

**BID PACKET AND GENERAL CONDITIONS  
(DEMOLITION CONTRACTS)**

SENECA COUNTY

PROJECT: Moving Ohio Forward Demolition Program Grant

SENECA COUNTY COMMISSIONERS

111 MADISON ST

TIFFIN, OH 44883

LEAD ENTITY/GRANTS ADMINISTRATOR:  
SENECA REGIONAL PLANNING COMMISSION  
109 SOUTH WASHINGTON STREET  
TIFFIN, OH 44883

**BID OPEN Date:**

**Monday, March 10, 2014 @ 2:01 p.m.**

**BID PACKET #**

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**NOTICE TO CONTRACTORS**  
**SECTION A**

## **NOTICE TO CONTRACTORS**

Sealed proposals for the "Seneca County Moving Ohio Forward Demolition Program" will be received by the Seneca Regional Planning Commission (SRPC) at the RTA Building, 109 S. Washington St., Basement Conference Room, Tiffin, Ohio 44833 until 2:00 p.m. on Monday, March 10, 2014 and then at 2:01 p.m. at said office opened and read aloud.

This project consists of the demolition of 19 houses as a base bid and 5 houses as an alternate bid and the removal of the same in the City of Fostoria and Seneca County.

The estimated demolition cost is \$285,000.00 for the base bid.

Copies of the specifications and bid forms may be obtained or examined at the office of the Seneca Regional Planning Commission, 109 S. Washington St., Tiffin, OH 44883 between the hours of 8:30 a.m. and 4:30 p.m. Monday through Friday. Questions shall be directed to Jill Griffin, Executive Director at 419-443-7936.

Bidders shall not be responsible for paying sales tax on materials incorporated into the facility. Project is funded by the Seneca County Moving Ohio Forward Demolition Program from the Ohio Attorney General's Office.

Each bid must be accompanied by either a bid bond in an amount of 100% of the bid amount with a surety satisfactory to the aforesaid Seneca Regional Planning Commission OR by certified check, cashier's check, or letter of credit upon a solvent bank in the amount of not less than 10% of the bid amount in favor of the aforesaid Seneca Regional Planning Commission. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Bids shall be sealed and marked as "Seneca County MOF Demolition Program" and mailed or delivered to the Seneca Regional Planning Commission at the address above. Attention of bidders is called to all requirements contained in this bid packet, particularly to the various insurance requirements, various equal opportunity provisions, and the requirement for a payment bond and performance bond for 100% of the contract price. Bidders shall submit with their bid the affidavit required under ORC 5719.042 that bidder was not charged with delinquent personal property taxes in Seneca County and the non-collusion affidavit.

Bids received after the scheduled bid opening date and time, or not accompanied by a satisfactory bid bond or check, or affidavits will neither be read nor considered. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

Contract Time. This project must be totally completed by May 30, 2014.

The Seneca Regional Planning Commission reserves the right to reject any and all bids, waive any irregularity in any bid, and to determine lowest and best bidder. No award will be made until all necessary investigations are made as to the qualifications of the bidder proposed for award. (Published: February 15, 2014 and February 22, 2014).

**INSTRUCTIONS TO BIDDERS**

**SECTION B**

## **INSTRUCTIONS TO BIDDERS**

1. **RECEIPT AND OPENING OF BIDS:** The Seneca Regional Planning Commission (herein called the "Local Public Agency"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Local Public Agency at the office of the Seneca Regional Planning Commission until 2:00 P.M. on Monday, March 10, 2014 and then at 2:01 P.M. at said office publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to the Seneca Regional Planning Commission, 109 S. Washington St., Suite 2002, Tiffin, Ohio 44833, and designated as bid for "Seneca County MOF Demolition Program."

**The Local Public Agency may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids.** Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and signed by the official bidder and accompanied by: (a) a Bid Bond, Certified Check or Letter of Credit, (b) the NonCollusion Affidavit, and (c) the Statement on Delinquent Taxes. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted. In case of discrepancies of written words and figures, the prices written in words shall govern. Any Addenda received must be acknowledged on said form.

Each bid must be submitted in a sealed envelope, bearing on the outside, the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. **TELEGRAPHIC MODIFICATION:** Any bidder may modify his/her bid by telegraphic communication at any time prior to the scheduled closing time for receipt of bids, provided such telegraphic communication is received by the Local Public Agency prior to the closing time, and provided further, the Local Public Agency is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the closing time. The telegraphic communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Local Public Agency until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the telegraphic modification.
4. **METHOD OF BIDDING:** The Local Public Agency invites **unit price bids** as indicated in the Bid Form, page 12.40-29 through 12.40-55.

If the lowest total responsive bid received exceeds the amount of funds available to finance the contract, the Local Public Agency may:

- a. Reject all bids;
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders; and
- c. Take the base bid less a number of items as listed on the proposal form as to produce a net amount which is within available funds.



**The Architect's/Engineer's Estimate on this project is \$285,000.00.**

5. **QUALIFICATIONS OF BIDDER:** The Local Public Agency may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Local Public Agency all such information and data for this purpose as the Local Public Agency may request. The Local Public Agency reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Local Public Agency that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
6. **BID SECURITY:** Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the form of the bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Local Public Agency, in the amount of 100% of the bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of the bids, and the remaining cash, checks or bid bonds will be returned promptly after the Local Public Agency and the accepted bidder have executed the contract, or, if no award has been made within thirty (30) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.
7. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT:** The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Local Public Agency, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
8. **CONDITIONS OF WORK:** Each bidder must inform himself/herself fully to the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
9. **OBLIGATION OF BIDDER:** At the time of the opening of bids, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.
10. **EXAMINATION OF SITE:** Each bidder shall, and is hereby directed to inspect the entire site of the proposed work and judge for himself/herself as to all the circumstances affecting the cost and progress of the work and shall assume all patent and latent risks in connection therewith.
11. **SOIL CONDITIONS:** Subject to the convenience of the Local Public Agencies, prospective bidders will be permitted to explore the site by making borings or digging test pits. In such event, the work shall be done at the sole expense and risk of the bidder, and he shall maintain and restore the site to original condition.

The Local Public Agency does not guarantee the accuracy of any information or samples which it may have obtained from test borings or otherwise as to the kind or condition of the soil that may be encountered in the prosecution of the proposed work, neither does the Local Public Agency represent that the plans and specifications drawn are based upon any data so obtained.

The Local Public Agency does not make any representation as to the soil which may be encountered or of soil or water which underlies the work or is adjacent thereto, including any difficulties that may be due to quicksand, or other unfavorable conditions that may be encountered in the work, whether apparent upon surface inspection or disclosed in the process of carrying forward the work.

12. **WORKING FACILITIES:** The plans show, in the general manner, the existing structures and the land available for demolition purposes. The bidders must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at this site.
13. **ADDENDA AND INTERPRETATIONS:** No official interpretation of the meaning of the plans, specifications, or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to **Jill Griffin, Seneca Regional Planning Commission, 109 S. Washington St., Suite 2002, Tiffin, OH 44883, (Telephone: 419-443-7936)** and to be given consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three (3) days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.

14. **SIGNATURE OF BIDDERS:** The firm, corporate, or individual name of the bidder must be signed in ink in the space provided for the signatures on the proposed blanks. In case of a corporation, the title of the officer signing must so state and such officer must be thereunto duly authorized and the seal of said corporation duly affixed. In the case of a partnership, the signature of at least one of the partners must follow the firm name, using the term "member of the firm." In the case of an individual, use the terms "doing business as" or "sole Local Public Agency." The bidder shall further state, in his proposal, the name and address of each person or corporation interested therein.
15. **NOTICE OF SPECIAL CONDITIONS:** Attention of the bidder is particularly called to those parts of the General Contract Conditions and other contract documents and specifications which deal with the following:
  - a. Insurance and workers compensation requirements
  - b. ~~Federal Labor Standards Provisions, including federal Davis-Bacon wage rates~~ **THIS IS NOT A PREVAILING WAGE PROJECT. No Prevailing Wage documentation or pay required.**
  - c. Requirement for a payment bond and performance bond for 100% of contract price
  - d. Requirement that all subcontractors be approved by the Local Public Agency
  - e. Time-for-completion and liquidated damages requirements
  - f. Safety standards
  - g. Contractor's responsibility to obtain permits
  - h. Affirmative Action and Equal Opportunity provisions
  - i. **PHOTOGRAPHS OF PROJECT:** The Contractor will furnish photographs in the number, type, and state as enumerated below: ***Color pictures shall be taken and provided to the Local Public Agency before, during, and after demolition. All pictures will be provided by digital format.***

