

Project Manual and Bid Documents

City of Ranson Code Enforcement Demolitions

City of Ranson, West Virginia



RANSON

Bids Close: August 25, 2021 @ 11:00 a.m.
City of Ranson
Attn: "Code Enforcement Demolition Proposal"
312 S. Mildred Street
Ranson, West Virginia 25438

Optional Pre-Bid Meeting: August 17, 2021 @ 10:00 a.m.
Ranson City Hall
312 S. Mildred Street
Ranson, West Virginia 25438

Bid Bond: 10% of bid amount

Performance Bond: 100% of Contract Amount

CITY OF RANSON NOTICE TO BIDDERS

INVITATION TO BID: The City of Ranson is seeking sealed bids for the demolition of structures that have been ordered for demolition by the City's Building Official. Bids must be submitted in a sealed envelope clearly marked "CODE ENFORCEMENT DEMOLITION PROPOSAL" on the outside. Bids will be accepted until 11:00 a.m. on August 25, 2021, at Ranson City Hall, 312 S. Mildred Street, Ranson, WV 25438. Detailed specifications are available at <http://cityofransonwv.net/351/City-Bid-Opportunities>. Any questions concerning the bid specifications should be directed to Edward Erfurt, Assistant City Manager, by email at eerfurt@ransonwv.us. The City shall award the contract or reject all bids within thirty (30) days, unless there has been an agreed extension. The City of Ranson reserves the right to accept or reject any and all bids, waive any informality in the bidding process and accept the bid that is in the best interests of the City of Ranson. The City of Ranson also reserves the right to expand, reduce or eliminate the scope of work once bids are received.

An optional pre-bid meeting will be held on August 17, 2021, at 10:00 a.m. at the Ranson City Hall, 312 S. Mildred Street, Ranson.

Each bid must be accompanied by a bid bond, or a certified check or a cashier's check made payable to the City of Ranson, West Virginia, as a guarantee that if the contract is awarded to the bidder, that the bidder will enter into a contract and will furnish a performance bond equal to the amount of the contract, for the faithful performance of said contract within twenty (20) days of the award date. For the bid to be accepted, the bid bond must be included with the current bidding forms and shall not be less than 10% of the amount bid. All bid bonds and performance bonds must comply with the provisions of WV Code §§ 33-19-1 and 33-12-7 including the requirement regarding counter-signature of the bond agent of the insurer. In the event that a cashier's check or certified check is used, it is necessary that a certificate of surety accompany it to guarantee the furnishings of the above required performance bond

Women and minority-owned businesses are encouraged to submit proposals.

Edward Erfurt
Assistant City Manager

**CITY OF RANSON
GENERAL TERMS AND INSTRUCTIONS TO BIDDERS
TERMS AND CONDITIONS OF PROPOSAL**

The intent of this requests for bids (RFB) to seek qualified contractors to demolish all structures at on the listed properties in this RFB. The owners of each of these properties have failed to comply with a demolition order within the time prescribed by the code official. The City is seeking bids to cause the structures to be demolished and removed through Contract. These costs will be paid to the awarded bidder in full and the cost of demolition shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

Interested bidders will be responsible for permitting for the demolition through the City's Community Development Department, responsible for all testing for potentially hazardous materials, and if applicable removal of any potentially hazardous materials prior to demolition. Bids shall include the removal of all structures on the property. All demolition debris shall be removed from the site, any foundations/basements filled, the site shall be graded, and the area of disturbance shall be stabilized with seed. The City demolition permit fees shall be waived for these demolitions.

Successful bidder will be determined by the City of Ranson based on ability to comply with attached specifications and project cost. Preference shall be provided to bidders that submit for multiple demolitions. Proposals are to be submitted in person or via mail by the specified time to the City of Ranson, 312 S. Mildred Street, Ranson, WV 25438. Post-marked submissions received after specified date and time will not be accepted.

GENERAL CONDITIONS

1. Contractor shall apply for a demolition permit with the City's Community Development Department within 30 days of the award of the bid. All City Permit fees shall be waived. Permit applications may be made online at www.MyGovernmentOnline.org.
2. The successful bidder, upon his/her failure to execute and deliver the contract and performance bond in the amount of 100% of the bid price required within twenty (20) days after he/she has received notice of acceptance of bid, shall forfeit to the City as liquidated damages for such failure or refusal the bid security deposited with the proposal.
3. Bidders shall be experienced in the kind of work required to be performed, have the necessary equipment therefore, and sufficient capital to properly execute the work within the time allowed. Bids received from bidders who have previously failed to complete contracts within the time required, or have previously performed similar work in an unsatisfactory manner, or who do not have the required equipment or capital to properly execute the work may be rejected.

