



Huron County Land Reutilization Corporation

Request for Proposal (RFP)
Demolition Contractors –
Uncontaminated Properties

Project/Bid# 002-2022

Huron County Land Reutilization Corporation
180 Milan Avenue
Norwalk, Ohio 44857

Date: 12/15/2022

REQUEST FOR PROPOSAL DEMOLITION CONTRACTORS

SUMMARY

This Request for Proposals (“RFP”) is being issued by The Huron County Land Reutilization Corporation (HCLRC).

The purpose of this notice is to solicit bids from Demolition Contractors to provide bids for demolition for properties acquired by the HCLRC.

Companies with demonstrated experience in demolition and with an interest in making their services available to the HCLRC 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 the HCLRC or any respondents. The HCLRC 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 the HCLRC 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 the HCLRC for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the HCLRC. 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

The Huron County Land Reutilization Corporation seeks proposals from qualified respondents to provide demolition services on property located in **Huron County** Parcels# **(See property list)**

Quality of the Demolition

Every Land Bank demolition will conform to the following specifications:

- **Please also refer to (Exhibit B) Contract**
- Demolition of the primary residential structure and all ancillary structures on property, including garages and sheds, and all paved surfaces, including driveways, private walkways, and patios.
- Removal of the foundation or removal of the basement including the basement floor;
- Basements need to be properly filled for drainage.
- Fill needs to be free of debris.

- 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 sidewalk and public right of way, unless otherwise indicated;
- In-fill of the foundation with materials that meet or exceed the trade standard to allow a proper grade and grass growth on the finished lot;
- Finishing the site so that it is level and free from debris, including along lot lines, and properly graded;
- Coverage of the site with at least one (2) inch of topsoil, grass, or hydro seeding of the site at a rate of six (6) pounds per 1,000 square feet, and providing a cover of straw (when necessary), so grass is growing on the site and the site can be safely mowed and maintained;
- 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 residential 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.

Proposal needs to include itemized costs for:

- Demolition of building(s)
- Clearance of structures (poles, fences, walls, driveways, walks, etc.).
- Utilities need to be capped off at the right of way.
- Removal of underground storage tanks and utility services: septic tanks should be crushed and filled in, capping the effluent side of system.
- Removal and/or filling/capping of septic systems and wells
- Clearance of debris and garbage
- Site restoration (grading and seeding)
- Regulatory permits and inspection fees
- Potential start date for demolition and anticipated time frame for completion of 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) 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 the HCLRC 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, the HCLRC will take into consideration the experience, capacity, and costs that are being proposed by the Respondent.

SUBMITTAL REQUIREMENTS

RFP responses may be submitted via hard copy mailed to Huron County Land Reutilization Corporation, 180 Milan Avenue, Norwalk, Ohio 44857 or scanned e-mail copy sent to amccoy@hcdc.net. Each respondent shall submit one (1) original response. The HCLRC 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

The HCLRC staff and HCLRC 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 the HCLRC at amccoy@hcdc.net.

SUBMITTAL DUE DATE

Responses to this RFP are due **by 4:00 PM on January 20, 2022**. Responses to this RFP should be e-mailed to amccoy@hcdc.net or hard copies must be delivered to Huron County Land Reutilization Corporation, 180 Milan Avenue, Norwalk, OH 44857

DESCRIPTION OF PROJECT SITE

Project ****Please see project site list****

Address:

Parcel#

Lot Information:

Structure(s) Information:

Pictures

Auditor layout

Auditor Map

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 the Huron County Land Reutilization Corporation 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)

DISCLOSURE OF POLITICAL CONTRIBUTIONS TO HCLRC DIRECTORS THAT ARE ELECTED OFFICIALS

Statement of Intent and Purpose

Notwithstanding the bona fide belief of each Director of the HCLRC who is an elected official of a political subdivision within the County, as those terms are used in Ohio law (each an "Affected Director"), that the HCLRC is not subject to the provisions of Ohio Revised Code Sections 3517.13(I) and (J), the Affected Directors acknowledge that disclosure by a potential person or entity that is seeking to contract with the HCLRC for the sale of goods or services of any political contributions made to any such Affected Director provides such Affected Director with the opportunity to recuse himself or herself from voting on the award of the related contract, thereby avoiding even an appearance of a prohibited conflict of interest. Therefore, the following policy regarding the disclosure of political contribution to any Affective Director is hereby adopted.

Submission of Contribution Disclosure Form with Bids

In connection with the solicitation of bids, whether formally or informally, by the HCLRC, the HCLRC shall include as a part of each bid package delivered to a prospective bidder a contribution disclosure form substantially in the form of Attachment A to this Chapter 3 (the "Contribution Disclosure Form"). All prospective bidders shall include a completed Contribution Disclosure Form with their respective bids for a contract to supply the goods or services for which bids were solicited. Any bid received from a bidder which does not include a fully completed Contribution Disclosure Form shall automatically be returned as "incomplete" and not considered in connection with the award of the contract for the goods or services.

Delivery of Contribution Disclosure Form to Affected Directors

A copy of each Contribution Disclosure Form shall be delivered to the Affected Director as soon as possible after the receipt thereof in a bid package.

Use of Information in Contribution Disclosure Form

Each Affected Director shall use the information in the Contribution Disclosure Form to determine whether or not to recuse himself or herself from voting on the award of a contract to a person or entity that submitted the Contribution Disclosure Form. If the award of a contract is not subject to approval by the Board of Directors under the HCLRC's Board-approved policy for awarding contracts, neither the Affected Director nor the Executive Director or any Officer of the HCLRC shall use the information in such Form to influence the awarding of the contract by the Executive Director or other Officer of the HCLRC, so long as such award is in compliance with the HCLRC's Board-approved policy for awarding contracts.

ATTACHMENT A-1

CONTRIBUTION DISCLOSURE FORM

THIS SECTION MUST BE COMPLETED AND INCLUDED WITH THE RFP RESPONSE.

This statement properly executed and containing all required information must be completed. **IF YOU FAIL TO COMPLY, YOUR PROPOSAL WILL NOT BE CONSIDERED.**

Entity Name:

Entity's Mailing Address:

COMPLETE SECTION I, II, OR III BELOW, WHICHEVER IS APPROPRIATE, AND SECTION IV.

NOTE: For the purposes of this Statement, the members of the Board of Directors of the Huron County Land Reutilization Corporation (HCLRC) includes:

- (a) As to statutorily-appointed Directors**
 - 1. Kathleen Schaffer, Treasurer – Huron County
 - 2. Harry Brady, Commissioner – Huron County
 - 3. Bruce “Skip” Wilde, Commissioner – Huron County
- (b) As to the municipal-representative Director**
 - 1. Mitch Loughton, City of Norwalk
- (c) As to appointed Directors**
 - 1. Richard Wiles, Township Trustee
 - 2. Justin Ewell,
 - 3. Shawn Pickworth, Village Administrator – New London
 - 4. Ryan Gillmor – Willard
 - 5. Dave Weisenberger

SECTION I. TO BE COMPLETED BY NON-PROFIT CORPORATION AND GOVERNMENTAL ENTITIES

If you are recognized by the IRS as a non-profit corporation or are a governmental entity, mark the appropriate designation below and proceed to the indicated section(s).

_____ NON-PROFIT CORPORATION **GO TO SECTIONS III AND IV**

_____ GOVERNMENTAL ENTITY **GO TO SECTION IV**

SECTION II. TO BE COMPLETED BY INDIVIDUALS, SOLE PROPRIETORSHIPS, PARTNERSHIPS, INCORPORATED PROFESSIONAL ASSOCIATIONS, UNINCORPORATED ASSOCIATIONS, ESTATES, TRUSTS, AND JOINT VENTURES

The above-named entity is a (Please mark appropriate designation):

- _____ SOLE PROPRIETORSHIP
- _____ INCORPORATED PROFESSIONAL ASSOCIATION
- _____ UNINCORPORATED ASSOCIATION
- _____ LIMITED LIABILITY COMPANY
- _____ TRUST
- _____ ESTATE
- _____ PARTNERSHIP
- _____ JOINT VENTURE

For purposes of Section II, a **“Principal”** means an individual, an owner, a partner, a shareholder, a member, an administrator, an executive or trustee connected with the above-named entity, or the spouse of any such person.

Listed in the immediately following table are the names of EACH OF THE PRINCIPALS of the above-named entity who made one or more contributions to the named member of the Board of Directors or to that member’s campaign committee, together with the total amount of the contributions, if the contributions totaled either (i) individually in excess of \$1,000 during the twenty-four (24) months immediately preceding the date of this Contribution Disclosure Form or (ii) when added to the contributions of all other principals, in excess of \$2,000 during the twenty-four (24) months immediately preceding the date of this Contribution Disclosure Form.

Name of Principal Making contribution	Name of Director Receiving contribution	Amount of Contribution

(Add additional sheet if necessary.)

GO TO SECTION IV

SECTION III. TO BE COMPLETED BY NON-PROFIT AND FOR-PROFIT CORPORATIONS AND BUSINESS TRUSTS

- NON-PROFIT CORPORATION
 FOR-PROFIT CORPORATION
 BUSINESS TRUST (OTHER THAN INCORPORATED PROFESSIONAL ASSOCIATIONS)

For the purposes of Section III, a **Principal** means an individual or an entity owning more than 20% of the corporation or business trust or the spouse of any such individual.