16. **ADDITIONAL OBLIGATIONS UPON CONTRACT AWARD:** Upon award of the contract, but prior to execution of the final agreement and notice to proceed, the contractor shall submit all of the following documents, completed as required:

- a. Acceptance of Notice of Award
- b. Contract
- c. Insurance certificate(s) and/or policy(ies) and Workers Compensation Certificate
- d. Performance bond
- e. (If over \$10,000:) Contractor's Section 3 Plan with Table A and Table B
- f. (If over \$10,000:) Certification of Bidder Regarding Equal Employment Opportunity
- g. (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- h. Certification of Bidder Regarding Section 3 and Segregated Facilities
- i. Certification(s) of (all) Proposed Subcontractor(s) Regarding Section 3 and Segregated Facilities
- j. (If over \$100,000:) Certification by Contractor and Subcontractors of Compliance with Air and Water Acts
- k. **THIS IS NOT A PREVAILING WAGE PROJECT. No Prevailing Wage documentation or pay required.**

17. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: "Foreign corporation" means an corporation incorporated under the laws of another state. No contract shall be entered into with a foreign corporation until the Secretary of State has certified that such corporation is authorized to do business in Ohio; and until, if the bidder so awarded the Contract is a person or partnership, it has filed with the Secretary of State Power of Attorney designating the Secretary of State as its agent for the purpose of accepting service of summons in any action brought under Section 153.05 of the Ohio Revised Code or under Sections 4123.01 to 4123.94, inclusive of the Revised Code.

## **SECTION C**

### **GENERAL CONTRACT CONDITIONS**

#### **ARTICLE 1 - CONTRACT AND CONTRACT DOCUMENTS**

- A. The project to be constructed pursuant to this contract will be financed with assistance from the Department of Housing and Urban Development and is subject to all applicable Federal laws and regulations.
- B. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
- C. The Plans, Specifications and Addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

#### **ARTICLE 2 - PERFORMANCE AND PAYMENT BONDS**

Simultaneously with his/her delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Local Public Agency. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney. Under certain conditions, and within the limits of State and local laws and regulations, the Local Public Agency may waive the requirement that the Payment and Performance Bond be underwritten by a surety company and may authorize in lieu thereof, a personal bond backed by a letter of credit from a local lending institution for the full value of the Contract.

#### **ARTICLE 3 - WAGE RATES**

**THIS IS NOT A PREVAILING WAGE PROJECT. No Prevailing Wage documentation or pay required.**

## **ARTICLE 4 - AFFIRMATIVE ACTION**

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with either Part 1 or Part 2, as applicable, of Executive Order 11246 as stated on page 12.40 - 75 during the performance of this contract or subcontract. The Contractor commits itself to the goals for minority manpower utilization in either Part 1 or Part 2, as applicable, and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid.

The Contractor shall appoint a company executive to assume the responsibility for the Implementation of the requirements, terms and conditions of these bid conditions.

## **ARTICLE 5 - INSURANCE**

A. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Local Public Agency, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Local Public Agency shall not relieve or decrease the liability of the Contractor hereunder.

B. The Contractor shall file with the Local Public Agency all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Local Public Agency and receipt of any additional forms/documentation requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

C. Worker's Compensation

All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation insurance in full compliance with the laws of the State of Ohio.

D. Contractor's Liability Insurance

i. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

ii. Property Damage Liability Insurance shall be provided on any demolition, blasting, excavating, shoring or similar operation on an "if any" basis.

iii. Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand Dollars (\$250,000) for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,000) Dollars on the account of any one occurrence.

- iv. Property Damage Liability Insurance shall be in an amount of not less than One Hundred Thousand Dollars (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.
- v. Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.
- vi. The Local Public Agency may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

E. Builder's Risk Insurance

Each Contractor shall maintain insurance to protect himself and the Local Public Agency, jointly, from loss incurred by fire, lightning, extended coverage hazards, vandalism, theft, explosion and malicious mischief in the full amount of the Contract and such insurance shall cover all labor and material connected with the work, including materials delivered to the site, but not yet installed.

F. Installation Floater Insurance

When a contractor is involved solely in the installation of materials and not in the construction of a building, an Installation Floater is required in lieu of a Builder's Risk Policy with the same general conditions applying as set forth in Paragraph E.

G. The Policies as listed above shall all contain all the following special provisions:

- i. "The Company agrees that thirty (30) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the Contract involved, written notice will be mailed to the "Seneca Regional Planning Commission."
- ii. The maintaining of such insurance as outlined herein shall in no way constitute a waiver of legal liability for damage to any adjoining buildings or their contents or the work and property of others on the site beyond the limits of insurance thus maintained. The Contractor shall hold the Local Public Agency free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/her Subcontractors.
- iii. Each Contractor shall hold the Local Public Agency harmless from all payments for patents, either as royalty or otherwise, in the use of materials, methods, appliances, etc., that he may be in any way involved in or connected with any part of his work or the work of his Subcontractors.
- iv. Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

## **ARTICLE 6 - SAFETY**

- A. The Contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He/She will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to all employees on the work and other persons who may be affected thereby, all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- B. The Contractor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety protection. He/She will notify Local Public Agencies of adjacent utilities when prosecution of the work may affect them.
- C. The Contractor shall comply with the safety standards provisions of applicable laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-586), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register," Volume 36, No. 75, Saturday, April 17, 1971. The Contractor shall also comply with Chapter 4104.9-2 of the Ohio Revised Code prohibiting the Employment of Minors in Occupations Hazardous or Detrimental to their health.
- D. The Contractor shall maintain at his/her office or other well known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured at the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.
- E. Lights, signs and barricades shall be used to maintain traffic and safety for vehicular and pedestrian traffic during the course of this contract in accordance with the specifications.

## **ARTICLE 7 - PERMITS**

Contractor responsible for permits if any. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses from the proper authorities, if any. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Contract Documents are at variance therewith, he/she shall promptly notify the Local Public Agency in writing.

## **ARTICLE 8 - SUPERVISION**

- A. The Contractor will supervise and direct the work. He will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The Supervisor shall have full authority to act on behalf of the Contractor and communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present and on the site at all times as required to perform adequate supervision and coordination of the work.

- B. The Local Public Agency and its representatives will, at all times, have access to the work. In addition, authorized representatives and agents of any participating federal or state agency shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. The Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
- C. The Contractor shall submit a proposed program of operation, showing clearly how he/she proposes to conduct the work as to bring about the completion of his/her work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his/her work will be sufficiently advanced to permit the installation of the work under other contracts, and the estimated progress payments due under the Contract. The work under this contract shall be so scheduled that as structures are completed, they can be placed into useful operation with a minimum of delay. The program shall be subject to the approval of the Local Public Agency.
- D. All construction as proposed along all City, Township, County, State and Federal roads including storage and stockpiling of materials, is to be conducted within the limits of the public right-of-way. Bracing, sheeting and shoring shall be used to keep all construction work within the construction limits unless work agreements are secured from the adjacent property Local Public Agencies. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Architect and the Local Public Agency prior to any work beginning on the affected property.

#### **ARTICLE 9 - CLAIMS AGAINST CONTRACTOR**

The Contractor shall indemnify and save the Local Public Agency or the Local Public Agency's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, material men, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the work. The Contractor shall, at the Local Public Agency's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fail to do so, the Local Public Agency, may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of the Contract Documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Local Public Agency to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Local Public Agency shall be considered as a payment made under the Contract Documents by the Local Public Agency to the Contractor and the Local Public Agency shall not be liable to the Contractor for any such payments in good faith.

#### **ARTICLE 10 - SUBCONTRACTING**

- A. Neither the Contractor nor the Local Public Agency shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder.
- B. The Contractor shall not sublet, sell, transfer or assign any portion of the contract without written consent of the Local Public Agency or his/her designated agent. When such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his/her own organization, work amounting to no less than fifty percent of the total contract cost, except that any item designated in the contract before computing the amount of work required to be performed by the Contractor with his/her own organization. No subcontract, or transfer of



contract, shall in any way release the Contractor of his/her liability under the contract and bonds.