4. Bids shall not be based upon the use of materials that do not comply with the requirements of the specifications or which cannot be secured in the quantity desired, within the time required for the intended use thereof. Bidders shall secure the status of all materials that have to be used before submitting a bid. Bids that are based upon materials that do not comply with the requirements of the specifications may be considered irregular. The successful bidder, when requested by the City, shall furnish a statement within five (5) days upon receipt of such a request giving the name, location and source of supply of the various materials upon which his bid was based and that will be used in the work. The Contractor shall obtain the City's written approval of the materials he/she intends to use before any orders are placed or delivery made of said materials. In making requests for said approval, the name of the producer, location of supply, method and date of initial shipments, proposed use, etc., should be given. All orders placed for materials shall state the official name of the job which said materials will be used, also the exact size or grade wanted and the intended use as defined in the specifications, instructions to bidders or as shown on the plans. All work performed and materials furnished by the contractor, which do not comply with the requirements, therefore, shall be repaired or replaced as ordered by the City. When defective work is ordered repaired, the method and manner of making said repairs shall be in a manner satisfactory to the City. No material which has been rejected, the defects of which have been corrected or removed, shall be used until approval has been given therefore by the City. Condemned material shall be removed at once from the site or the immediate vicinity of approved materials when so ordered.
5. The Contractor shall attend to every part of the work personally or through a competent superintendent or work manager who must be kept on the work site and be authorized to receive instructions in the absence of the Contractor. Contractor shall employ only competent persons to do the work. They must be experienced and skilled in the particular kind of work they are expected to perform. They must perform their work in a neat and workmanlike manner, and in strict compliance with the requirements of the specifications or instructions of the City.
6. The City, by written notice to the Contractor, may suspend all work or any portion therefore, if in the City's judgment said work cannot be properly pursued for any reason whether within or without the control of the Contractor.
7. The work shall be coordinated with City's representative to minimize disruption of normal activities. Contractor shall provide a continuous workforce to the project unless weather conditions prevent proper application or unless the City gives prior approval. In case the Contractor shall be delayed due to the failure on the part of the City to furnish anything on its part or for any other cause beyond the control of the Contractor, he shall be entitled to such an extension of time for the completion of the work as in the judgment of the City, shall be fair and just.

8. The Contractor shall indemnify and hold harmless the City of Ranson from and against all claims, damages, losses and expenses arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.
9. The Contractor shall take all precautions to protect the work area, its contents, and employees from damage from the work and the weather during construction.
10. Insurance Policies: The minimum amounts of insurance to be carried by the contractor shall be as follows:
 - a. Public Liability and Property Damage Insurance, including Contingent Liability and Contractual Liability Insurance: A combined single limit of \$1,000,000 per occurrence for personal injury with a \$2,000,000 annual aggregate.
 - b. Automobile Liability Insurance: \$1,000,000 per accident.

If any part of the work is sublet, insurance of the types and limits as provided in the sample above, shall be provided by or on behalf of the subcontractors to cover that part of the work they have contracted to perform. One certified copy of the Contractor's protective public liability and property damage insurance policy, including contractor's protective public liability and property damage insurance and contractual liability insurance, all with the necessary endorsements attached, shall be forwarded to the City for review and approval before the Contractor or subcontractor will be permitted to begin work.

All policies required under this contract shall include an endorsement requiring ten (10) days prior written notice to the City before any changes or cancellation is made effective. All of the insurance noted above shall provide protection for the City, its representatives and employees and others lawfully on its property, and shall be maintained until completion of the work.

If all or any portion of the work to be performed under this contract, is designated to occur on or pass through, under or over, other than lands owned by the City or public rights-of-ways, the Contractor shall cause to include the owner or owners of said private property in all insurance coverage's as are required by the City. The prospective bidder shall note the above provisions and shall ascertain the cost to

him/her of all the required insurance policies before submitting his/her bid. No separate payment will be made for the cost of the insurance herein specified, but the Contractor shall include the cost of such insurance in the prices bid for the various items scheduled in the proposal.