Listed in the immediately following table are the names of EACH OF THE PRINCIPALS of the above-named entity who made one or more contributions to the named member of the Board of Directors or to that member's campaign committee, together with the total amount of the contributions, if the contributions totaled either (i) individually in excess of \$1,000 during the twenty-four (24) months immediately preceding the date of this Contribution Disclosure Form or (ii) when added to the contributions of all other principals, in excess of \$2,000 during the twenty-four (24) months immediately preceding the date of this Contribution Disclosure Form.

Name of Principal Making contribution	Name of Director Receiving contribution	Amount of Contribution

(Add additional sheet if necessary.)

GO TO SECTION IV

SECTION IV. TO BE COMPLETED BY ALL ENTITIES!

I do hereby state that I have legal authority to complete this statement on behalf of the above-named entity and to the best of my knowledge and belief the answers herein are true and complete.

Print Name: _____

Print Title: _____

Signature: _____

Date: _____

Telephone No: _____
(Area Code)

STATE OF _____)
SS:

COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared on this ____ day of _____, 20__ the above-named _____, who acknowledge that (he/she) did sign the foregoing statement and that the same is (his/her) free act deed, personally and as duly authorized representative of _____, and the free act and deed of the entity on whose behalf (he/she) signed.

Notary Public: _____



Huron County Land Reutilization Corporation

Executive Officers

Alex McCoy, Executive Director

Judy Lykins, Administrative Assistant

Mitch Loughton, Chair

Shawn Pickworth, Vice Chair

Dave Weisenberger, Treasurer

Ryan Gillmor, Municipal Director

Richard Wiles, Township Director

Harry Brady, Statutory Director

Skip Wilde, Statutory Director

Kathleen Schaffer, Statutory Director

Justin Ewell, Selected Director

Project Contacts

Mitch Loughton – zoning@norwalkoh.com Phone – 419-541-7925, Norwalk Properties

*Shawn Pickworth, Lead Contact, All demo & abatement – nladmin@newlondonoh.com
Phone – 419-681-2440*

Ryan Gillmor, Municipal Director – rgillmor@willardohio.us , Willard Properties

Alex McCoy – amccoy@hcdc.net Phone 419-663-4232, Pay Applications/invoices

*Colin Flaherty – SME Consulting, Email – colin.flaherty@sme-usa.com, Asbestos testing
& abatements.*

Properties with **No** required Asbestos removal before demolition.

- 615 Fink Street, Willard
- 630 Pleasant Street, Willard
- 22 South Railroad Street, Wakeman
- 25 South Maple Street, New London
- 27 Tilton Street, Greenwich

HCLRC DEMOLITION AGREEMENT

This Demolition Agreement ("Agreement") is entered on this ___ day of _____, _____ ("Effective Date"), by and between the Huron County Land Reutilization Corporation, a Non-Profit Corporation, of Huron County, Ohio ("HCLRC"), and _____, of _____ ("Contractor"). HCLRC 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 building demolition and related services contemplated by this Agreement.

WHEREAS, Contractor proposes, and HCLRC hereby accepts, the following proposal to perform the following demolition "Work" (as hereinafter 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 HCLRC a National Emission Standards for Hazardous Air Pollutants Notification of Demolition and Renovation Form ("NESHAP Notice") for each Site identified below within thirty (30) days of the Effective Date of this Agreement. If necessary, Contractor may request the disconnection of utilities on the Site(s) on behalf of the HCLRC using the form attached hereto as Exhibit C-1 (Demolition Utility Disconnection Request). In the event Contractor fails to timely deliver a NESHAP Notice, HCLRC may elect to terminate this Agreement.
2. **Start Date.** Upon Contractor's delivery of a NESHAP Notice, HCLRC shall promptly issue a written notice to proceed with the Work and a Start Date. Contractor shall complete all Work within sixty (60) days of the Start Date ("Completion Date").
3. **Site/Building Locations.** This Agreement shall cover the following Building(s) at the following locations ("Site(s)"):

County:	Parcel No.:	Address/Building Description:

See Exhibit B for Additional Specifications.

If Contractor is performing Work involving multiple Sites or Buildings, the Parties agree that this Agreement shall be deemed to be a separate contract for each individual Site or Building, with each individually governed by the terms and conditions of this Agreement.

4. **Scope of Work.** Contractor agrees to perform the following Work on the Site(s) and Building(s) identified above, pursuant to the terms of this Agreement, the Additional Specifications set forth in Exhibit B, and the General Demolition Contractor Requirements set forth in Exhibit E (together, "Contractor's Work" or "Work"):
- a. Contractor will demolish and haul away the Building(s), and associated materials, and waste, to a pre-approved site, including all basement walls, foundations, and floors, leaving a clean hole, unless otherwise directed by the HCLRC.
 - b. Contractor shall comply with all specifications and standards in any bid package and/or as specified on any Exhibit attached to this Agreement.
 - c. Contractor will/ will not perform Hazardous Materials remediation services. If Contractor performs Hazardous Materials remediation services, Exhibit A, attached hereto, shall be made a part of this Agreement.

If Contractor's Work involves performing "Hazardous Material" remediation, Contractor shall establish a contained work site as required by 29 C.F.R., Part 1926.58. If required, Contractor shall provide a negative air filtration system and provide final clearance air sampling upon completion of Hazardous Materials abatement and provide HCLRC with a Certificate of Clearance certifying that the Building is free of all Hazardous Materials and is suitable for demolition. Contractor shall remove and dispose of all Hazardous Materials from each Building to an EPA-approved landfill, with copies of all manifests, transit, and trip receipts confirming custody of all Hazardous Materials.

"Hazardous Materials," as used herein, shall mean and include any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products, methane, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, *et seq.*), or any other applicable Environmental Law.

- 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 Contractor for a period of two (2) years after the Completion of Work.

GENERAL PROVISIONS

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

Parcel No.	Address/Building Description:	Amount:

The Total Payment shall remain fixed. Any progress payments or alternative payment arrangements shall not be valid unless agreed 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 the scope of Contractor’s Work without HCLRC’s prior written approval shall be at Contractor’s sole cost and expense.

Upon Contractor’s written notice to HCLRC of Contractor’s substantial completion of the Work as to any Building, HCLRC shall promptly conduct a final inspection and provide its approval of Contractor’s substantial completion. Within thirty (30) days of HCLRC’s approval of Contractor’s substantial completion, HCLRC shall issue payment of 90% of the portion of the Total Payment attributable to any individual Building to Contractor, with the remaining 10% 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 naturally existing condition.

To receive the 90% payment as set forth above, Contractor must submit a completed Exhibit C-2 (90% Payment Request Form and Conditional Waiver of Mechanic’s Lien Rights) to HCLRC, with all documents specifically referenced therein.

To receive the remaining 10% payment as set forth above, Contractor must submit a completed Exhibit C-3 (10% Retainage Payment Request Form and Final Waiver of Mechanic’s Lien Rights) to HCLRC, with all documents specifically referenced therein.

6. **Performance Bond.** Contractor shall/ shall not be required to secure a performance bond related to the Work. If Contractor is required to secure a performance bond, Contractor shall submit a completed Exhibit D (Performance Bond) to HCLRC prior to the Start Date.

7. **Work Disputes.** In the event any dispute arises involving a modification to 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. **Defective Work.** Contractor agrees that any governmental authority or HCLRC may inspect a Site or Building at any time, without prior notice to Contractor. In the event any governmental authority or HCLRC identifies any unsatisfactory, defective, incomplete, or unworkmanlike performance in Contractor's Work, HCLRC shall provide written notice to Contractor of any such issue(s), and Contractor shall immediately comply with any such notice to fully remedy any such issue at Contractor's cost and expense prior to substantial completion.
9. **Termination for Cause.** HCLRC 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 by HCLRC.
 - 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 or Exhibits, if any such breach remains uncured after five (5) days of written notification to Contractor by HCLRC.

Where any of the above conditions exist, HCLRC may, without prejudice to any other rights or remedies of HCLRC, 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 HCLRC's notice of termination. In the event of such termination, HCLRC shall have the option to complete the Work by any reasonable method deemed by HCLRC to be reasonable and expedient, and HCLRC shall furnish to Contractor an invoice and accounting of the costs incurred by HCLRC to complete the remaining Work, which shall be promptly paid to HCLRC by Contractor.

10. **Termination for Convenience.** HCLRC may, at any time, terminate this Agreement for convenience and without cause. Upon written notice of such termination for HCLRC's convenience:
 - a. Contractor shall promptly cease all operations as directed by HCLRC's notice.

- b. Contractor shall take all action necessary, or as directed by HCLRC, for the protection and preservation of the Work.
- c. Contractor shall terminate all existing subcontracts and purchase orders for Work and cease to enter any further subcontracts or purchase orders for future Work.

In the event of HCLRC's termination for convenience, Contractor shall be entitled to receive payment for all Work performed, costs incurred by reason of such termination, and reasonable overhead and profit on Work that has been substantially completed as of the date of HCLRC's written notice of such termination.

11. **Delegation of Work.** Contractor shall not delegate or otherwise subcontract any performance of the Work to any to any persons that are not employees of Contractor without the prior written consent of HCLRC. In the event HCLRC consents to Contractor's delegation or subcontracting to a third party, such delegation or subcontracting shall be subject to the following conditions:

- a. Contractor shall remain liable to HCLRC for the performance of all Work delegated or otherwise subcontracted to a third party.
- b. Contractor shall remain liable to HCLRC for the acts or omissions of any person or subcontractor performing any delegated or subcontracted Work.
- c. Contractor shall deliver a copy of the duly executed subcontractor agreement to HCLRC within five (5) business days of the execution of any subcontractor agreement.
- d. HCLRC shall have no duty or obligation to any subcontractor for the subcontractor's performance of Work, including, but not limited to, the payment of any sums to any subcontractor for the performance of Work.