- C. **The Contractor shall not award work to Subcontractor(s) without prior written approval of the Local Public Agency after submission of all certifications as required in Item 17, page 12.40-10 through 12.40-11, of INSTRUCTIONS TO BIDDERS.** The Contractor shall be fully responsible to the Local Public Agency for the acts and omissions of the Subcontractor(s), and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

#### **ARTICLE 11 - CHANGE OF WORK**

- A. The Local Public Agency reserves the right to make, at any time during the progress of the work, such increases or decreases in quantities and such alterations in details of work as may be deemed necessary or desirable. Such increases or decreases and alterations shall not invalidate the contract nor release the surety, and the Contractor agrees to perform the work as altered, the same as if it had been a part of the original contract.
- B. Authorized alterations in plans or quantities of work involving work not covered by unit prices in the proposal shall be paid for as stipulated in the change order authorizing such work.
- C. No changes in work covered by the approved Contract shall be made without having prior written approval of the Local Public Agency.

#### **ARTICLE 12 - TIME**

- A. The Date of beginning and the time for completion of the work are essential conditions of the Contract Documents and the work embraced shall be commenced on a date specified in the Notice to Proceed.
- B. The Contractor will proceed with the work at such rate of progress to ensure full completion within the Contract Time. It is expressly understood and agreed, by and between the Contractor and the Local Public Agency, that the Contract Time for the completion of the work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the work.
- C. The Contract Time to fully complete the project shall be fully completed by May 20, 2014 following the date of commencement of work to be specified in a written "Notice to Proceed."
- D. If the Contractor shall fail to complete the work within the Contract Time, or extension of time granted by the Local Public Agency, the Contractor will pay to the Local Public Agency for liquidated damages \$100.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

## **ARTICLE 13 - COMPLETION OF WORK**

- A. The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one year from the date of Substantial Completion of the improvement that it is free from all defects due to faulty materials or workmanship, and the Contractor shall promptly make corrections as may be necessary by reason of such defects. The Local Public Agency will give notice of observed defects with reasonable promptness. In the event that the Contractor should fail to make repairs, adjustments, or other work which may be made necessary by such defects, the Local Public Agency may do so and charge the Contractor the cost thereby incurred. The Contract Bond shall remain in full force and effect through the guarantee period.
- B. When the work, including that performed by Subcontractors, is completed, the site shall be cleaned of all rubbish and debris caused by the construction. All sheds or other temporary structures, surplus materials, and equipment shall be removed and the project left in a neat and presentable condition.

## **ARTICLE 14 - TERMINATION**

After ten (10) days from delivery of a Written Notice to the Contractor, the Local Public Agency may, without cause and without prejudice to any other right or remedy, elect to terminate the Contract. In such case, the Contractor shall be paid for all work executed and any expense sustained plus reasonable profit, unless such termination was due to the act or conduct of the Contractor.

## **ARTICLE 15 - PAYMENT**

Contractor shall make invoices payable to the Seneca Regional Planning Commission. Payment to the Contractor shall be made by the Local Public Agency as follows: Contractor to submit all invoices to the Seneca Regional Planning Commission, for inspection of work and approval of invoice.

A detail by site invoice for payment shall be submitted only after all work under this project is complete and the Local Public Agency has inspected and approved the condition of the work site. The following shall accompany the invoice for payment:

- a. Receipts for the State-approved disposal site where debris under this Contract was taken by the Contractor for disposal;
- b. Receipts for recycling, salvage or payments from materials requiring special disposal or disposition.
- c. Receipts for the purchase of topsoil installed as required under this Contract; and Certification of lien releases and waiver of claim form subcontractors and/or suppliers.

Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made unless otherwise determined by the Local Public Agency. Payment shall be made after receipt of Moving Ohio Forward Demolition Grant Program drawdown from the Ohio Attorney General. A turnaround time of 4-6 weeks is expected before said funds are forwarded to the Local Public Agency by the Ohio Attorney General.

## SUPPLEMENTAL GENERAL CONDITIONS

1. ENUMERATION OF PLANS, SPECIFICATIONS AND ADDENDA

Following are the Plans, Specifications, and Addenda which form a part of this contract, as set forth in Article I of the General Contract Conditions, "Contract and Contract Documents."

Drawings:	Number	Date
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Specifications:		Page
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Addenda:	Number	Date
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2. STATED ALLOWANCES

The Contractor shall include the following cash allowances in his proposal:

"N/A".

3. SPECIAL HAZARDS

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

"None Known".

4. CONTRACTOR'S AND SUBCONTRACTOR'S PUBLIC LIABILITY, VEHICLE LIABILITY, AND PROPERTY DAMAGE INSURANCE

As required under Article 5 of the General Contract Conditions, the Contractor's Public Liability Insurance and Vehicle Liability Insurance shall be in an amount not less than \$500,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person in an amount not less than \$250,000 on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$100,000.

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his subcontractors in his own policy.

5. PHOTOGRAPHS OF PROJECT

The Contractor will furnish photographs in the number, type, and state as enumerated below:

***Color pictures shall be taken and provided to the Local Public Agency before, during, and after demolition. All pictures will be provided by digital format.***

6. SCHEDULE OF FEDERAL OCCUPATIONAL CLASSIFICATIONS AND DAVIS-BACON MINIMUM HOURLY WAGE RATES

**THIS IS NOT A PREVAILING WAGE PROJECT. No prevailing wage documentation or pay required.**

7. BUILDER'S RISK INSURANCE

The Contractor will maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor, and all subcontractors, as their interests may appear.

**WORK SPECIFICATIONS**

**SECTION D**

# SECTION D SPECIFICATIONS OF WORK FOR DEMOLITION

## PART 1 - GENERAL

### 1.0 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

### 1.1 SUMMARY

- A. This Section includes the following:
  - 1. Demolition and removal of buildings and structures.
  - 2. Demolition and removal of site improvements adjacent to a building or structure to be demolished.
  - 3. Removing below-grade construction.
  - 4. Disconnecting, capping or sealing, and abandoning in place site utilities. Site utilities that exist below proposed buildings shall be removed entirely.

### 1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
- B. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

### 1.3 SUBMITTALS

- A. Proposed Environmental-Protection, Dust-Control, and Noise-Control measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate. The contractor shall submit a description of the work practices and engineering controls to be used to comply with the Ohio EPA requirements, including asbestos and waste handling emission control procedures.
- B. Schedule of Building Demolition Activities: Indicate the following:
  - 1. Detailed sequence of demolition and removal work, with starting and ending dates for each activity.
  - 2. Interruption of utility services.
  - 3. Coordination for shutoff, capping, and continuation of utility services.
  - 4. Locations of temporary protection and means of egress, including for neighbors affected by building demolition operations.(If needed)
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes. The contractor shall provide SRPC

prior to, and as an additional condition of payment for work performed, with **verified original receipts from an approved land fill or dump site**, evidencing that all waste material from the job site contracted herein was disposed of in a proper manner. Receipts shall bear the job address, location of land fill, or dump site, cubic yardage dumped, and bear the signature of the contractor's driver. In the event such land fill receipts are not provided, SRPC shall withhold payment until received and approved thereof.

- D. Permits/Notifications: The contractor shall supply the Seneca Regional Planning Commission (SRPC) with a copy of all approved permits and a copy of the required Ohio EPA Notification of Demolition. **THE OHIO EPA NOTIFICATION IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT 10 DAYS PRIOR TO THE START OF THE DEMOLITION (IF APPLICABLE).**
- E. Contractor shall notify Seneca Regional Planning Commission of the date and time of the demolition at least 24 hours prior to commencing work.

#### 1.4 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.
- D. Pre-demolition Inspection: Review methods and procedures related to building demolition including, but not limited to, the following:
  - 1. Inspect condition of structure to be demolished.
  - 2. Review structural load limitations of existing structure.
  - 3. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, facilities needed to make progress and avoid delays.
  - 4. Review and finalize protection requirements.

#### 1.5 PROJECT CONDITIONS

- A. The buildings to be demolished will be vacated and the use discontinued before the start of Work.
- B. Hazardous Materials: Hazardous materials may be present in buildings and structures to be demolished. OSHA requirements for contractor health and safety must be adhered to.
- C. Storage or sale of removed items or materials on-site is not permitted.

### PART 2 - EXECUTION

## 2.1 DEMOLITION FIRMS

### A. Qualified Demolition Firms:

1. The demolition firm selected must be a licensed contractor for all aspects of work required. The contractor must be licensed locally.

## 2.2 EXAMINATION

- ### A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.

## 2.3 PREPARATION

Existing Utilities: Locate, identify, disconnect, and seal or cap off indicated utilities serving buildings and structures to be demolished.