11. The Contractor shall remove waste materials in a timely manner to prevent waste materials from accumulating and from leaving the immediate construction areas, via winds, rain, etc.
12. Site Investigation. The Contractor acknowledges that he has investigated and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality and quantity of materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site.
13. The Contractor shall begin work immediately after the execution of the contract by the contractor and the City shall continue, without interruption, until the work is completed, except as herein provided. All work in this project is strongly desired to be completed on or before December 10, 2021. The Contractor shall not perform any work not designated in the contract unless written orders have been previously given as herein provided; neither shall the Contractor perform any work herein specified in any manner other than that herein specified. Unauthorized work will be condemned, and must be removed and replaced at the Contractor's expense, unless otherwise ordered by the City in writing.
14. Prevailing Wages; Davis-Bacon Not Applicable. This contract shall not be subject to WV prevailing wage or federal Davis-Bacon.
15. Tax Exempt Status. The City is exempt from all Federal and State Taxes. The bid shall not include a tax for work/supplies/materials being bid.
16. Non-Collusion / Affirmative Action. Each bid must also be accompanied by a properly executed Non-Collusion Affidavit certificate respecting compliance with Title VII of the U.S. Civil Rights Act of 1964. Each proposal must be accompanied by a properly executed Affirmative Action Plan Affidavit respecting compliance with federal law.
17. Required Licenses. Contractors must possess a valid and appropriate West Virginia state contractor's license and the ability to obtain a City business license upon bid award. **Copies of West Virginia licenses are required to be submitted with bid documents.**

18. **Payment.** Monthly and/or progress payment requests for payment shall be allowed in accordance with Contract. Application for payment shall be made to the City with an original invoice attached for the work/materials/supplies accepted in the bid award. The request for payment should be submitted at least twenty (20) working days prior to the expected payment date.
19. The City of Ranson contractually reserves the right at all times to change quantities, provided that said quantities changed, multiplied by the unit price bid would not change the determination of the low bidder to the total bid price of each bidder. The exact quantity, as constructed, may vary from the estimated amount.
20. The inspection of the work will not relieve the Contractor of any of his obligations to fulfill this contract as herein prescribed and defective work and/or materials shall be replaced and unsuitable materials will be rejected notwithstanding that such work and materials have been overlooked by the City and accepted or estimated for payment. If the work or any part thereof is found defective at any time before the final acceptance of the entire project, the Contractor shall forthwith correct such effect or defects, in a manner satisfactory to the City.
21. The Bidder must prepare the bid on the attached bid forms. Unless otherwise stated, all blank spaces on the bid form or pages must be filled in. Either a unit price, lump sum price, or a "no-bid", as the case may be, must be stated for each and every item and must be either typed in or written in ink.
22. Bidders are cautioned to verify their bids before submission. Negligence on the part of the respondent in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened. In case of error in the extension of prices in the bid, unit prices will govern.
23. Any and all changes to the specifications/plans are valid only if they are included by written addendum to all Bidders. Each Bidder must acknowledge receipt of any addenda by indicating on the Bid form. Each Bidder, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes to the bid therein. Failure to acknowledge any addenda may cause the bid to be rejected.
24. It is the intent of the City to award a contract to the lowest responsible Bidder who meets specifications. The City reserves the right to determine the lowest responsible Bidder on the basis of an individual item, groups of items, or in any way determined to be in the best interest of the City. Award will be based on the following factors (where applicable): (a) adherence to all conditions and requirements of the bid specifications; (b) price; (c) qualifications of the Bidder, including past performance, financial responsibility, general reputation, experience, service capabilities, and facilities; (d) delivery or completion date; (e) product appearance, workmanship,

finish, taste, feel, overall quality, and results of product testing; (f) maintenance costs and warranty provisions; and (g) repurchase or residual value.

25. Reference to brand names and numbers is meant to be descriptive, not restrictive, unless otherwise specified. Bids on equivalent items will be considered, provided the Bidder clearly states exactly what is proposed to be furnished, including complete specifications. Unless the Bidder specifies otherwise, it is understood the Bidder is offering a referenced brand item as specified or is bidding as specified when no brand is referenced, and does not propose to furnish an "equal." The City reserves the right to determine whether a substitute offer is equivalent to, and meets the standard of quality indicated by the brand name and number.