Any delegation or subcontract for the performance of Work, in whole or in part, without the prior written consent of HCLRC, or in violation of the conditions set forth above, shall be void and constitute a basis for HCLRC's termination of this Agreement at its sole discretion.

12. **Assignment of Rights.** Contractor shall not assign any of its rights under this Agreement, in whole or in part, without the prior written consent of HCLRC. Any such assignment of rights by Contractor, without HCLRC's consent, shall be void and constitute a basis for HCLRC's termination of this Agreement at its sole discretion.

REPRESENTATIONS & WARRANTIES; INSURANCE & INDEMNITY

13. **Contractor's Representations and Warranties.** Contractor represents to HCLRC 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 compete the Work within the permitted time, Contractor shall be required to pay the sum of \$500 per day as liquidated damages to account for any delay costs which may be imposed or asserted by any other Contractors or subcontractors, or any other person arising from such delay.
 - c. Contractor represents and warrants that it possesses the necessary skill, knowledge, training, and availability to complete the Work, and if this Agreement requires, to remove, abate and/or remediate Hazardous Materials and contaminants, and that it will perform its work in a professional, diligent, and workmanlike manner. Contractor further represents and warrants that all documents and statements provided to HCLRC as evidence of its skill, knowledge, training, and availability, including, but not limited to, the Certification of Demolition Contractor Capacity, and any other document related to this Agreement are true and accurate.
 - d. Contractor represents 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.
 - e. 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(s) will at all times be maintained in a safe working condition consistent with all applicable laws, and that if required by this Agreement, all Hazardous Materials, wastes, or other contaminants shall be disposed of in accordance with such laws at a legally pre-approved site. IN such case, Contractor will properly inspect the Site for Hazardous Materials, wastes, or other contaminants as required by law, and shall remove and dispose, and transport the same to pre-authorized sites. Contractor shall have the Hazardous Materials, substances, or contaminants tested and delivered to legally certified laboratories for testing and analysis. Contractor shall maintain and deliver to HCLRC complete and accurate manifests and receipts depicting the nature, amount, and extent of all Hazardous Materials, substances, or contaminants, the testing laboratories, and trip logs reflecting the chain of custody of such materials.
14. **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 HCLRC, 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 Contractor. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless (at Contractor's sole expense), HCLRC and any affiliated entities of HCLRC, 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, judgments, 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 indemnity and defense obligations shall apply to any acts or omissions, negligent or willful, by Contractor, and its employees and agents, whether active or passive. Contractor shall not be obligated to indemnify and defend HCLRC 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.

15. **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 on ISO Form CG 00 01 10 01 (or a substitute form of substantially equivalent coverage), and Contractor shall provide HCLRC with a corresponding Certificate of Insurance and Additional Insured Endorsement on ISO Form CG 20 10 11 85 (or a substitute form of substantially equivalent coverage), naming HCLRC as Additional Insured. Said additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to HCLRC. The coverage available to HCLRC, 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 form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company authorized to provide coverage in the State of Ohio and shall be reasonably acceptable to HCLRC. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for HCLRC 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 HCLRC. Contractor agrees to maintain coverage for the benefit of HCLRC 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 HCLRC 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 HCLRC 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 HCLRC as set forth above.

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

- a. Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to HCLRC prior to cancellation or non-renewal, 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.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of HCLRC with respect to Losses arising out of or in connection with any Work.

MISCELLANEOUS

16. **Choice of Law.** It is the intention of the Parties that the laws of the State of Ohio (irrespective of its choice of law principles) shall govern the validity of this Agreement. Any action initiated by a Party under this Agreement shall be brought only in a court of proper jurisdiction located in Huron County, Ohio.
17. **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.
18. **Anti-Kickback; Non-Collusion.** Contractor affirms and declares that it has not received nor has given any compensation or consideration of any kind for the purpose of improperly obtaining or providing favorable treatment in connection with this Agreement, or in connection with any subcontract associated with this Agreement. Contractor further

affirms and declares that it has not submitted or prepared any bids resulting in the procurement of this Agreement in collusion with any other bidder, and that the terms and conditions of its bid have not been communicated or provided by Contractor to any other persons or entities engaged in the work contemplated by this Agreement prior to HCLRC's review and award of any bid associated with this Agreement.

19. **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.

Contractor:

Date: _____

By: [Name]
Its: [Title]

Huron County Land
Reutilization Corporation:

Date: _____

By: [Name]
Its: [Title]

EXHIBIT A
Asbestos/Hazardous Materials Abatement Agreement

“Hazardous Materials” means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, *et seq.*), or any other applicable Environmental Law.

Waste Disposal and Environment Control:

- A. Contractor shall maintain adequate dust control at all times and is responsible for dirt removal and debris from streets and sidewalks at the end of each day.
- B. Contractor shall keep Site(s) free from accumulations of waste materials or rubbish, and upon completion of the Work, shall remove all tools, equipment, surplus materials and rubbish and leave the Site(s) in a safe and proper condition.
- C. Contractor shall comply with all federal, state and local environmental statutes, ordinances and regulations (“Environmental Laws”), including emergency planning and community right-to-know laws, and shall obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. Contractor shall provide owner with copies of all documents submitted to federal, state and local environmental agencies.
- D. Contractor shall not treat, store or dispose of Hazardous Materials at Site(s), or allow Hazardous Materials to be released to the environment; provided, however, Contractor may store such Hazardous Materials temporarily, in approved tanks or containers, in accordance with all Environmental Laws and with the approval of HCLRC, which approval will not be unreasonably withheld, so long as a permit is not required therefore under the federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. Contractor shall remove from Site(s) and dispose of all Hazardous Materials, including all solid wastes, in compliance with applicable Environmental Laws. Any penalty or other liability arising from Contractor’s failure to comply with Environmental Laws shall be borne by Contractor and Contractor shall indemnify HCLRC for any liability and expense imposed upon HCLRC because of any act or water, air, or land pollution resulting from the activities of Contractor or Contractor’s employees, subcontractors, or agents.

Friable Asbestos/Hazardous Materials:

- A. Where Contractor is responsible for Hazardous Materials at Site(s), an Asbestos/Hazardous Materials abatement contractor, licensed by the State of Ohio, shall be responsible for the removal and proper disposal of any hazardous materials or friable asbestos located on

Site(s). The Asbestos/Hazardous Materials abatement contractor may be Contractor or a sub-contractor; but, in either event, a license of the abatement contractor performing the Hazardous Materials abatement must be included in the contract bid documents. Failure to include this license with the bid documents will result in a rejection of those portions of the bid requiring Hazardous Materials abatement from consideration.

- B. Removal and disposal of Hazardous Materials/friable asbestos shall be performed in compliance with all applicable local, state and federal laws and regulations. Contractor shall be responsible for ensuring all phases of the removal and disposal process are performed in strict compliance with Sections 61.20 through 61.25 of the National Emission Standards for Hazardous Air Pollutants (40 C.F.R. 61). All notice and reporting requirements specified by the above referenced standard shall be directed to the appropriate regional office of the Ohio Division of Air Pollution Control.

Non-Friable Asbestos/Hazardous Materials:

- A. Contractor shall be responsible for the removal and disposal of any non-friable asbestos/Hazardous Materials on Site(s). The following procedure is recommended for proper removal of asbestos shingle siding or other non-friable asbestos/Hazardous Materials:
1. Remove non-friable asbestos materials in sections, to the greatest extent possible.
 2. Adequately wet the non-friable asbestos materials to prevent the generation of dust when separating, cutting or breaking up these asbestos materials.
 3. Discharge no visible emissions of Hazardous Materials to the ambient air.
 4. After the removal has been completed, the Hazardous Materials (dust, debris) should be wetted, swept up and bagged in a plastic bag(s) with a combined thickness of at least 6 mils. Following this, a HEPA vacuum should be used to clean up all additional dusts.
 5. The non-friable asbestos materials shall be bagged while wet in a plastic bag(s) with a combined thickness of at least 6 mils and deposited at a suitable legally approved landfill and covered with at least 6 inches of compacted non-asbestos/Hazardous Materials containing covering. Prior approval should be obtained from the landfill for the disposal of non-friable asbestos/Hazardous Material.

EXHIBIT B
Additional Specifications

EXHIBIT C-1
Demolition Utility Disconnection Request Form

To: _____

Date: _____

Fax: _____

The Huron County Land Reutilization Corporation ("HCLRC") is the owner, or agent of the owner, that intends to perform a demolition of structure(s) located on the property listed below. HCLRC has the authority to request a disconnection of utilities associated with this property.

HCLRC has entered into a Demolition Agreement with _____ ("Contractor"), of _____, who may be contacted at _____, to perform the demolition, and Contractor is duly authorized to request utility disconnection on HCLRC's behalf. Contractor shall verify that all utilities have been safely disconnected prior to commencing the demolition.