1. Arrange to shut off indicated utilities with utility companies.
2. If utility services are required to be removed, relocated, or abandoned, before proceeding with building demolition provide temporary utilities that bypass buildings and structures to be demolished and that maintain continuity of service to other buildings and structures.
3. For all building sewers in the City of Fostoria, all building drains must be sealed with masonry or with precast clay or concrete stoppers. All building drains must be sealed or capped at the street right of way line. No information is available as to the exact location of the connection(s) of the building drains to the sewer mainlines. The contractor shall determine the location of the drains as needed to seal or cap them at the right of way. The Contractor must contact the City Engineer's office (419) 435-9775 for a site inspection of the sealed or capped building drains.
4. For septic systems in Seneca County, the contractor shall properly disconnect sewer connection. Septic tank shall be pumped, crushed & filled (licensed scavenger) per Seneca County General Health District Regulations. For questions, contact the Seneca County General Health District at 419-447-3691.
5. The Contractor shall abandon the water service line at the water main. In the City of Fostoria, the contractor shall contact the Water Distribution Foreman at (419) 435-2643 or (419) 619-2312 cell to schedule the abandonment. The Contractor shall locate and excavate around the existing tap and the City Water Distribution Division will make the disconnection. The contractor shall be responsible for the granular backfill and the asphalt patch as required.
6. In Seneca County, if water system is observed, proper abandonment of water system must be permitted and filled, the contractor shall contact the Seneca County General Health District (419) 447-3691.
7. Rodent Control. The contractor shall take rodent control measures prior to demolition. The measures shall include a pre-demolition survey and extermination of rodents prior to the start of demolition to prevent their displacement to adjacent building/properties when necessary. This work when required is to be performed as part of the contract by a licensed exterminator at no additional cost to the contract.



## 2.4 PROTECTION

- A. Existing Facilities: Protect adjacent walkways, streets, building entries, and other building facilities during demolition operations.
- B. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the affected party (neighboring property owners) and authorities having jurisdiction.
- C. Provide temporary services during interruptions to existing utilities, as acceptable to affected party and to authorities having jurisdiction.
  - a. Provide at least 72 hours notice to affected party(s) and Owner if shutdown of service is required during changeover.
- D. Temporary Protection: Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction and as indicated.
  - 1. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
  - 2. Provide protection to ensure safe passage of people around building demolition area and to and from occupied portions of adjacent buildings and structures.
  - 3. Protect walls, windows, roofs, and other adjacent exterior construction that are to remain and that are exposed to building demolition operations.
- E. Sidewalks: Provide protection to the sidewalks. It will be the responsibility of the contractor to ensure that the sidewalks are in the same condition as prior to demolition. If they are damaged during demolition it is the responsibility of the contractor to replace them in compliance with the city regulations. (This only applies to any public sidewalks. Any private sidewalks that are on the property shall be completely removed, filled with top soil, seeded and straw with the rest of the property.)

## 2.5 DEMOLITION, GENERAL

- A. General: Demolish indicated existing buildings and structures and site improvements completely. Use methods required to complete the Work within limitations of governing regulations and as follows:
  - 1. Do not use cutting torches until work area is cleared of flammable materials. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
  - 2. Maintain adequate ventilation when using cutting torches.
  - 3. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
- B. Engineering Surveys: Perform surveys as the Work progresses to detect hazards that may result from building demolition activities.

- C. Site Access and Temporary Controls: Conduct building demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from the city administration and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction. If the Contractor must close traffic on any street he must provide all the necessary signage to detour the traffic around the construction site. The Contractor must stay on State or Federal highways as much as possible.
  2. In the City of Fostoria, use water mist and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations. Do not use water when it may damage adjacent construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution. The City of Fostoria Water Distribution Division shall provide a hydrant meter and will designate hydrants for water usage purposes. The City of Fostoria shall provide the water to the Contractor at no additional cost for the demolition purpose only.  
**THE CONTRACTOR SHALL NOT PLACE ANY FIRE HOSE IN A TRAFFIC AREA. PRE-MANUFACTURED RAMP(S) SHALL BE USED TO PROTECT THE WATER DISTRIBUTION SYSTEM SHOULD IT BE NECESSARY TO LAY A FIRE HOSE(S) IN A TRAFFIC AREA.**
  3. In Seneca County, use suitable methods of eliminating dust and dirt.

D. Below-Grade Construction:

The Contractor shall break up and remove the building foundation walls, floors, floor slabs, pits, ramps, etc. completely.

## 2.6 EXPLOSIVE DEMOLITION

- A. Explosives: **Use of explosives is not permitted.**

## 2.7 SITE RESTORATION

Below-Grade Areas: Upon completion of the demolition, removal, and abandonment work, the Contractor shall prepare the site. The site shall be prepared by:

Backfilling all remaining basements, pits and cisterns with suitable material as per Item 703.16, Paragraph A, Natural Soils of the State of Ohio Department of Transportation Construction and Material Specifications (ODOT CMS).

Compact all backfilled areas per Item 203.07, Paragraph B of the ODOT CMS.

All fill materials shall be free from debris, trash, roots and other organic matter. Prior to placement of fill, area must be free of standing water, frost, frozen materials, trash and debris. Fill materials shall be placed in horizontal layers not exceeding 6" in loose depth and shall be compacted at optimum moisture content to a density equal to original adjacent ground. See Site Grading below for top 8" of fill material.

- A. Site Grading: Maintain established property lines and grades at the original lines and grades. The entire property shall be fine finished graded, seeded, and covered with straw. The top 8" of fill shall be of quality top soil. The Contractor shall remove all rocks, metal debris, or other foreign material of 1" or greater in any dimension before final payment will be disbursed.

## 2.8 REPAIRS

- A. General: Promptly repair damage to adjacent construction caused by building demolition operations.
- B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
- C. Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

## 2.9 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Remove demolished materials from Project site and legally dispose of them in an Ohio EPA-approved landfill. The contractor shall provide SRPC prior to, and as an additional condition of payment for work performed, with **verified original receipts from an approved land fill or dump site**, evidencing that all waste material from the job site contracted herein was disposed of in a proper manner. Receipts shall bear the job address, location of land fill, or dump site, cubic yardage dumped, and bear the signature of the contractor's driver. In the event such land fill receipts are not provided, SRPC shall withhold payment until received and approved thereof.
  - 1. Do not allow demolished materials to accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: **Do not burn demolished materials.**

## 2.10 CLEANING

- A. The tracking of mud onto City streets from the site must be kept to a minimum throughout the course of the work. The Contractor shall maintain facilities and equipment to clean disposal equipment and trucks and to clean the adjacent streets as required. The site drainage must be protected and preserved during the demolition work. The contractor shall clean adjacent streets on a regular basis (daily), unless instructed to clean a street by the city administration. If the contractor fails to clean the street as indicated, the city will clean the street and charge the contractor for said cleaning.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

**PROPOSAL FORMS**

**SECTION E**

# BID FOR UNIT PRICE CONTRACTS

Place Seneca Regional Planning Commission  
Date \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called "Bidder")\* a corporation,  
organized and existing under the laws of the State \_\_\_\_\_,\*\*a partnership, or an individual  
doing business as \_\_\_\_\_.

To the Seneca Regional Planning Commission (hereinafter called "Local Public Agency").

Gentlemen:

The Bidder, in compliance with your invitation for bids for the demolition of the "Seneca County Moving Ohio Forward Demolition Program Grant" having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of the materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Local Public Agency and to fully complete the project within sixty (60) consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$100 for each consecutive calendar day thereafter as hereinafter provided in Article 9 of the General Conditions.

Bidder acknowledges attendance at pre-bid conference: \_\_\_ Yes \_\_\_ No \_\_\_ N/A

Bidder acknowledges receipt of the following addendum: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

\* Insert corporation, partnership or individual as applicable.  
\*\* Insert name of state.