26. Each Bidder represents and warrants that the goods or services furnished hereunder (including all labels, packages and containers for said goods) comply with all applicable standards, rules and regulations in effect under the requirements of all Federal, State, and local laws, rules and regulations as applicable, including the Occupational Safety and Health Act as amended, with respect to design, construction, manufacture, or use for their intended purpose of said goods or services.

27. Materials or equipment purchased are subject to inspection and approval at the City's destination. The City reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection

28.

A. The Contractor warrants that all goods and services furnished to the City shall be in accordance with specifications and free from any defects of workmanship and materials: that goods furnished to the City shall be merchantable and fit for the City's described purposes, and that no governmental law, regulation, order, or rule has been violated in the manufacture or sale of such goods.

B. The Contractor warrants all equipment furnished to be in acceptable condition, and to operate satisfactorily for a period of one (1) year from delivery of, or the completion of installation, whichever is latest, unless stated otherwise in the specifications, and that if a defect in workmanship and/or quality of materials are evidenced in this period, the Seller shall remit full credit, replace, or repair at City's discretion immediately, such equipment and/or parts that are defective at no additional cost to the City.

C. The Contractor warrants to the City that each item furnished hereunder, and any component part thereof, will be new and in conformity with the specifications in all respects, unless otherwise specified, and is of the best quality of its respective kind,

free from faulty workmanship, materials, or design, and installed sufficiently to fulfill any operating conditions specified by the City.

D. The Contractor shall repair or replace any item or component part thereof found not to be in conformity with this paragraph provided the City notified the Seller of such nonconformity within one (1) year after initial use or within eighteen (18) months after delivery, whichever occurs first. In the event Seller fails to proceed diligently to so replace or repair within a reasonable time after receipt of such notice, the City may undertake or complete such replacement or repair for Seller's account, and the seller will be responsible for any additional costs. Acceptance shall not relieve the seller of its responsibility.

29. The bidder shall at all times observe and comply with all laws, ordinances and regulations of the Federal, State, Local and City Governments, which may in any manner affect the preparation of bids or the performance of the contract.

30. The City may not certify payment and may withhold payment in whole or in part, to the extent reasonably necessary to protect the City, if the quality of the work is not in accordance with the contract documents. If the City is unable to certify payment in the amount of the invoice, the City will promptly issue payment for the amount of the Work completed in accordance with the contract documents. The City may not certify payment due to any Contractor negligence or contract non-compliance.

a. Defective work not remedied

b. Third party claims filed or reasonable evidence indicating probable filing of such claims

c. Failure of Contractor to make payments properly to Subcontractors for labor, materials, or equipment

d. Reasonable evidence that the work cannot be completed for the unpaid balance of the Contract Sum

e. Damage to the City or another contractor

f. Reasonable evidence that the work will not be completed within the Contract period and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay

g. Persistent failure to carry out work in accordance with the Contract Documents.

31.

A. The City reserves the right to make changes in the plans and specifications by altering, adding to, or deducting from the work, without invalidating the contract. All such changes shall be executed under the conditions of the original contract, except

that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

B. No change shall be made unless a written Change Order and/or modified Purchase Order is issued by the City stating that the City has authorized the change, and no claim for an addition to the contract shall be valid unless so ordered.

C. If such changes diminish the quantity of work to be done they shall not constitute a claim for damage or anticipated profits on the work, such increase shall be paid in one or more of the following ways:

1. by estimate and acceptance in lump sum
2. by unit prices named in the contract's bid form or subsequently agreed upon.

BID FORM
FOR
Code Enforcement Demolition

1.01 BID TO:

THE CITY OF RANSON
312 S. Mildred Street
Ranson, WV 25438

hereinafter called "OWNER".

1.02 BID FROM:

(Hereinafter call "BIDDER")

Address

Telephone Number

Email Address

Fax Number

1.03 BID FOR: Code Enforcement Demolition

1.04 ACKNOWLEDGEMENT:

A. The Bidder, in compliance with the adopted Building Code and and Bid Documents, having carefully examined the conditions at each property, and being familiar with all of the existing conditions and limitations surrounding the demolition of the proposed project, including the structure of the ground, subsurface conditions, the obstacles which may be encountered, local restrictions, and all other relevant matters concerning the Work to be performed, hereby PROPOSES to perform everything required to be performed, and to provide all labor, materials, necessary tools and equipment, expendable equipment, all applicable permits and taxes and fees, and provide all utility and transportation services necessary to perform and complete in

a workmanlike manner the Project in accordance with all the plans, specifications and related Contract Documents as prepared by the City of Ranson.