Please allow this letter to serve as HCLRC's request that you disconnect and abandon utility services at the following property:

Parcel No. _____

Address: _____

Huron County Land Reutilization
Corporation:

By: [Name]
Its: [Title]

Contractor:

By: [Name]
Its: [Title]

EXHIBIT C-2

90% Payment Request Form and Conditional Waiver of Mechanics' Lien Rights

Contractor: _____

Date: _____

Payment Amount Requested: _____

Pursuant to the Demolition Agreement dated _____, the Huron County Land Reutilization Corporation ("HCLRC") Contractor demolished the structure(s) located on property identified as Parcel No. _____, with an 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 (city, water, and sewer).
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 HCLRC 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 HCLRC.

Contractor:

By: [Name]
Its: [Title]

[Acknowledgment Page Follows]

STATE OF OHIO)
)
COUNTY OF _____)

This is an acknowledgement clause. No oath or affirmation was administered.

The foregoing instrument was acknowledged before me, a Notary Public, on this ____ day of _____, _____, by _____, as authorized agent of _____.

Notary Public

Commission Expires: _____

EXHIBIT C-3

10% Retainage Payment Request Form and Final Waiver of Mechanics' Lien Rights

Contractor: _____

Date: _____

Payment Amount Requested: _____

Pursuant to the Demolition Agreement dated _____, the Huron County Land Reutilization Corporation ("HCLRC") Contractor demolished the structure(s) located on property identified as Parcel No. _____, with an address of _____ (the "Property").

As proof of 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 HCLRC 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:

By: [Name]
Its: [Title]

[Acknowledgment Page Follows]

STATE OF OHIO)
)
COUNTY OF _____)

This is an acknowledgement clause. No oath or affirmation was administered.

The foregoing instrument was acknowledged before me, a Notary Public, on this ____ day of _____, _____, by _____, as authorized agent of _____.

Commission Expires: _____

Notary Public

EXHIBIT D
Performance Bond
R.C. 153.57

We, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Huron County Land Reutilization Corporation ("HCLRC"). In the penal sum of \$ _____, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. The condition of this obligation is such that whereas the above-named Principal did on the _____ day of _____, _____, enter a contract with HCLRC, which said contract is made a part of this bond the same as if fully set forth herein.

If the said _____ shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Executed on this _____ day of _____, _____.

Principal:

By: [Name]
Its: [Title]

Surety:

By: [Name]
Its: [Title]

EXHIBIT E
General Demolition Contractor Requirements

INSTRUCTIONS TO BIDDERS
Request for Proposal

See Attachment

22 South Railroad Street, Wakeman



Property has no known asbestos material required to be removed prior to demolition.

APPENDIX F
22 SOUTH RAILROAD STREET, WAKEMAN, OHIO



ASBESTOS ASSESSMENT SUMMARY

22 RAILROAD AVENUE, WAKEMAN, OHIO

SITE DESCRIPTION AND STRUCTURE CONDITION

The 22 Railroad Street site was located north of Railroad Avenue between Pierce Street and Hyde Street in Wakeman, Ohio. The site was developed with an approximately 2,400 square-foot two-story residential structure that was unoccupied at the time of our assessment. Sometime prior to the time of the assessment, a majority of the materials throughout the interior of the structure had been removed.

ASBESTOS SAMPLING RESULTS

Asbestos was not detected in the samples of suspect ACMs collected from the structure. A summary of the descriptions of suspect ACMs identified, RACM, ACM, Trace Asbestos, or non-ACM categorization of the materials, estimated quantity, friability, condition, and locations of the materials sampled is presented in the attached Table 1.

A Notification of Demolition and Renovation/Abatement form required by the USEPA NESHAP regulation must be prepared and submitted to the Ohio EPA at least 10 working-days (14 calendar-days) prior to demolition of a building, regardless of whether or not ACMs are present in the building. The contractor is responsible for submitting the notification prior to demolition activities. Refer to Section 2.3.1 of the report for additional information regarding asbestos work requirements and notifications.

ASBESTOS BULK SAMPLING RESULTS TABLE





TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.005 F

Project: 22 Railroad Street

Address: 22 Railroad Street, Wakeman, Ohio

HA #	MATERIAL DESCRIPTION	ACM CATEGORIZATION	ESTIMATED QUANTITY	FRIABILIT Y	CONDITION	LOCATION S
HA101	Gray exterior concrete	Non-ACM	100 sq. ft.	Nonfriable	Damaged	South entry
HA102	Black asphaltic roofing system		2,500 sq. ft.	Nonfriable	Good	Roof
	Black/Blue shingle	Non-ACM				
	Black felt	Non-ACM				
HA103	White wallboard wall and ceiling system		250 sq. ft.	Nonfriable	Significantly Damaged	Throughout
	Light tan drywall	Non-ACM				
	White joint compound	Non-ACM				

NOTES:

HA = Homogenous Area.

RACM = Regulated Asbestos-Containing Material as defined by USEPA. RACM must be removed prior to demolition.

ACM = Asbestos-Containing Material as defined by USEPA and OSHA definition.

TRACE ASBESTOS = less than or equal to 1% asbestos detected

Non-ACM = Asbestos was not detected by the laboratory

Friable = Material that can be crumbled or reduced to powder by hand pressure.

NQ = Not quantified

Material conditions are described as defined in AHERA, 40 CFR Part 763.

ln. ft. = linear feet

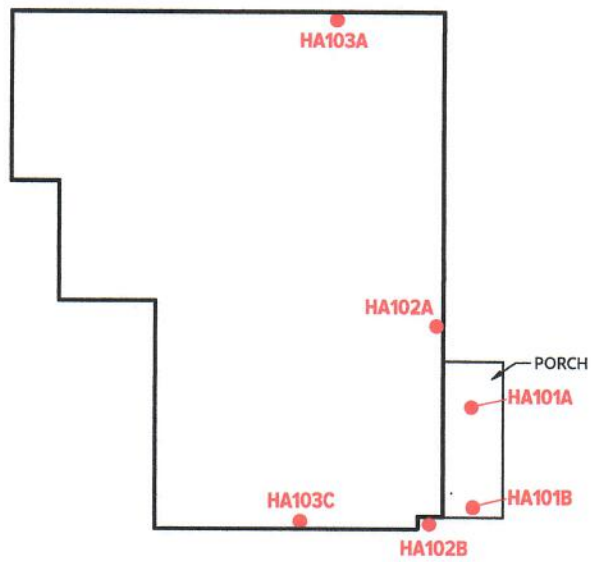
sq. ft. = square feet

cu. ft.= cubic feet

* = Estimate of visible, accessible materials. Additional quantities and materials may be present in concealed spaces not assessed.

SAMPLE LOCATION DIAGRAM





1ST FLOOR

LEGEND

● BULK ASBESTOS SAMPLE

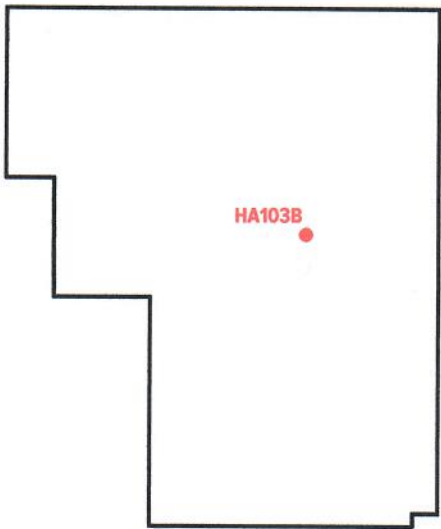


No.	Revision Date	Date	10-25-2022
	Drawn By	JAB	
	Designed By	KMP	
	Scale	Not to Scale	
	Project	088524.01.005	

**ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
22 RAILROAD STREET
WAKEMAN, OHIO**



Figure No. 1



2ND FLOOR

LEGEND

● BULK ASBESTOS SAMPLE



No.	Revision Date	Date	10-25-2022
		Drawn By	JAB
		Designed By	KMP
		Scale	Not to Scale
		Project	088524.01.005

**ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
22 RAILROAD STREET
WAKEMAN, OHIO**



www.sme-usa.com

Figure No. 2

25 South Maple, New London



Property has no known asbestos.

APPENDIX G

25 SOUTH MAPLE STREET, NEW LONDON, OHIO



ASBESTOS ASSESSMENT SUMMARY

25 SOUTH MAPLE STREET, NEW LONDON, OHIO

SITE DESCRIPTION AND STRUCTURE CONDITION

The 25 South Maple Street site was located east of South Maple Street between High Street and East Main Street in New London, Ohio. The site was developed with an approximately 900 square-foot mobile home that was unoccupied at the time of our assessment.

ASBESTOS SAMPLING RESULTS

Asbestos was not detected in the samples of suspect ACMs collected from the structure. A summary of the descriptions of suspect ACMs identified, RACM, ACM, Trace Asbestos, or non-ACM categorization of the materials, estimated quantity, friability, condition, and locations of the materials sampled is presented in the attached Table 1.

A Notification of Demolition and Renovation/Abatement form required by the USEPA NESHAP regulation must be prepared and submitted to the Ohio EPA at least 10 working-days (14 calendar-days) prior to demolition of a building, regardless of whether or not ACMs are present in the building. The contractor is responsible for submitting the notification prior to demolition activities. Refer to Section 2.3.1 of the report for additional information regarding asbestos work requirements and notifications.