# BASE BID #1



**145 Nichols Street  
Fostoria, OH 44830**

**PARCEL P51041007240000**

**Lot dimensions: 50x117 Building size: 1,232 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,232 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	1,232		
2	Landfill Cost	TN	140		
3	Remove existing pavement in driveway area and service walks within property lines	S.F.	145		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	150		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	640		

**TOTAL BID AMOUNT**

Total Bid in words:

## BASE BID #2



**151 E. Clark Street**

**Fostoria, OH 44830**

**PARCEL P5104100900000**

**Lot dimensions: 58x150 Building size: 1,646 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,646 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,646		
2	Landfill Cost	TN	178		
3	Remove existing driveway area and service walks within property lines and boulevard areas.	S.F.	1,020		
4	Demolish accessory buildings/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	210		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	960		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #3



**154 Elm Street**

**Fostoria, OH 44830**

**PARCEL P5101091580000**

**Lot dimensions: 32x191 Building size: 1,652 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,652 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,652		
2	Landfill Cost	TN	174		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	300		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	210		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	680		

**TOTAL BID AMOUNT**

Total Bid in words:



**BASE BID #4**



**160 E. Fourth St.  
Fostoria, OH 44830  
PARCEL P5104102640000  
Lot dimensions: 28x165 Building size: 1,226 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,226 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	1,226		
2	Landfill Cost	TN	108		
3	Remove existing driveway area and service walks within property lines and in boulevard areas.	S.F.	850		
4	Demolish 10x15 (150 s.f.) accessory building/structure and remove foundation plantings within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	104		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	520		

**TOTAL BID AMOUNT**

Total Bid in words:

**BASE BID #5**



**207 E. North Street  
Fostoria, OH 44830**

**PARCEL P51030951600000**

**Lot dimensions: 31x132 Building size: 903 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 903 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	903		
2	Landfill Cost	TN	80		
3	Remove existing driveway area and service walks within property lines and in boulevard areas.	S.F.	0		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	117		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	460		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #6



**212 E. Crocker Street**

**Fostoria, OH 44830**

**PARCEL P51041011880000**

**Lot dimensions: 50x185 Building size: 1,317 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,317 sq.ft. single family dwelling with partial basement -- haul debris to appropriate landfill.	S.F.	1,317		
2	Landfill Cost	TN	168		
3	Remove existing driveway area and service walks within property lines and in the boulevard areas.	S.F.	594		
4	Demolish 13x20 (260 s.f.) accessory building/structure and remove foundation plantings within 10' of foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	194		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	1,000		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

**BASE BID #7**



**281 E. Sixth Street  
Fostoria, OH 44830**

**PARCEL P5104101640000**

**Lot dimensions: 40x165 Building size: 1,032 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,032 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	1,032		
2	Landfill Cost	TN	90		
3	Remove existing driveway area and service walks within property lines and in boulevard areas.	S.F.	155		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	90		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	740		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #8



**301 E. Jones Street**

**Fostoria, OH 44830**

**PARCEL P51040982440000**

**Lot dimensions: 78x165 Building size: 672 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 672 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	672		
2	Landfill Cost	TN	50		
3	Remove existing driveway area and service walks within property lines and in boulevard area.	S.F.	795		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	75		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	1,400		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #9



**320 S. Poplar Street**

**Fostoria, OH 44830**

**PARCEL P51040996680000**

**Lot dimensions: 23x100 Building size: 1,096 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,096 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	1,096		
2	Landfill Cost	TN	95		
3	Remove existing driveway area and service walks within property lines and in boulevard areas.	S.F.	560		
4					
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	95		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	260		

**TOTAL BID AMOUNT**

Total Bid in words:

**BASE BID #10**



**333 McDougal Street**

**Fostoria, OH 44830**

**PARCEL P51030926520000**

**Lot dimensions: 60x132 Building size: 1,240 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,240 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	1,240		
2	Landfill Cost	TN	105		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	485		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	102		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	880		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

# BASE BID #11



**429 S. Town Street  
Fostoria, OH 44830  
PARCEL P51041004480000  
Lot dimensions: 47x107 Building size: 1,344 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,344 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,344		
2	Landfill Cost	TN	190		
3	Remove existing driveway area and service walks within property lines and boulevard areas.	S.F.	70		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	150		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	560		

<b>TOTAL BID AMOUNT</b>	
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Total Bid in words:	
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# BASE BID #12



**519 Bulger Avenue  
Fostoria, OH 44830**

**PARCEL P51041009960000**

**Lot dimensions: 39x124 Building size: 848 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 848 sq.ft. single family dwelling with partial basement -- haul debris to appropriate landfill.	S.F.	848		
2	Landfill Cost	TN	92		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	600		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	148		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	540		

**TOTAL BID AMOUNT**

Total Bid in words:

**BASE BID #13**



**535 Gormley Street  
Fostoria, OH 44830  
PARCEL P5104101300000  
Lot dimensions: 50x150 Building size: 1,488 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,488 sq.ft. single family dwelling with partial basement -- haul debris to appropriate landfill.	S.F.	1,488		
2	Landfill Cost	TN	150		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	0		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	185		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	840		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

# BASE BID #14



**824 S. Poplar Street  
Fostoria, OH 44830**

**PARCEL P51041008200000**

**Lot dimensions: 43x144 Building size: 974 s.f.**

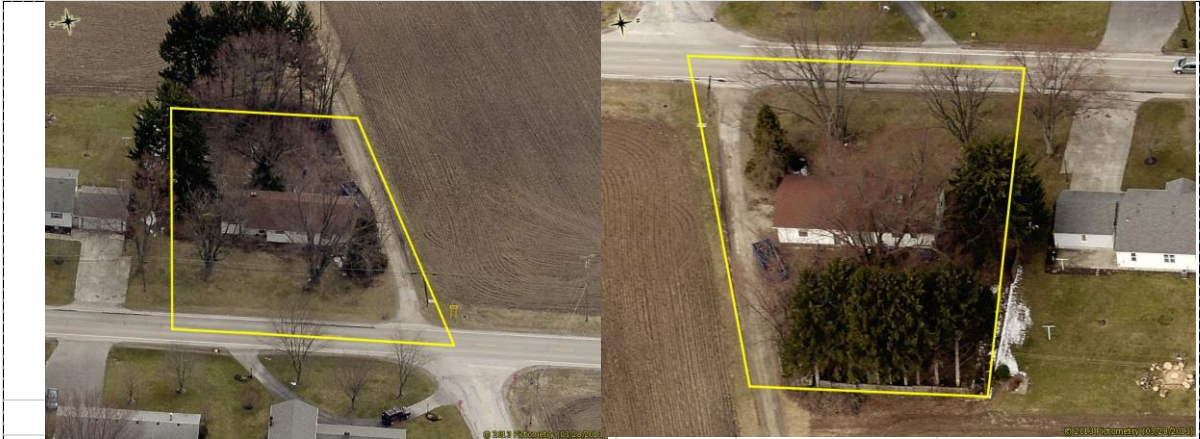
Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 974 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	974		
2	Landfill Cost	TN	154		
3	Remove existing pavement and service walks within property lines and in boulevard areas.	S.F.	50		
4	Demolish accessory building (144 sq. ft.) /structure and remove foundation plants within 10' of foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	216		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish.	S.Y.	680		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #15



**2481 S SR 53**

**Tiffin, Ohio**

**PARCEL F20000305760000**

**Lot dimensions: 131' x 162'**

**Building size: 948 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,820 sq.ft. single family dwelling with partial basement -- haul debris to appropriate landfill.	S.F.	948		
2	Landfill Cost	TN	150		
3	Remove existing pavement and service walks within property lines and in boulevard areas.	S.F.	375		
4	Remove foundation plants within 10' of foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	210		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish.	S.Y.	940		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #16



**7571 Main Street**  
**Flat Rock, OH 44828**  
**PARCEL N4600076060000**  
**Lot dimensions: 33' x 165' Building size: 1,304 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,304 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,304		
2	Landfill Cost	TN	116		
3	Remove existing pavement and service walks within property lines and in boulevard areas.	S.F.	0		
4	Demolish accessory building (352 sq. ft.) /structure and remove foundation plants within 10' of foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	290		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish.	S.Y.	605		

**TOTAL BID AMOUNT**

Total Bid in words:

# BASE BID #17



**7751 Washington Street**  
**Flat Rock, OH 44828**  
**PARCEL N46000750160000**  
**Lot dimensions: 66' x 165' Building size: 1,332 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,332 sq.ft. single family dwelling with partial basement -- haul debris to appropriate landfill.	S.F.	1,332		
2	Landfill Cost	TN	168		
3	Remove existing pavement and service walks within property lines and in boulevard areas.	S.F.	0		
4	Remove foundation plants within 10' of foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	176		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish.	S.Y.	1,210		

<b>TOTAL BID AMOUNT</b>	
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Total Bid in words:	
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**BASE BID #18**