B. The undersigned hereby acknowledges receipt of Invitation of Bids, Instruction to Bidder, the Project Manual, Drawings, and other Contract Documents and acknowledges receipt of the following Addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

1.05 GENERAL STATEMENTS

A. The undersigned has checked all of the figures contained in this proposal and further understands that the Owner will not be responsible for any errors or omissions made therein by the undersigned.

B. It is understood that the right is reserved by the Owner to reject any or all proposals, to waive all informality in connection therewith and to award a Contract for any part of the work or the Project as a whole.

C. The undersigned declares that the person(s) signing this proposal is/are fully authorized to sign on behalf of the named firm and to fully bind the named firm to all the conditions and provisions thereof.

D. It is agreed that no person(s) or company other than the firm listed below or as otherwise indicated hereinafter has any interest whatsoever in this proposal or the Contract that may be entered into as a result thereof, and that in all respects the proposal is legal and fair, submitted in good faith, without collusion or fraud.

E. It is agreed that the undersigned has complied and/or will comply with all requirements concerning licensing and with all other local, state and national laws, and that no legal requirement has been or will be violated in making or accepting this proposal, in awarding the Contract to him, and/or in the prosecution of the Work required hereunder.

F. To be considered a bona fide offer, this proposal must be completed in full and accompanied by a bid deposit or a bid bond when required by Contract Documents or Addenda.

1.06 AGREEMENT

A. In submitting this Bid, the undersigned agrees:

- 1. To hold this Bid open for sixty (60) days from submittal date.**
- 2. To enter into and execute a Contract with the Owner within twenty (20) days after receiving Notice of Award from the Owner.**
- 3. To accomplish the work in accordance with the Contract Documents.**
- 4. To complete the work by the time stipulated in the General Conditions**

B. The Owner reserves the right to reject any and all Bids and to waive any informalities in Bidding.

1.07 PROPOSED PRICES

A. The Bidder hereby proposes to furnish all labor, materials, equipment, transportation, construction and facilities necessary to complete, in a workmanlike manner and in accordance with the Project Bid Manual and Documents titled "Ranson Code Enforcement Demolitions." the contract of work bid upon herein for compensation in accordance with the following :

40 Turf Lane \$ _____

TOTAL BID AMOUNT: \$ _____

1.08 BID SECURITY

Accompanying this proposal is a bank draft, bid bond, Cashier's check or Certified check as surety in the amount of not less than ten percent (10%) of the Total Bid payable to the City of Ranson.

The amount of the check or draft is: \$ _____

If this bid is accepted and the undersigned shall fail to execute a contract and contract bond as required it is hereby agreed that the amount of the check or draft or bidder's bond substituted in lieu thereof, shall become the property of the City and shall be considered as

payment of damages due to delay and other causes suffered by the City because of the failure to execute said contract and contract bond; otherwise said check or draft shall be returned to the undersigned.

ATTACH BANK DRAFT, BANK CASHIER'S CHECK OR CERTIFIED CHECK HERE.

In the event that one check or draft is intended to cover two or more bids, the amount must be equal to the sum of the proposal guarantees of the individual sections covered.

1.09 PERFORMANCE/PAYMENT BOND The undersigned bidder agrees to provide Performance Bond and Payment Bond executed in accordance with Contract Performance Bond form furnished by and acceptable to the Owner written with _____ in the amount of 100% of the Contract Sum (Total Base Bid and all accepted alternatives and adjustments) the cost of which is included in the Bid.

1.10 NOTICE TO PROCEED. The Code Enforcement Demolitions within this bid are the result of code enforcement action where the Building Official has ordered a demolition of all structures on the above properties. The owners of these properties may opt to undertake the demolition of these properties prior to the notice to proceed, or may file legal action with the City that may delay the demolition of these properties awarded under this bid.

I understand that the City may remove one or more of the properties on this bid prior to the notice to proceed.

