely upon such examination, with reference to the condition, value, character and size of the structure. The Board of Allen County Commissioners have made no representations or statements concerning the condition of the said Structure, the value thereof, the use that can be made of it, or the feasibility of moving the Structure from its present location.

15. This Contract shall incorporate and include the terms and conditions of the Notice of Bidders and Bid Proposal which shall constitute the entire agreement between the parties. Neither this Contract nor any rights, duties, or obligation described herein shall be assigned by either party hereto without the prior express written consent of the other party.

16. This Contract shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Ohio.

17. Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal=s behalf.

18. Purchaser may be subject to payment of State and/or local sales and/or use tax. The Board of Allen County Commissioners is not responsible for the collection of taxes. Purchasers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

IN WITNESS WHEREOF, the parties hereunto have caused this Contract to be duly executed in duplicate as of the day and year last written above.

Witnessed by:

**The Board of County Commissioners
Allen County, Ohio**

Purchaser

Print Name:

Address:

City, State Zip Code:

Phone Number:

Approved as to form only,

Allen County Prosecuting Attorney
Allen County, Ohio