**8241 W. CR 28**

**Amsden, Ohio**

**PARCEL G25000413680000**

**Lot dimensions: 107' x 189'      Building size: 1,620 s.f. +/-**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,620 sq.ft.+/- single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,620		
2	Landfill Cost	TN	155		
3	Remove existing pavement and service walks within property lines and in boulevard areas.	S.F.	635		
4	Demolish 24x24 (576 s.f.) accessory building/structure and remove foundation plantings with 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	185		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish.	S.Y.	1,150		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

**BASE BID #19**



**8547 N CR 26**

**Bellevue, Ohio**

**PARCEL N46000744880000**

**Lot dimensions: 0.46 acres      Building size: 1,032 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,032 sq.ft. single family dwelling on crawl space -- haul debris to appropriate landfill.	S.F.	1,032		
2	Landfill Cost	TN	85		
3	Remove existing pavement and service walks within property lines and in boulevard areas.	S.F.	485		
4	Demolish accessory building (120 sq. ft.) /structure and remove foundation plants within 10' of foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	125		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed. For winter projects, the contractor is responsible for returning to the site when conditions allow and providing the above described site finish.	S.Y.	1,100		

**TOTAL BID AMOUNT**

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Total Bid in words:

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# ALTERNATE BID #20



**117 N. Poplar Street  
Fostoria, OH 44830**

**PARCEL P51030935840000**

**Lot dimensions: 66x66 Building size: 1,510 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,510 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,510		
2	Landfill Cost	TN	225		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	420		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	200		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	500		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

# ALTERNATE BID #21



**215 McLean Street  
Fostoria, OH 44830  
PARCEL P51040975880000  
Lot dimensions: 49x124 Building size: 700 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 700 sq.ft. single family dwelling -- haul debris to appropriate landfill.	S.F.	700		
2	Landfill Cost	TN	58		
3	Remove existing driveway area and service walks within property lines and in boulevard area.	S.F.	1,830		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	0		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	86		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	680		

**TOTAL BID AMOUNT**

Total Bid in words:

# ALTERNATE BID #22



**222 E. Jones Street**

**Fostoria, OH 44830**

**PARCEL P51040981360000**

**Lot dimensions: 40x165 Building size: 1,271 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,271 sq.ft. single family dwelling with partial basement -- haul debris to appropriate landfill.	S.F.	1,271		
2	Landfill Cost	TN	150		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	710		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	198		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	740		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

# ALTERNATE BID #23



**302 S. Poplar Street**

**Fostoria, OH 44830**

**PARCEL P51041021440000**

**Lot dimensions: 51x60 Building size: 1,526 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,526 sq.ft. single family dwelling with crawl space -- haul debris to appropriate landfill.	S.F.	1,526		
2	Landfill Cost	TN	142		
3	Remove existing driveway area and service walks within property lines and in boulevard areas.	S.F.	510		
4	Demolish 12x20 (240 s.f.) accessory building/structure and remove foundation plantings with 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	170		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	340		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

# ALTERNATE BID #24



**1015 Buckley Street  
Fostoria, OH 44830  
PARCEL P510010906160000  
Lot dimensions: 58x143 Building size: 1,424 s.f.**

Please fill in a price below. Provide all necessary labor and material to complete the following scope of work.

Item	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Demolish 1,488 sq.ft. single family dwelling with full basement -- haul debris to appropriate landfill.	S.F.	1,424		
2	Landfill Cost	TN	167		
3	Remove existing driveway area and service walks within property lines and boulevard area	S.F.	820		
4	Demolish accessory building/structures and foundation plants within 10' of the foundation.	LS	1		
5	Properly disconnect sewer connection and water service per specifications.	LS	1		
6	After the removal of the building, asphalt/concrete slabs, etc. all removed items shall be undercut to suitable material and then backfilled with approved clean fill material and compacted in lifts sufficient to prevent uneven settlement.	C.Y.	240		
7	Provide a finished site that is level and free of debris. Contractor shall seed the site and provide a cover of straw. The contractor is responsible for insuring that grass is growing on the site and that the site is sufficiently level and debris free to safely allow the site to be mowed.	S.Y.	920		
<b>TOTAL BID AMOUNT</b>					
Total Bid in words:					

## BID SUMMARY SHEET

### BASE BID

	ADDRESS	
1.	145 Nichols Street	
2.	151 E. Clark Street	
3.	154 Elm Street	
4.	160 E. Fourth Street	
5.	207 E. North Street	
6.	212 E. Crocker Street	
7.	281 E. Sixth Street	
8.	301 E. Jones Street	
9.	320 S. Poplar Street	
10.	333 McDougal Street	
11.	429 Town Street	
12.	519 Bulger Avenue	
13.	535 Gormley Street	
14.	7571 Main St., Flat Rock	
15.	7751 Washington St., Flat Rock	
16.	824 S. Poplar Street	
17.	2481 S. State Route 53, Tiffin	
18.	8241 W. County Road 28, Amsden	
19.	8547 County Road 29, Bellevue	
<b>TOTAL BASE BID</b>		

### ALTERNATE BID (Can be added per property)

	ADDRESS	
20.	117 N Poplar Street	
21.	215 McLean Street	
22.	222 E. Jones Street	
23.	302 S. Poplar Street	
24.	1015 Buckley Street	
<b>TOTAL ALTERNATE BID</b>		

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, material, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Local Public Agency reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Article 2 of the General Conditions.

The bid security attached in the sum of \_\_\_\_\_ (\$\_\_\_\_\_) is to become the property of the Local Public Agency in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Local Public Agency caused thereby.

(SEAL - if bid is by a corporation)

Respectfully submitted:

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
(Business Address and Zip Code)

\_\_\_\_\_  
Phone

\_\_\_\_\_  
FAX

\_\_\_\_\_  
E-Mail

\_\_\_\_\_  
Federal ID Number

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF NON-DELINQUENCY OF  
PERSONAL PROPERTY TAXES**

**O.R.C. 5919.042**

STATE OF OHIO:  
SS:

TO: Seneca Regional Planning Commission, Seneca County, Ohio

The undersigned, being first duly sworn, hereby states that we are not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which you as a taxing district have territory and that we were not charged with delinquent personal property taxes on any such tax list.

In consideration of the award of the above contract, the above statement is incorporated in said contract as a covenant of the undersigned.

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public



# BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_

1

2

3

\_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_ hereinafter called the Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive or deductive alternative proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of \_\_\_\_\_ DOLLARS (\$\_\_\_\_\_). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including the alternatives in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lower Bidder to perform the work covered by the bid; or in the event the Obligee does not award the contact to the next lower Bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent of the penalty hereon between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

\_\_\_\_\_  
<sup>1</sup>Here insert full name or legal title of Contractor and address

<sup>2</sup>Here insert full name or legal title of Surety

<sup>3</sup>Here insert full name or legal title of Local Public Agency

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, material men, 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 benefit of any material man 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.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions or additions to the term of the contract or to the work or to the specifications.

SIGNED AND SEALED This \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Surety

By: \_\_\_\_\_

Attorney-in-Fact

\_\_\_\_\_  
Surety Company Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Surety Agent's Name and Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NONCOLLUSION AFFIDAVIT**

State of \_\_\_\_\_  
\_\_\_\_\_

BID Identification: Seneca County Moving Ohio Forward Demolition Program

CONTRACTOR \_\_\_\_\_,  
being duly sworn, deposes and says that he is \_\_\_\_\_  
(Sole Local Public Agency, a partner, president, secretary, etc.) of \_\_\_\_\_,  
the party making the foregoing BID; that such BID is not made in the interest of or on behalf of any  
undisclosed person, partnership, company, association, organization, or corporation; that such BID is  
genuine and not collusive or sham; that said BIDDER has not directly or indirectly induced or solicited  
any other BIDDER to put in a fake or sham BID and has not directly or indirectly colluded, conspired,  
connived, or agreed with any BIDDER or any one else to put in a sham BID, or that any one shall  
refrain from bidding; that said BIDDER has not in any manner directly or indirectly, sought by  
agreement, communication or conference with any one to fix the BID price of said BIDDER or of any  
other BIDDER, or to fix any overhead, profit, or cost element of such BID price, or of that of any other  
BIDDER, or to secure any advantage against the LOCAL PUBLIC AGENCY awarding the contract or  
anyone interested in the proposed contract; that all statements contained in such BID are true; and,  
further, that said BIDDER has not, directly or indirectly, submitted his BID price or any breakdown  
thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay  
any fee in connection therewith, to any corporation, partnership, company, association, organization,  
BID depository, or to any member or agent thereof, or to any other individual except to such person or  
persons as have a partnership or other financial interest with said BIDDER in his general business.