1.11 REFERENCES

A. Provide three (3) references for which your firm has completed work of a similar scope in the past.

1. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

Contract Value: _____

Contract Dates: _____

2. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

Contract Value: _____

Contract Dates: _____

3. Name: _____

Address: _____

Contact Person: _____

Phone: _____

Email: _____

Contract Value: _____

Contract Dates: _____

1.12 PROPOSAL SIGNATURE (REQUIRED)

A. SOLE PROPRIETOR

Signature of Bidder: _____

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20__

Notary Public

Commission Expires: _____

B. PARTNERSHIP

Signature of All Partners:

Name (typed or printed)

Name (typed or printed)

SUBSCRIBED AND SWORN to before me this ___ day of ___, 20__

_____ Notary Public

Commission Expires: _____

C. CORPORATION Signature of Authorized Official: _____

Title: _____

Name above (typed or printed): _____

(If other than the president, attach a certified copy of that section of corporate bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation.)

(Corporate Seal)

Attest: _____

Secretary

SUBSCRIBED AND SWORN to before me this ____ day of ____, 20__

Notary Public

Commission Expires: _____

CITY OF RANSON
AFFIDAVIT OF NON-COLLUSION
THIS AFFIDAVIT IS TO BE FILLED OUT AND EXECUTED BY THE BIDDER
IF THE BID IS MADE BY A CORPORATION, THEN BY ITS
PROPERLY AUTHORIZED AGENT

State of _____, County of _____

(Name of Authorized Individual Making Bid)

residing at _____, being duly sworn does depose and
say that _____

(Give Name of Bidder or Bidders)

(Business Address)

and, _____
(Give Names and Addresses of All other persons, firms or corporations interested)

is or are the only person or persons interested with sharing in the profits of the herein contained Bid; that the said Bid is made without any connection or interest in the profits thereof with any other persons making any bid or proposal for said work; that said bid is on our part, in all respects fair and without collusion and fraud; and also that no member of, head of any department or Bureau, or employee therein, or any Officer of the City of Ranson, County of Jefferson is directly or indirectly interested therein.

(Signature of Authorized Individual Making Bid)

Subscribed and sworn to this _____ day of _____,

Before _____
(Notary Public)

My Commission Expires: _____, 20____.

**CITY OF RANSON
CERTIFICATE EQUAL OPPORTUNITY EMPLOYMENT**

The undersigned contractor does hereby certify to the City of Ranson that it complies in all respects with the provisions of the equal employment opportunity provisions of Title VII of the United States Civil Rights Act of 1964, as amended and supplemented, and that it does not practice discrimination in employment because of race, color, religion, sex or national origin.

By: _____

Title: _____

Printed Name: _____

Company: _____

Address: _____

Telephone: _____

WITNESS:

Secretary

Date

SPECIFICATIONS FOR
City of Ranson Code Enforcement Demolitions

Code Enforcement Demolitions:

This project consists of furnishing all labor, materials, equipment, tools, supervision and other facilities necessary for the performance of the work described below.

- All work must be performed consistent with the 2015 International Building Code adopted by the City of Ranson.
- The work must be performed by a Contractor skilled and regularly engaged in the general class or type of work called for under the Project Bid Manual. The bidder must have a current contractor's license issued by the State of West Virginia. The license must apply to the work described in the Project Bid Manual.
- Contractor shall apply for a demolition permit with the City's Community Development Department within 30 days of the award of the bid. All City Permit fees shall be waived. Permit applications may be made online at www.MyGovernmentOnline.org.
- All work is to be completed within 90 days of receiving a building permit.
- All permit applications shall include an Environmental Assessment. All demolition permits are to have a thorough inspection to identify and quantify any asbestos containing materials (ACM).[def.] 40CFR61. A report by a qualified professional is required. If asbestos is present, a separate Asbestos Abatement Permit is required. All City permit fees shall be waived.
- Remove all buildings and structures to ground. Remove any foundations, patios, lead walks and driveways. Basements and foundations shall be backfilled with clean fill as applicable. Remove all debris for legal disposal and no disposal of any materials on site.
- Remove all service utilities to the property, including disconnection of dry utilities, and coordination of capping of wet utilities with the respective utility provider. Remove and dispose of any oil or fuel tanks that may be present. Cap disturbed area, grade terrain, and surface with 2 inches of loam; seed area with grass seed
- Finish out two remaining gables on town houses on either side to include footer, foundation, insulation, sheathing, house wrap, and siding. All work will need to be completed to comply with the 2015 IRC.