ASBESTOS BULK SAMPLING RESULTS TABLE



TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.014 G

Project: 25 South Maple Street

Address: 25 South Maple Street, New London, Ohio

HA #	MATERIAL DESCRIPTION	ACM CATEGORIZATION	ESTIMATED QUANTITY	FRIABILITY	CONDITION	LOCATIONS
HA101	Gray mortar on roof 1885 Champagne Drive East Saginaw, MI 48604	Non-ACM	1,000 sq. ft.	Nonfriable	Good	Over metal roof on exterior
HA102	1/2" bead clear exterior window caulk	Non-ACM	0.08 sq. ft. (1 window)	Nonfriable	Good	South window
HA103	Tan vinyl sheet flooring on wood flooring Brown mastic	Non-ACM Non-ACM	170 sq. ft.	Nonfriable	Good	Kitchen
HA104	White wallboard wall system White drywall	Non-ACM	1,600 sq. ft.	Nonfriable	Good	Throughout
HA105	Pink insulation	Non-ACM	900 sq. ft.	Friable	Good	Throughout
HA106	Textured white wallboard ceiling system White drywall White ceiling texture	Non-ACM Non-ACM	850 sq. ft.	Nonfriable	Good	Throughout
HA107	Fireplace rock with gray mortar	Non-ACM	15 sq. ft.	Nonfriable	Good	Fireplace
HA108	Gray 12"x12" vinyl floor tile Clear mastic	Non-ACM Non-ACM	95 sq. ft.	Nonfriable	Good	Bathroom
HA109	Faux wood countertop Red mastic	Non-ACM Non-ACM	30 sq. ft.	Nonfriable	Good	Kitchen
HA110	Red interior fireplace brick Gray mortar	Non-ACM Non-ACM	5 sq. ft.	Nonfriable	Good	Fireplace
HA111	Gray insulation	Non-ACM	1,000 sq. ft.	Friable	Good	Ceiling

NOTES:

HA = Homogenous Area.

RACM = Regulated Asbestos-Containing Material as defined by USEPA. RACM must be removed prior to demolition.

ACM = Asbestos-Containing Material as defined by USEPA and OSHA definition.

TRACE ASBESTOS = less than or equal to 1% asbestos detected

Non-ACM = Asbestos was not detected by the laboratory

Friable = Material that can be crumbled or reduced to powder by hand pressure.

NQ = Not quantified

Material conditions are described as defined in AHERA, 40 CFR Part 763.

In. ft. = linear feet

sq. ft. = square feet

cu. ft. = cubic feet

* = Estimate of visible, accessible materials. Additional quantities and materials may be present in concealed spaces not assessed.

SAMPLE LOCATION DIAGRAM



LEGEND

● BULK ASBESTOS SAMPLE



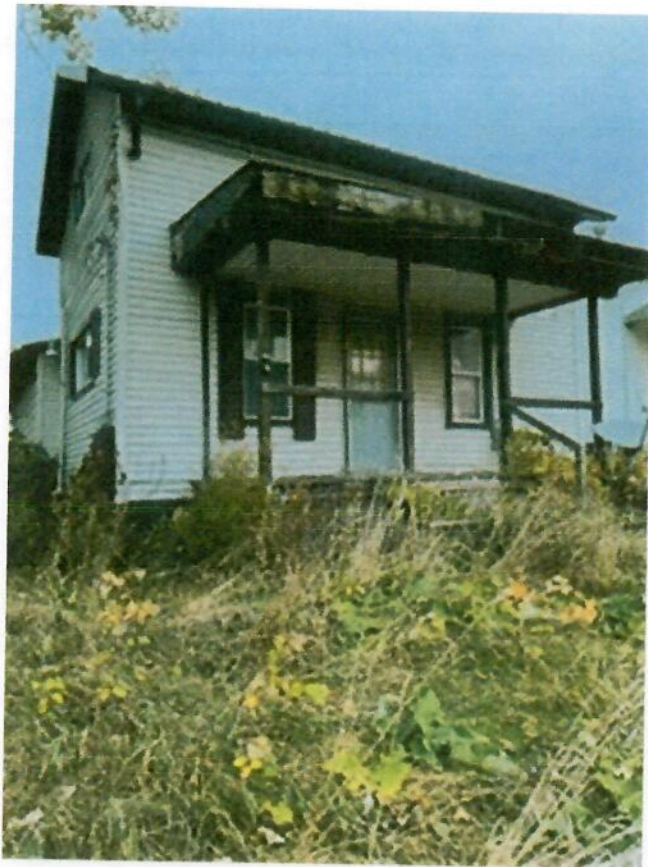
No.	Revision Date	Date	10-25-2022
	Drawn By	JAB	
	Designed By	KMP	
	Scale	Not to Scale	
	Project	088524.01.014	

ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
25 SOUTH MAPLE STREET
NEW LONDON, OHIO



Figure No. 1

27 Tilton Street, Greenwich



Property has no known asbestos.

APPENDIX H
27 TILTON STREET, GREENWICH, OHIO



ASBESTOS ASSESSMENT SUMMARY

27 TILTON STREET, GREENWICH, OHIO

SITE DESCRIPTION AND STRUCTURE CONDITION

The 27 Tilton Street site was located north of Tilton Street between Maple Street and Townsend Street in Greenwich, Ohio. The site was developed with an approximately 1,100 square-foot, two-story residential structure and an approximately 700 square-foot garage and were unoccupied at the time of our assessment. At the time of the site assessment, debris was present throughout the residential structure, stairs were not present leading to the basement of the residential structure, and access to the garage was locked.

ASBESTOS SAMPLING RESULTS

The United States Environmental Protection Agency (USEPA) and the Occupational Safety and Health Administration (OSHA) asbestos regulations define an ACM as any material that contains greater than one percent (1%) asbestos. Suspect ACMs not analyzed for asbestos content are considered assumed ACMs. According to the USEPA National Emission Standard for Hazardous Air Pollutants asbestos regulation (NESHAP, 40 CFR Part 61 M), friable ACMs and nonfriable ACMs which could be expected to be disturbed and become friable are considered Regulated Asbestos Containing Materials (RACMs) and must be removed prior to demolition activities. Nonfriable ACMs, if in good condition and not subjected to forces that would render them friable, are permitted by USEPA to remain in a structure during demolition. According to the OSHA Asbestos Construction Standard, demolition activities involving ACMs must be conducted by trained personnel in accordance with the standard and in accordance with the Ohio Administrative Code (OAC). Refer to Section 2.3.1 of the report for additional information regarding asbestos work requirements and notifications.

Materials containing trace asbestos (equal to or less than 1% asbestos) are not considered RACM or ACM but are subject to the engineering and work practice requirements of paragraphs (g)(1), (g)(2), and (g)(3) of the OSHA Asbestos Construction Standard.

A summary of the descriptions of suspect ACMs identified, RACM, ACM, Trace Asbestos, or non-ACM categorization of the materials, estimated quantity, friability, condition, and locations of the materials sampled is presented in the attached Table 1.

SITE-SPECIFIC LIMITATIONS AND PROJECT CONSIDERATIONS

SME was unable to access the basement of the residential structure due to missing stairs. SME was unable to access the interior of the garage due to a locked door at the time of the site reconnaissance. The entrance to the basement of the structure was obstructed by debris. SME recommends that once access is granted to the garage, the materials be assessed by a licensed Asbestos Hazard Evaluation Specialist.

RECOMMENDATIONS

- We recommend that the unassessed areas of the structure be assessed for the presence of ACMs by an Asbestos Hazard Evaluation Specialist prior to demolition of the structure. Access to the garage and the second floor of the structure and clearing of debris throughout the structure allowing safe passage to the basement of the structure will be necessary for these areas to be properly assessed.

- If the identified nonfriable roof system tar which is not likely to be rendered friable during demolition will be removed prior to demolition, we recommend that it be removed by a licensed asbestos contractor, and in accordance with the asbestos work requirements of the OSHA Asbestos Construction Standard. If one or more of nonfriable ACMs will remain intact during demolition, we recommend that the demolition activities be conducted by staff trained to conduct demolition involving those ACMs, supervised by a 40-hour trained asbestos supervisor accredited by the Ohio Environmental Protection Agency (OEPA) and conducted in accordance with the OSHA Asbestos Construction Standard.
- We recommend proper notification to the OEPA prior to removal of ACMs and demolition of the structure.
- We recommend asbestos abatement project design by an Asbestos Hazard Abatement Project Designer that is trained in accordance with USEPA requirements and accredited by the OEPA. We also recommend monitoring asbestos removal work or disturbance with air sampling, visual verification, and clearance air monitoring performed by an independent third party (such as SME). We recommend notification of the presence, quantity, and location of ACMs and communication of the hazards associated with them in accordance.