Signed:

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Seal of Notary

\_\_\_\_\_

## BONDING AND INSURANCE REQUIREMENTS

A state or local unit of government receiving a grant from the Federal government which requires contracting for construction of facility improvement shall follow its own requirements relating to bid guarantees, performance bonds, and payment bonds, except for contracts or subcontracts exceeding \$100,000. For contracts or subcontracts exceeding \$100,000, the Federal agency may accept the bonding policy and requirements of the grantee provided the Federal agency has made a determination that the Government's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- A. A bid guarantee from each bidder equivalent to one hundred percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified. *Alternatively, a bid bond in the amount of 100% of the bid amount may be provided.*
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**CONTRACT**  
**SECTION F**

csa.

### CONTRACT SERVICE AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between:

**CONTRACTOR NAME** \_\_\_\_\_ hereinafter designated as "Independent Contractor" and, the Seneca Regional Planning Commission, hereinafter designated as "Local Public Agency";

In consideration of their mutual promises contained herein, and for other good and valuable consideration, it is hereby agreed as follows:

1. Independent Contractor agrees to perform the following services, to-wit: The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, obtain all required permits and perform and complete all work required for the service embraced in the project: namely the "**Seneca County Moving Ohio Forward Demolition Program**" as submitted in the Contractor's estimate dated **January 29, 2014**. This project shall be called the **Seneca County Moving Ohio Forward Demolition Program**.

2. As consideration for Independent Contractor performing all work contemplated by this contract, the Local Public Agency shall pay Independent Contractor for the total quantities of work performed as stipulated in the estimate submitted for this project on **March 10, 2014**. The Contractor will be paid on the following terms: **Upon completion of work and receipt of invoices either monthly or lump sum**. Local Public Agency must receive all invoices by **May 20, 2014**. **Base Bid award amount to Contractor at a sum of \$ \_\_\_\_\_, dollars and \_\_\_\_\_ cents. Alternates may be added per property as follows:**

<b>Alt. #20. at a sum of \$</b>	_____	<b>dollars and</b>	<b>cents.</b>
<b>Alt. #21. at a sum of \$</b>	_____	<b>dollars and</b>	<b>cents.</b>
<b>Alt. #22. at a sum of \$</b>	_____	<b>dollars and</b>	<b>cents.</b>
<b>Alt. #23. at a sum of \$</b>	_____	<b>dollars and</b>	<b>cents.</b>
<b>Alt. #24. at a sum of \$</b>	_____	<b>dollars and</b>	<b>cents.</b>

The funding for this project is from **Fund 073, Seneca County Moving Ohio Forward Program Grant Fund**, as a part of the **Moving Ohio Forward Demolition Program** project.

3. Independent Contractor shall perform said services to the satisfaction of the Local Public Agency. Said services shall begin **March 20, 2014** and be completed on or before **May 20, 2014**.

4. It is further agreed by and between the parties that Independent Contractor shall provide evidence of a general liability insurance policy for all risks in the amount of \$500,000.00 and shall maintain said liability insurance policy in said amount during the term of this agreement. Further, Independent Contractor shall indemnify and hold Local Public Agency harmless from any and all occurrences, loss, damages, claims, suits, or contingent or direct liabilities that may arise as a result of any and all acts performed or that fail to be performed by Independent Contractor during the term of this agreement.

5. Independent Contractor shall at his own cost provide hospitalization for the benefit of his employees and/or agents, and, shall be liable for all state, local and federal income taxes and the reporting of same to the appropriate taxing agencies.

6. Independent Contractor and its agents or employees shall not be eligible for sick leave, vacation, hospitalization, or fringe benefits extended to regular employees of the state of Ohio or Seneca County.

7. Independent Contractor shall be responsible for all Workers' Compensation or unemployment compensation with regard to its employees or agents. Independent Contractor shall provide at the beginning of this service contract a certificate showing that Worker's Compensation and unemployment compensation are in fact in good standing and in effect. Independent Contract shall

maintain Worker's Compensation and unemployment compensation during the term of this service contract.

8. Independent Contractor shall purchase all materials and supplies necessary for the performance of this contract in accordance with the specifications provided by the Local Public Agency. Independent Contractor shall provide paid receipts to the Local Public Agency showing that all the materials have been paid for and the Independent Contractor shall provide waivers of lien in the form appropriate and designated by Local Public Agency at the conclusion of this agreement. The Local Public Agency is authorized to withhold from Independent Contractor any and all funds necessary to satisfy any and all claims brought against the Local Public Agency by any materialmen or person performing services related to this contract.

This contract may be terminated by the Local Public Agency at any time as they deem fit in their discretion.

This is an agreement for services to be provided by an Independent Contractor, the Local Public Agency is not concerned with controlling the time, methods, manner and mode of the duties to be performed by Independent Contractor, but only the result of the Independent Contractor's work. The parties hereto expressly agree that this is a Person Service Contract as set forth under Ohio Revised Code Section 145.03 and Ohio Administrative Code 145-5-15 and said Independent Contractor expressly waives for himself and his agents or employees any rights, claims, or demands that he or his agents or employees may have for any benefit under the Public Employees' Retirement System of the State of Ohio.

The executed document shall contain:

- a. This Agreement
- b. Addenda
- c. Non-Collusion Affidavit
- d. Affidavit of Contractor or supplier of Non-Delinquency of Personal Property taxes.
- e. The Auditor of State Unresolved Findings for Recovery Certification

SENECA REGIONAL PLANNING COMMISSION    CONTRACTOR NAME

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
BY: Independent Contractor

Attest: \_\_\_\_\_  
Administrative Assistant

APPROVED AS TO FORM:  
\_\_\_\_\_  
Assistant Seneca County Prosecutor

Date: \_\_\_\_\_

Certifications:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the Contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_  
\_\_\_\_\_  
SEAL





PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to ensure the performance of the Contract and payment of labor and materials. In addition to the corporation signatures of the surety company(ies) on the bond(s), each bond should be countersigned by the surety company's attorney-in-fact, authorized to act within the state in which the Project is situated.

**NOTICE OF AWARD**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT Description: Seneca County Moving Ohio Forward Demolition Program

The LOCAL PUBLIC AGENCY has considered the BID submitted by you on \_\_\_\_\_, 2014 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for items in the amount of \$\_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said LOCAL PUBLIC AGENCY will be entitled to consider all of your rights arising out of the LOCAL PUBLIC AGENCY'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The LOCAL PUBLIC AGENCY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the LOCAL PUBLIC AGENCY.

Dated this \_\_\_ day of \_\_\_\_\_, 2014.

Seneca Regional Planning Commission  
Local Public Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_, 2014.

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

cc: CONTRACTOR'S Surety Agent

## NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date:

PROJECT Description: Seneca County Moving Ohio Forward Demolition Program

You are hereby notified to commence WORK in accordance with the Agreement dated \_\_\_\_\_, 2014, on or before \_\_\_\_\_, 2014, and the completion of all WORK is therefore May 20, 2014.

Seneca Regional Planning Commission  
Local Public Agency

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2014

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**NOTICE OF COMMENCEMENT OF A  
PUBLIC IMPROVEMENT PURSUANT TO  
REVISED CODE §1311.252**

State of Ohio,                                 )  
  ) ss:  
County of Seneca

\_\_\_\_\_ (Affiant"), being first duly sworn, says that:

1. Affiant is the \_\_\_\_\_ of the Seneca Regional Planning Commission (the Local Public Agency).
2. The Local Public Agency will be commencing a public improvement identified as follows:  
Moving Ohio Forward Demolition Program
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>Name</u>	<u>Address</u>	<u>Trade</u>	<u>Date of First Executed Contract for the Public Improvement</u>
-------------	----------------	--------------	---

4. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>Principal Contractor</u>	<u>Name of Surety</u>	<u>Address of Surety</u>
-----------------------------	-----------------------	--------------------------

5. For the purpose of serving an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority:

\_\_\_\_\_  
\_\_\_\_\_

FURTHER AFFIANT SAYETH NAUGHT.