City of Ranson



RANSON
AT THE CENTER OF OPPORTUNITY.

Department of Community Development

312 South Mildred Street
Ranson, West Virginia 25438-1621
Phone (304) 725-1010 | Fax (304) 728-8579
Email: permits@ransonwv.us

Keith D. Pierson - Mayor

Council Members:

Mike Anderson
Dave Cheshire
Scott Coulter
Donnie Haines
Gene Taylor

July 8, 2020

Owner:
Gregory Hall
Trung Thanh Nguyen
P.O. Box 71
Halltown, WV., 25423

Location of Violation
40 TURF LN., RANSON, WV 25438
08000102040000

NOTICE OF VIOLATION **ORDER TO DEMOLISH**

Case Number: CE-20-282

To Whom It May Concern:

On April 6, 2020, the City Code Compliance Officer conducted an initial inspection for work being completed without a permit. The Building Official issued a Stop Work Order for the above property. The Building Official has determined that the structure appears to have become so out of repair due the interior demolition that the structure is dangerous and unsafe. The Building Official provided the property owner or agent 30 days to apply for building permits to complete the renovation of this structure or apply for a permit to demolish and remove all structures on this property. No permits for the work underway have been submitted to the City.

Due to the property owners lack of compliance; The Building Official is issuing a Demo Order for an unsafe structure.

As a result of the inspection and as the certified Building Code Official for the City of Ranson, I hereby place an Order to Demo on the structure at the above-stated address because I have deemed it as a structure unfit for human habitation pursuant to Section 110 of the International Property Maintenance Code as adopted by the State of West Virginia and City Council of the City of Ranson. Therefore, you are being served with this notice of demolition.

Basis of Order to Demo: Based upon the amount of work that was completed without a permit the structure is now in violation and needs to be brought up to today's codes. The structure appears to have been compromised structurally and has been deemed unsafe for human habitation.

Corrective Action: The property owner shall Apply for a Demolition Permit at the City of Ranson within the next 30 days.

Failure to Comply will result in further code enforcement taking measures under 110.3 of the International Property Maintenance Code. The Code Official shall cause all structures on this property to be demolished and removed, and the cost of such demolition and removal shall be charges against the real estate upon which the structure is located and a shall be a lien upon such real estate.

Pursuant to Section 5-140 of the Ranson Municipal Code and Section 111 of the International Property Maintenance Code, you have the right to appeal this order. Sec. 111.1 - Application for Appeal to the Ranson Board of Appeals, provided that a written application for appeal is filed within 20 days after the date of this order.

Until the violations of this letter are resolved an in ordinance to Sec. 5-54. - Transfer of Ownership, it shall be unlawful for the owner to sell, transfer, mortgage, lease or otherwise dispose of such structure to another until the provisions of the compliance order or notice of violation have been complied with, or until such owner or the owner's authorized agent shall first furnish the grantee, transferee, mortgagee or lessee a true copy of any compliance order or notice of violation issued by the code official and shall furnish to the code official a signed and notarized statement from the grantee, transferee, mortgagee or lessee, acknowledging the receipt of such compliance order or notice of violation and fully accepting the responsibility without condition for making the corrections or repairs required by such compliance order or notice of violation.

You have the right to appeal this notice and order by filing a written application for appeal with the Board of Appeals for the City of Ranson. The application for appeal must be filed within twenty (20) days after the day this notice is served upon you. The appeal shall be based on a claim that the true intent of the code or rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of the code are adequately satisfied by other means.

Please feel free to contact me to discuss this matter further.