ASBESTOS BULK SAMPLING RESULTS TABLE



TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.004 H

Project: 27 Tilton Street

Address: 27 Tilton Street Greenwich, Ohio

HA #	MATERIAL DESCRIPTION	ACM CATEGORIZATION	ESTIMATED QUANTITY	FRIABILITY	CONDITION	LOCATIONS
HA101	Black asphaltic shingle roofing system with tar	Non-ACM ACM	500 sq. ft.	Nonfriable	Damaged	South porch
	Black shingle					
	Black tar					
HA102	Tan vinyl sheet flooring on wood flooring	Non-ACM	200 sq. ft.	Nonfriable	Significantly Damaged	Kitchen
HA103	White wallboard wall system	Non-ACM		Nonfriable	Damaged	Kitchen
	Light tan drywall					
	White joint compound	Non-ACM				
HA104	White textured wallboard ceiling system over plaster ceiling system	Non-ACM	200 sq. ft.	Nonfriable	Good	Kitchen
	Light tan drywall					
	White joint compound					
	Light tan plaster					
	White texture	Non-ACM				
HA105	Yellow insulation	Non-ACM	2,000 sq. ft.	Nonfriable	Good	Throughout
HA106	White countertop	Non-ACM	15 sq. ft.	Nonfriable	Damaged	Kitchen
	Yellow mastic	Non-ACM				
HA107	Yellow vinyl sheet flooring	Non-ACM	300 sq. ft.	Nonfriable	Damaged	Kitchen
	Yellow mastic	Non-ACM				
	Brown Non-Fibrous	Non-ACM				
HA108	12"x12" white ceiling tile	Non-ACM	190 sq. ft.	Friable	Good	SW room
HA109	White textured plaster ceiling system	Non-ACM	1,000 sq. ft.	Nonfriable	Good	SW room and 2nd floor
	Tan plaster					
	Gray plaster					
	White plaster					
	White ceiling texture	Non-ACM				
HA110	White 12"x12" ceiling tiles	Non-ACM	120 sq. ft.	Friable	Good	East room
HA111	White plaster wall system	Non-ACM	1,500 sq. ft.	Nonfriable	Damaged	Second floor
	Tan plaster					
	White plaster	Non-ACM				
HA112	Yellow insulation	Non-ACM	500 sq. ft.	Friable	Good	Above ceiling of second floor
HA201	Black asphaltic shingle roofing system with tar	Non-ACM Non-ACM	400 sq. ft.	Nonfriable	Damaged	Garage
	Black shingle					
	Black tar					



TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.004 H

Project: 27 Tilton Street

Address: 27 Tilton Street Greenwich, Ohio

NOTES:

HA = Homogenous Area.

RACM = Regulated Asbestos-Containing Material as defined by USEPA. RACM must be removed prior to demolition.

ACM = Asbestos-Containing Material as defined by USEPA and OSHA definition.

TRACE ASBESTOS = less than or equal to 1% asbestos detected

Non-ACM = Asbestos was not detected by the laboratory

Friable = Material that can be crumbled or reduced to powder by hand pressure.

NQ = Not quantified

Material conditions are described as defined in AHERA, 40 CFR Part 763.

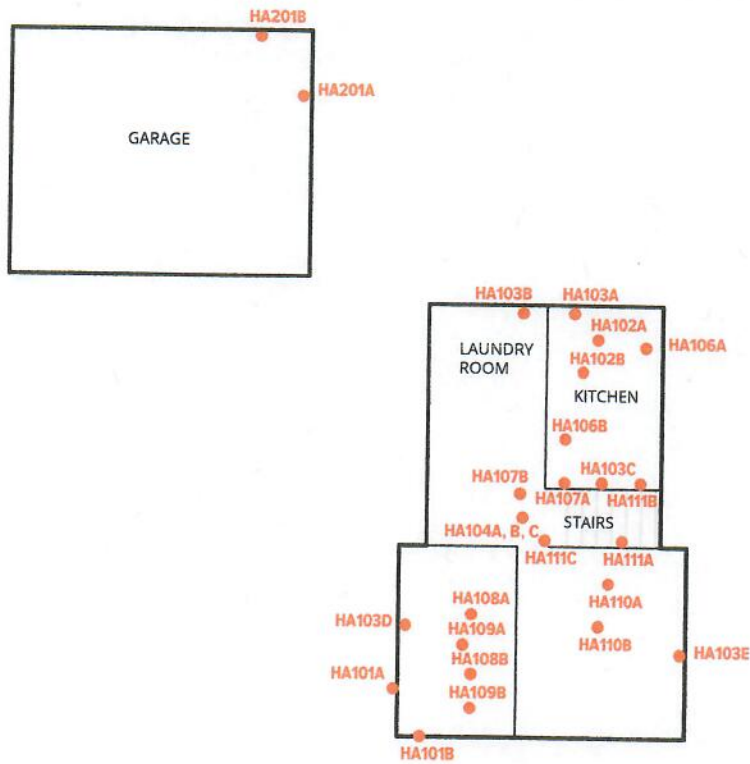
In. ft. = linear feet

sq. ft. = square feet

cu. ft. = cubic feet

* = Estimate of visible, accessible materials. Additional quantities and materials may be present in concealed spaces not assessed.

SAMPLE LOCATION DIAGRAM



1ST FLOOR

LEGEND

● BULK ASBESTOS SAMPLE



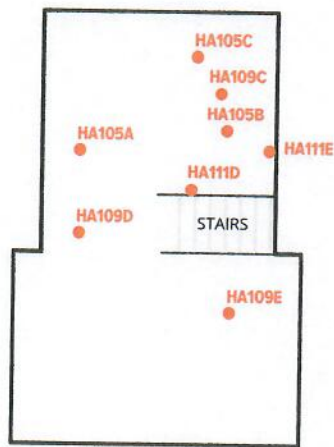
No.	Revision Date	Date	10-25-2022
	Drawn By	JAB	
	Designed By	KMP	
	Scale	Not to Scale	
	Project	088524.01.004	

**ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
27 TILTON STREET
GREENWICH, OHIO**



www.sme-usa.com

Figure No. 1



2ND FLOOR

LEGEND

● BULK ASBESTOS SAMPLE



No.	Revision Date	Date	10-25-2022
	Drawn By	JAB	
	Designed By	KMP	
	Scale	Not to Scale	
	Project	088524.01.004	

ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
27 TILTON STREET
GREENWICH, OHIO



Figure No. 2

615 Fink Street, Willard



Property has no known asbestos material required to be removed prior to demolition.

APPENDIX N
615 FINK STREET, WILLARD, OHIO



ASBESTOS ASSESSMENT SUMMARY

615 FINK STREET, WILLARD, OHIO

SITE DESCRIPTION AND STRUCTURE CONDITION

The 615 Fink Street site was located south of Fink Street between Woodland Avenue and Church Street in Willard, Ohio. The site was developed with an approximately 1,700 square-foot, two-story residential structure that was unoccupied at the time of our assessment. At the time of the assessment, the roof of the structure was collapsed and portions of the first floor had collapsed into the basement. Debris was present throughout the structure.

ASBESTOS SAMPLING RESULTS

The United States Environmental Protection Agency (USEPA) and the Occupational Safety and Health Administration (OSHA) asbestos regulations define an ACM as any material that contains greater than one percent (1%) asbestos. Suspect ACMs not analyzed for asbestos content are considered assumed ACMs. According to the USEPA National Emission Standard for Hazardous Air Pollutants asbestos regulation (NESHAP, 40 CFR Part 61 M), friable ACMs and nonfriable ACMs which could be expected to be disturbed and become friable are considered Regulated Asbestos Containing Materials (RACMs) and must be removed prior to demolition activities. Nonfriable ACMs, if in good condition and not subjected to forces that would render them friable, are permitted by USEPA to remain in a structure during demolition. According to the OSHA Asbestos Construction Standard, demolition activities involving ACMs must be conducted by trained personnel in accordance with the standard and in accordance with the Ohio Administrative Code (OAC). Refer to the following section and Section 2.3.1 of the report for additional information regarding asbestos work requirements and notifications.

Materials containing trace asbestos (equal to or less than 1% asbestos) are not considered RACM or ACM but are subject to the engineering and work practice requirements of paragraphs (g)(1), (g)(2), and (g)(3) of the OSHA Asbestos Construction Standard.

Asbestos was not detected in the samples of suspect ACMs collected from the accessible portions of the structure. A summary of the descriptions of suspect ACMs identified, RACM, ACM, Trace Asbestos, or non-ACM categorization of the materials, estimated quantity, friability, condition, and locations of the materials sampled is presented in the attached Table 1.

SITE-SPECIFIC LIMITATIONS AND PROJECT CONSIDERATIONS

Due to the observed collapsed roof and collapsed first floor, SME was unable to safely assess the interior of the structure for the presence of ACMs. Whenever such a structure is demolished and no prior asbestos building inspection or abatement was performed because the structure could not be safely assessed/abated, all the demolition debris must be treated as regulated asbestos-containing material (RACM) and must be disposed of in an Ohio Environmental Protection Agency (OEPA) approved asbestos waste disposal site. Because, in this scenario, the material is to be treated/disposed of as RACM, an Ohio EPA licensed Asbestos Hazard Abatement Contractor must be on-site to oversee removal and packaging of the waste per OAC rule 3745-22-02.

The municipality is responsible for issuing an Emergency Demolition Order or Ordered Demolition Order to be submitted with the OEPA emergency/ordered Notification of Demolition and Renovation/Abatement

form. The Ohio Administrative Code (OAC) rule 3745-20-01(B)(17) defines an emergency demolition as any demolition operation conducted under a written order issued by a state or local governmental agency because a facility is structurally unsound and in danger of imminent collapse. While ordered demolitions are not defined in the OAC asbestos rules, OEPA recognizes that certain structures are unsafe to enter to perform an asbestos building inspection and/or remove ACM even though the building is not in danger of imminent collapse.

Both emergency demolitions and ordered demolitions must be ordered in writing by a government authority and a copy of the order submitted to OEPA with the Notification of Demolition and Renovation/Abatement form. Refer to the attached OEPA Roles and Responsibilities for Emergency Demolitions and Ordered Demolitions guidance document for specific information to be included in the demolition notification.