X \_\_\_\_\_  
Signature

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

X \_\_\_\_\_  
Notary Public

[SEAL]

CHANGE ORDER No. \_\_\_\_\_  
Date: \_\_\_\_\_ Contract No. \_\_\_\_\_

I. The following changes are hereby made to the contract documents (attach documentation):

II. The following change is made to the contract price:

\$	_____	original contract price
	_____	previous change/extras
	_____	this change/extra
\$		subtotal
	_____	deductions
\$		net total

III. The following change is made to the contract time:

The contract time will be (increased) (decreased) by \_\_\_\_\_ calendar days, making the date for completion of all work \_\_\_\_\_.

IV. \_\_\_ There will be no claims for damages resulting from this change.

\_\_\_ Claims for damages resulting from this change are anticipated for such categories as and should not exceed \$\_\_\_\_\_.

Change requested by \_\_\_\_\_ Date

Change recommended by \_\_\_\_\_ Date

Change accepted by \_\_\_\_\_ Date

## CERTIFICATE OF LOCAL PUBLIC ENTITY'S ATTORNEY

I, the undersigned, \_\_\_\_\_, the duly authorized and acting legal representative of the Seneca Regional Planning Commission (Lead Entity) for Seneca County, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

\_\_\_\_\_

Date: \_\_\_\_\_

# CERTIFICATE OF LOCAL PUBLIC AGENCY'S FINANCIAL OFFICER

ATTEST:

I, Julie Adkins, Auditor, Seneca County, hereby certify that the money to meet this contract has been lawfully appropriated for the purpose of the contact and is in the treasury of the Seneca Regional Planning Commission, Ohio, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

---

Auditor

SEAL:

**FEDERAL AND STATE REQUIREMENTS**  
**SECTION G**



## CONFLICT OF INTEREST

### Interest of Local Public Officials

No member of the governing body of the locality and no other officer, employee, agent or public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this contract; and the Contractor shall take appropriate steps to assure compliance.

### Interest of Contractor and Employees

The contractor covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

### Records and Audits

The Contractor shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds. These records will be made available for audit purposes to the City/County or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the City/County.

### Federal or State Officials Not to Benefit

No members of or delegate to the Congress of the United States of America, and no resident U.S. Commissioner, nor any officer or employee of the State of Ohio subject to Ohio Ethics Law (ORC Sec. 102.03(A)) will be admitted to any share or part hereof or to any benefit to arise here from.

## **SPECIAL CONDITIONS PERTAINING TO HAZARDS SAFETY STANDARDS AND ACCIDENT PREVENTION**

### A. Lead-Based Paint Hazards

(Applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-base paint hazards under sub-part B of said regulations. The Local Public Agency will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

### B. Use of Explosives

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, state and Federal laws in purchasing and handling explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines,

or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timber, steel or rope mats.

The Contractor shall notify all Local Public Agencies of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Architect, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

C. Danger Signals and Safety Devices

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Local Public Agency may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Local Public Agency does not relieve the Contractor of any liability incurred under these specifications or contract.

## **SPECIAL EQUAL OPPORTUNITY PROVISIONS**

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (Contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided by the Local Public Agency advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Housing and Community Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any

subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246). (Applicable to contracts/subcontracts exceeding \$10,000)

- (1) The offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation

Goals for Female Participation

\_\_\_\_\_

6.9% (State of Ohio at Large)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

- (3) As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any):

Seneca County, Ohio

\_\_\_\_\_  
\_\_\_\_\_

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (i) Black: all persons having origins in any of the Black African racial groups not of Hispanic origin;
    - (ii) Hispanic: all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race;
    - (iii) Asian and Pacific Islander: all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native: all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan

in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs of the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations: by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the opening, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation of least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and



suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
  - q. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the contract is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting offices.
- (8) Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7q). The efforts of a contractor association, joining contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7q of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation shall not be a defense for the Contractor's non-compliance.
- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any Subcontract with any person or firm debarred from Government Contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing

regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its effort to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
- (14) The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by OHCP and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (Over \$10,000)

By the submission of this bid, the bidder, offerer, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offerer, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause of this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas, \*\*transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt for the provision of the Equal Opportunity Clause; that he/she will retain such certifications in

his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

D. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 of the Housing and Community Development Act of 1964

(a) No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. [Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.]
- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of those regulations.

- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

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\*\*Parking lots, drinking fountains, recreation or entertainment areas.

## **CONTRACTOR Section 3 Plan Format**

\_\_\_\_\_ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Seneca Regional Planning Commission.

- A. To ascertain from the locality's Moving Ohio Forward Demolition Program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local official preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- \*D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*E. To ensure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in Section 3 covered project area.
- \*F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to proposed subcontracts.**
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.**

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\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

As officer and representative of \_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**TABLE A**

**PROPOSED SUB CONTRACTS BREAKDOWN**

FOR THE PERIOD COVERING \_\_\_\_\_ 20\_\_ THROUGH \_\_\_\_\_ 20\_\_  
(Duration of the Moving Ohio Forward Demolition Project)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
TYPE OF CONTRACT (BUSINESS OF PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*

\*The Project Area is coextensive with the Seneca County boundaries.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Project Number

\_\_\_\_\_  
EEO Officer (Signature)



## TABLE B

### ESTIMATED PROJECT WORKFORCE BREAKDOWN

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NUMBER POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NUMBER POSITIONS NOT CURRENTLY OCCUPIED	NUMBER POSITIONS TO BE FILLED WITH L.I.P.A.R.*
OFFICERS/ SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/ RETAIL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

<b>JOURNEYMEN</b>				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				

TRADE:

<b>JOURNEYMEN</b>				
HELPERS				
APPRENTICES				
MAXIMUM NUMBER TRAINEES				
OTHERS				
TOTAL				

\*Lower income project area residents (L.I.P.A.R.) are individuals residing within the Seneca County whose family income does not exceed 80% of the median income in the SMSA.

COMPANY

**CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_  
Seneca County Moving Ohio Forward Demolition Program

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

**CONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF BIDDER (Include ZIP Code) \_\_\_\_\_

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

  Q   Yes   Q   No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

  Q   Yes   Q   No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

  Q   Yes   Q   No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

  Q   Yes   Q   No

NAME AND TITLE OF SIGNER (Please type) \_\_\_\_\_

SIGNATURE: X \_\_\_\_\_

DATE: \_\_\_\_\_ (Modeled after form HUD-12)

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NUMBER

Seneca County Moving Ohio  
Forward Demolition Program

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless report is submitted.

**SUBCONTRACTOR'S CERTIFICATION**

NAME AND ADDRESS OF SUBCONTRACTOR (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

Q    Yes    Q    No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

Q    Yes    Q    No

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

Q    Yes    Q    No

4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Q    Yes    Q    No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

Modeled after form HUD-12

**CERTIFICATION OF BIDDER REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

\_\_\_\_\_  
Name of Prime Contractor                      Seneca County Moving Ohio Forward  
Demolition Program  
Project Name

\_\_\_\_\_  
Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained.

\_\_\_\_\_  
Name and Title of Signer (Print or Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING  
SECTION 3 AND SEGREGATED FACILITIES**

\_\_\_\_\_ Seneca County Moving Ohio Forward  
Name of Subcontractor Demolition Program  
Project Name

\_\_\_\_\_ Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract;
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000); and
- (c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

\_\_\_\_\_  
Name and Title of Signer (Print or Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## CERTIFICATION OF COMPLIANCE WITH AIR AND WATER ACTS

(Applicable to Federally assisted construction contracts and related subcontracts exceeding \$100,000)

### Compliance with Air and Water Acts

During the performance of this contract, the contractor and all subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Local Public Agency, the following:

- (1) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- (3) A stipulation that as a condition of the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

\_\_\_\_\_  
Name and Title of Signer (Print or Typed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ENGINEER'S CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: Seneca County Moving Ohio Forward Demolition Program

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Engineer for the project: \_\_\_\_\_

Registration Number: \_\_\_\_\_

(Legal Name and address) \_\_\_\_\_

\_\_\_\_\_

Signature: X \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: X \_\_\_\_\_

Date: \_\_\_\_\_

**DESIGNER CERTIFICATION  
COMPLIANCE WITH MINIMUM STANDARDS FOR  
ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED**

Grantee Number: \_\_\_\_\_

Project Name: Seneca County Moving Ohio Forward Demolition Program

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above-mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Buildings and Facilities Accessible To and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as modified by 41 CFR 101-10.603).

Architect for the project: \_\_\_\_\_

Registration Number: \_\_\_\_\_

(Legal Name and address) \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

Date: \_\_\_\_\_

Name of Chief Local  
Executive Official: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_