Sincerely,

Brian Riston
Building Official and Code Enforcement Officer



Inspection Report

Inspection Date: 7/8/2020 11:44:00 AM

COMPLETED

**should contact Ranson at
(304) 725-1010 for further information.**

Project Number	Work Order ID	Inspection ID
CE-20-282	13227151	9137523

Jurisdiction	Inspection type	Inspector
Ranson	Post Property	Patrick Coulter

Customer	Address	Phone
	40 TURF LN RANSON, WV 25438	

Scheduled	Completed	Uploaded
7/8/2020 12:00:00 AM	7/8/2020 11:44:00 AM	7/8/2020 10:45:01 AM

Details
Posted property with demo order and placed yard sign

**You can download this report or request additional inspections at www.MyGovernmentOnline.org.
For software assistance please call 866.957.3764.
For questions about this inspection please contact your jurisdiction**

City of Ranson

Permits and Inspections
312 S. Mildred Street
Ranson, WV 25438
304-725-1010



CE-20-282

Date Taken: 7/8/2020

Uploaded By: Patrick Coulter

Notes: Posting of Order to Demo



NOTICE OF LIS PENDENS

KNOW ALL MEN BY THESE PRESENTS:

TO: ALL PERSONS HAVING AN INTEREST OF CLAIMS REGARDING REAL PROPERTY
LOCATED AT:

Gregory Glenn Hall
Trung Thanh Nguyen
40 Turf Lane
Ranson, WV 25438
08 Map: 0001 Parcel: 204
Deed Book 1237 Page 254

The City of Ranson hereby gives notice of Lis Penden pursuant to W. Va. Code § 55-11-2. This action affects all those certain tracts or parcels of real estate, together with the improvements thereon and appurtenances thereunto belonging, situate in Ranson Corporation, Jefferson County, West Virginia, more particularly described as follows:

Being all of lot No. 10, of Rosewood Court as the same is more particularly bounded and described on a plat of survey dated April 17, 1981, prepared by John Kusner & Associates, and signed by John Stroud Kusner, L.L.S., entitled, "Survey Plat Showing Division of Rosewood Court located at Orchard Hills", recorded in the Office of the Clerk of the County Commission of Jefferson County, West Virginia, IN Plat Book 5, at Page 117, to which said plat reference is hereby made for a more complete and accurate description by metes and bounds of the parcel hereby conveyed; together with all rights of way appurtenant to said lot.

The following information is provided for reference purposes only: District 08-Ranson Corp, Tax Map 1, Parcel 0204 0000 0000. Postal Address: 40 Turf Lane, Ranson, WV., 25438.

YOU ARE HEREBY NOTIFIED that on July 8, 2020, a demolition order was served upon Gregory Glen Hall and Trung Thanh Nguyen and posted on aforesaid property to demolish and remove the structure of the above described real property pursuant to Section 110 of the 2015 edition of the International Property Maintenance Code, First Printing, as adopted by the City of Ranson. See Ranson Municipal Code 5-2(5).

The file is available for viewing in its entirety in Ranson City Hall, Department of Community Development, 2nd Floor, 312 S. Mildred Street, Ranson WV 25438. All persons interested in or having a claim regarding the above-referenced real property are charged with Notice of pending demolition and/or litigation by the provisions of W. Va. Code § 55-11-2.

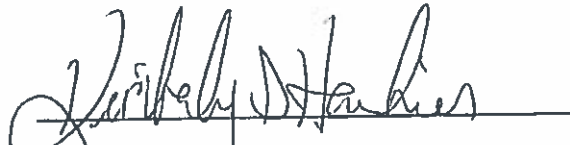
Witness by my hand this 7th of July, 2020.



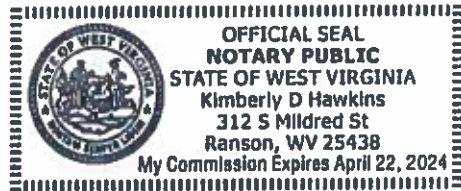
Brian Riston,
City of Ranson Building Code Official
Community Development Department

STATE OF WEST VIRGINIA
COUNTY OF JEFFERSON, to-wit:

The foregoing Memorandum of Lis Pendens was acknowledged before me this _____
of July, 2020, by Brian Riston, City of Ranson Building Code Official, Community Development
Department.


NOTARY PUBLIC

My commission expires: April 22, 2024



Prepared by Patrick Coulter
Return to: 312 ^{S.} Mildred St. Ranson WV 25438

PATRICK COULTER
CITY OF RANSON
312 S MILDRED ST
RANSON WV 25438-1621

Jefferson County
Jacqueline C Shadle, Clerk
Instrument: 20200008559
07/08/2020 @ 10:35:30 AM
LIS PENDENS
Book 1243 @ Page 583
Pages Recorded 2
Recording Cost \$ 11.00