RECOMMENDATIONS

- We recommend a qualified professional for the City of Willard perform a structural evaluation of the site structure and issue a written Emergency Demolition Order or Ordered Demolition Order, as appropriate. A copy of the written order must be submitted with the OEPA emergency/ordered Notification of Demolition and Renovation/Abatement form.
- We recommend demolition of the structure by a licensed Asbestos Hazard Abatement Contractor, supervised by a 40-hour trained asbestos supervisor accredited by the Ohio Environmental Protection Agency (OEPA), and conducted in accordance with the OSHA Asbestos Construction Standard. All resulting building demolition waste should be disposed as asbestos containing waste.
- We recommend proper notification to the OEPA prior to removal of ACMs and demolition of the structure including a copy of an Emergency Demolition Order or Ordered Demolition Order prepared by a qualified city official.
- We recommend asbestos abatement project design by an Asbestos Hazard Abatement Project Designer that is trained in accordance with USEPA requirements and accredited by the OEPA. We also recommend monitoring asbestos removal work or disturbance with air sampling, visual verification, and clearance air monitoring performed by an independent third party (such as SME). We recommend notification of the presence, quantity, and location of ACMs and communication of the hazards associated with them in accordance.

ASBESTOS BULK SAMPLING RESULTS TABLE

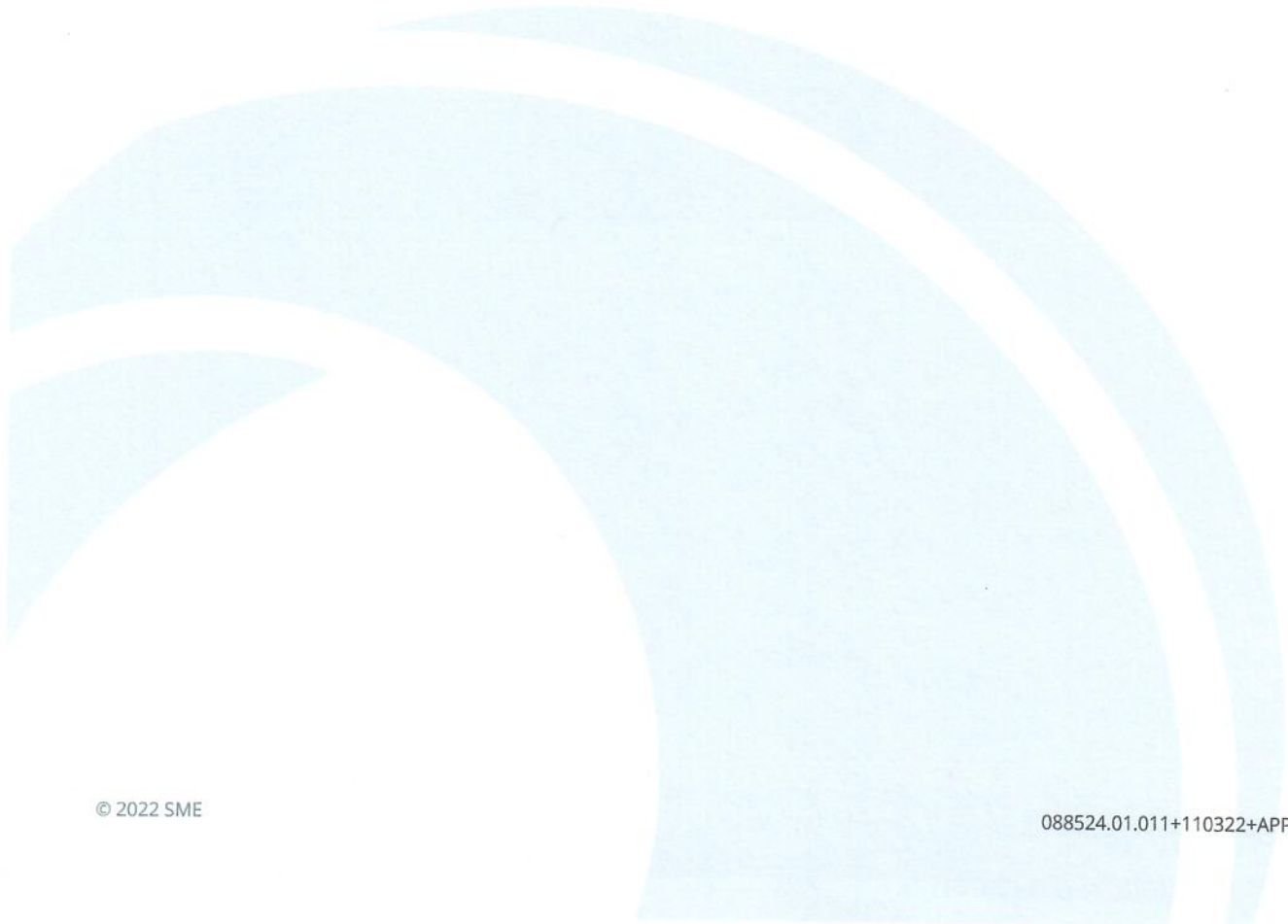




TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.011 N

Project: 615 Fink Street
Address: 615 Fink Street Willard, Ohio

HA #	MATERIAL DESCRIPTION	ACM CATEGORIZATION	ESTIMATED QUANTITY	FRIABILITY	CONDITION	LOCATIONS
HA101	Black asphaltic shingle roofing system		2,500 sq. ft.	Nonfriable	Significantly Damaged	Roof
	Black shingle	Non-ACM				
	Black tar	Non-ACM				
HA102	Tan vinyl sheet flooring on wood flooring	Non-ACM	300 sq. ft.	Nonfriable	Significantly Damaged	Interior central building

NOTES:

HA = Homogenous Area.

RACM = Regulated Asbestos-Containing Material as defined by USEPA. RACM must be removed prior to demolition.

ACM = Asbestos-Containing Material as defined by USEPA and OSHA definition.

TRACE ASBESTOS = less than or equal to 1% asbestos detected

Non-ACM = Asbestos was not detected by the laboratory

Friable = Material that can be crumbled or reduced to powder by hand pressure.

NQ = Not quantified

Material conditions are described as defined in AHERA, 40 CFR Part 763.

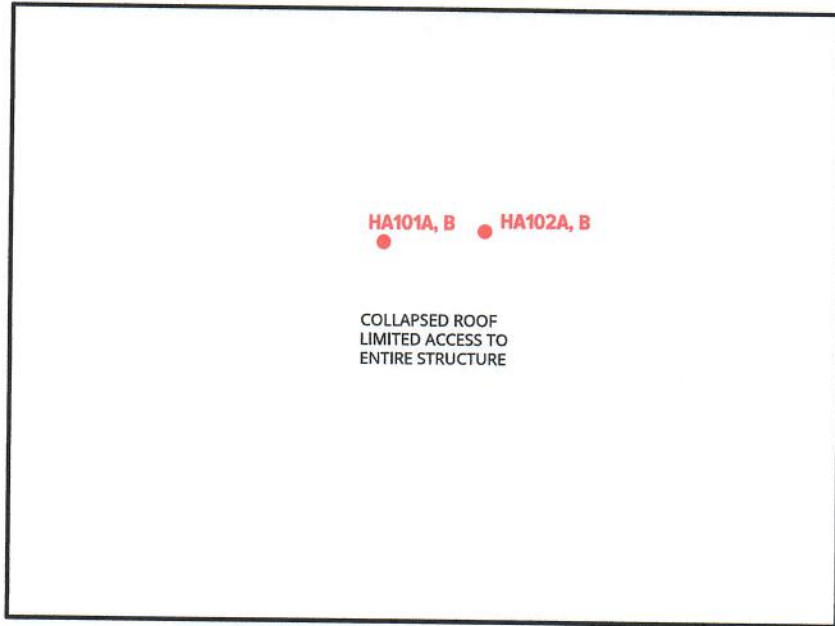
In. ft. = linear feet

sq. ft. = square feet

cu. ft. = cubic feet

* = Estimate of visible, accessible materials. Additional quantities and materials may be present in concealed spaces not assessed.

SAMPLE LOCATION DIAGRAM



LEGEND

● BULK ASBESTOS SAMPLE



No.	Revision Date	Date	10-25-2022
		Drawn By	JAB
		Designed By	KMP
		Scale	Not to Scale
		Project	088524.01.011

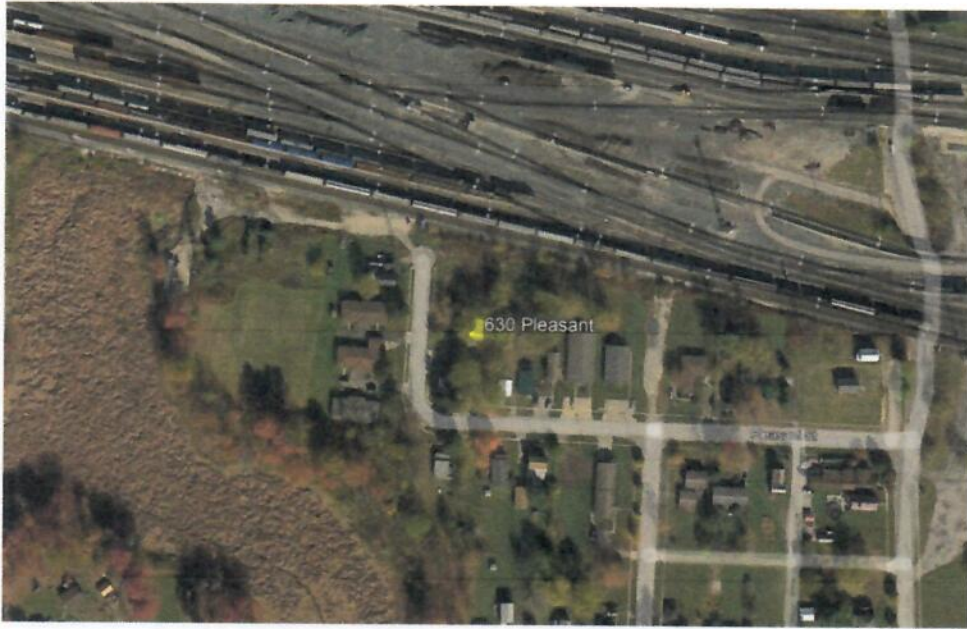
ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
615 FINK STREET
WILLARD, OHIO



www.sme-usa.com

Figure No. 1

630 Pleasant Street, Willard



Property has no known asbestos material required to be removed prior to demolition.

APPENDIX O
630 PLEASANT STREET, WILLARD, OHIO



ASBESTOS ASSESSMENT SUMMARY

630 PLEASANT STREET, WILLARD, OHIO

SITE DESCRIPTION AND STRUCTURE CONDITION

The 630 Pleasant Street site was located east of Pleasant Street and south of the railroad in Willard, Ohio. The site was developed with an approximately 1,500 square-foot, one-story residential structure that was unoccupied at the time of our assessment. The floor in the northeast portion of the structure had sunk into the crawlspace beneath the structure.

ASBESTOS SAMPLING RESULTS

The United States Environmental Protection Agency (USEPA) and the Occupational Safety and Health Administration (OSHA) asbestos regulations define an ACM as any material that contains greater than one percent (1%) asbestos. Suspect ACMs not analyzed for asbestos content are considered assumed ACMs. According to the USEPA National Emission Standard for Hazardous Air Pollutants asbestos regulation (NESHAP, 40 CFR Part 61 M), friable ACMs and nonfriable ACMs which could be expected to be disturbed and become friable are considered Regulated Asbestos Containing Materials (RACMs) and must be removed prior to demolition activities. Nonfriable ACMs, if in good condition and not subjected to forces that would render them friable, are permitted by USEPA to remain in a structure during demolition. According to the OSHA Asbestos Construction Standard, demolition activities involving ACMs must be conducted by trained personnel in accordance with the standard and in accordance with the Ohio Administrative Code (OAC). Refer to Section 2.3.1 of the report for additional information regarding asbestos work requirements and notifications.

Materials containing trace asbestos (equal to or less than 1% asbestos) are not considered RACM or ACM but are subject to the engineering and work practice requirements of paragraphs (g)(1), (g)(2), and (g)(3) of the OSHA Asbestos Construction Standard.

Asbestos was not detected in the samples of suspect ACMs collected from the structure. A summary of the descriptions of suspect ACMs identified, RACM, ACM, Trace Asbestos, or non-ACM categorization of the materials, estimated quantity, friability, condition, and locations of the materials sampled is presented in the attached Table 1.

SITE-SPECIFIC LIMITATIONS AND PROJECT CONSIDERATIONS

SME was able to view and assess the northeast portion of the residential structure from a safe vantagepoint but were unable to physically access the area due to the collapsed floor.

RECOMMENDATIONS

- We recommend demolition of the structure by a licensed Asbestos Hazard Abatement Contractor, supervised by a 40-hour trained asbestos supervisor accredited by the Ohio Environmental Protection Agency (OEPA), and conducted in accordance with the OSHA Asbestos Construction Standard.
- We recommend proper notification to the OEPA prior to removal of ACMs and demolition of the structure.

- We recommend asbestos abatement project design by an Asbestos Hazard Abatement Project Designer that is trained in accordance with USEPA requirements and accredited by the OEPA. We also recommend monitoring asbestos removal work or disturbance with air sampling, visual verification, and clearance air monitoring performed by an independent third party (such as SME). We recommend notification of the presence, quantity, and location of ACMs and communication of the hazards associated with them in accordance.

ASBESTOS BULK SAMPLING RESULTS TABLE



TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.009 O

Project: 630 Pleasant Street
Address: 630 Pleasant Street, Willard, Ohio

HA #	MATERIAL DESCRIPTION	ACM CATEGORIZATION	ESTIMATED QUANTITY	FRIABILITY	CONDITION	LOCATIONS
HA101	White wallboard wall system		1,400 sq. ft.	Nonfriable	Good	Central and west portion
	White drywall	Non-ACM				
	White joint compound	Non-ACM				
HA102	Textured white wallboard ceiling system		370 sq. ft.	Nonfriable	Damaged	Throughout
	White drywall	Non-ACM				
	White texture	Non-ACM				
HA103	12"x12" white worm track ceiling tile	Non-ACM	440 sq. ft.	Friable	Significantly Damaged	Central area
HA104	Tan vinyl sheet flooring on wood flooring	Non-ACM	200 sq. ft.	Nonfriable	Significantly Damaged	Central room
	Gray mastic	Non-ACM				
HA105	Yellow insulation	Non-ACM	1,000 sq. ft.	Friable	Significantly Damaged	West building
HA106	12"x12" white smooth ceiling tile	Non-ACM	80 sq. ft.	Friable	Significantly Damaged	West portion
HA107	White wallboard ceiling system		100 sq. ft.	Nonfriable	Good	Kitchen
	White drywall	Non-ACM				
	White joint compound	Non-ACM				
HA108	12"x12" tan vinyl floor tile over white vinyl sheet flooring over gray and white vinyl sheet flooring with yellow mastic on wood flooring		100 sq. ft.	Nonfriable	Damaged	Kitchen
	Tan vinyl floor tile	Non-ACM				
	Yellow mastic	Non-ACM				
	White vinyl sheet flooring	Non-ACM				
	Gray vinyl sheet flooring	Non-ACM				
HA109	Cream vinyl sheet flooring on wood flooring	Non-ACM	100 sq. ft.	Nonfriable	Damaged	Utility room
	Yellow mastic	Non-ACM				
HA110	Black asphaltic roofing shingle system		500 sq. ft.	Nonfriable	Significantly Damaged	Porch
	Black shingle	Non-ACM				
	Black tar paper	Non-ACM				
HA111	Gray asphaltic roofing shingle system		2,000 sq. ft.	Nonfriable	Good	Main building
	Gray shingle	Non-ACM				
	Green shingle	Non-ACM				
	Black tar paper	Non-ACM				
HA112	Gray exterior concrete	Non-ACM	100 sq. ft.	Nonfriable	Damaged	Entrance



TABLE 1: ASBESTOS BULK SAMPLING RESULTS

Project No: 088524.01.009 O

Project: 630 Pleasant Street
Address: 630 Pleasant Street, Willard, Ohio

NOTES:

HA = Homogenous Area.

RACM = Regulated Asbestos-Containing Material as defined by USEPA. RACM must be removed prior to demolition.

ACM = Asbestos-Containing Material as defined by USEPA and OSHA definition.

TRACE ASBESTOS = less than or equal to 1% asbestos detected

Non-ACM = Asbestos was not detected by the laboratory

Friable = Material that can be crumbled or reduced to powder by hand pressure.

NQ = Not quantified

Material conditions are described as defined in AHERA, 40 CFR Part 763.

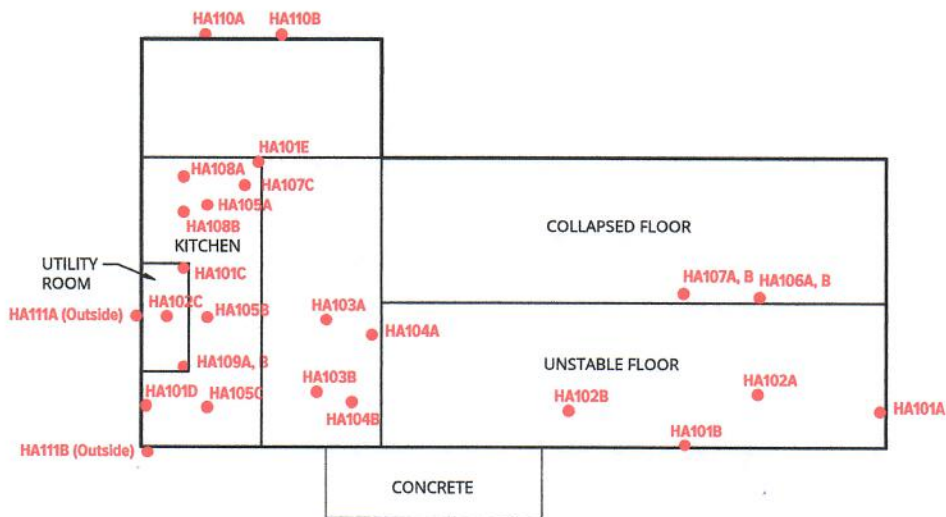
ln. ft. = linear feet

sq. ft. = square feet

cu. ft. = cubic feet

* = Estimate of visible, accessible materials. Additional quantities and materials may be present in concealed spaces not assessed.

SAMPLE LOCATION DIAGRAM



LEGEND

● BULK ASBESTOS SAMPLE



No.	Revision Date	Date	10-25-2022
	Drawn By	JAB	
	Designed By	KMP	
	Scale	Not to Scale	
	Project	088524.01.009	

**ASBESTOS ASSESSMENT SAMPLE LOCATION DIAGRAM
630 PLEASANT STREET
WILLARD, OHIO**



Figure No. 1