

# **Appendix A**

## **Specifications for Demolition**

### **Cleanup**

**SPECIFICATIONS FOR DEMOLITION CLEANUP  
1823 STATE ROUTE 257, OSTRANDER, OH 43061**

**Property**

The vacant residential site of 1823 State Route 257, Delaware, Ohio is currently owned by the Board of Trustees of Scioto Township, Delaware County, Ohio. The property is composed of an approximately 2,080 square foot split-level structure, a 546 square foot garage, a water well, and a septic tank with leach field. It is located on the western bank of the Scioto River north of the intersection of State Route 36 and State Route 257. The site has been vacant since August 2023. Per the Delaware County Auditor's Office, the home was constructed circa 1972.

The project entails the removal of debris from 1823 State Route 257 following the complete demolition through the use of a training burn by the Scioto Township Fire Department. Interior finishes include plaster walls and drywall ceilings, with wood and vinyl floors. Exterior finishes include wood siding with an asphalt shingle roofing system and metal roofing on the additions and carport.

The residential structure contains asbestos containing materials (ACM), but remediation will be complete prior to the work. Remediation has been completed on March 8th, 2024. The Scioto Township Fire Department will raze the structure through the use of a controlled burn prior to the beginning of work.

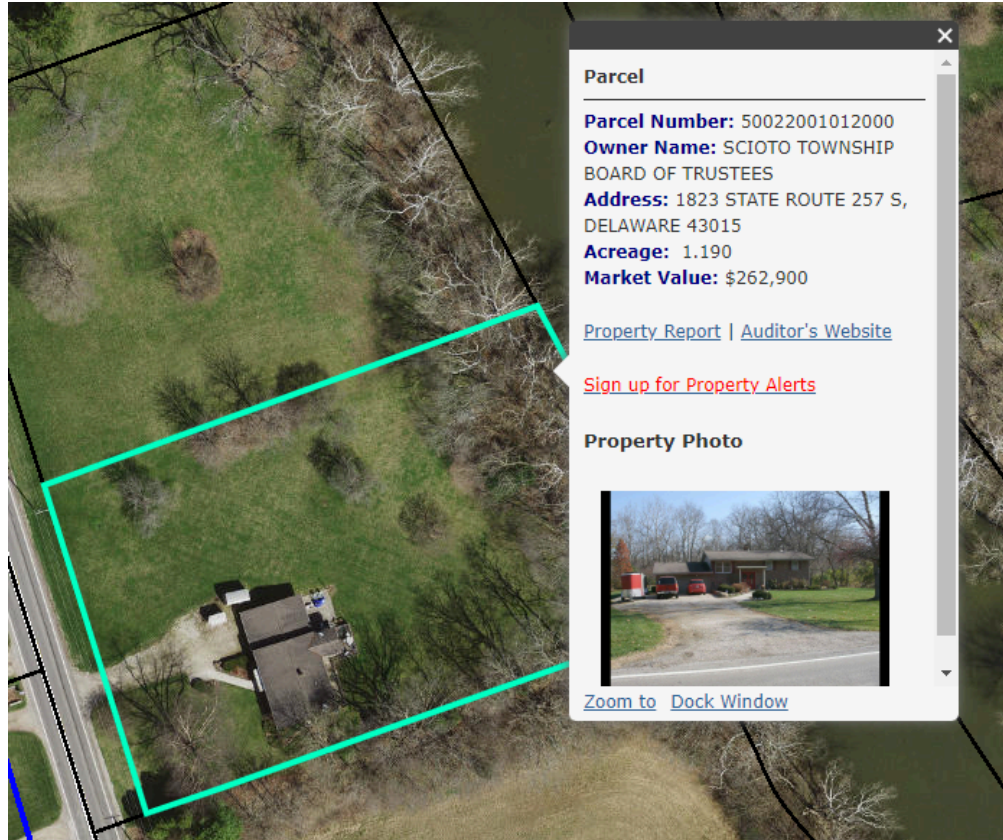
The scope of work also includes:

- removal of related driveway and sidewalks
- removal of all other residential improvements on site
- abandonment of septic tank according to Delaware County Health Department regulations
- abandonment of water well according to Ohio Department of Natural Resources regulations

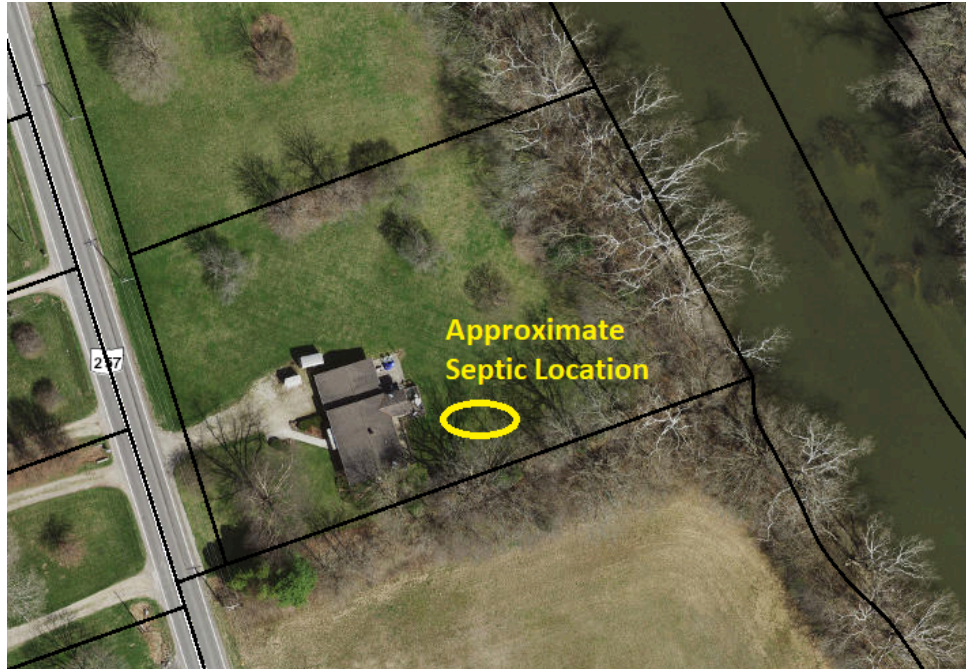
**Site Maps**

The site is composed of Delaware County Auditor parcel numbers:  
500-220-01-012-000

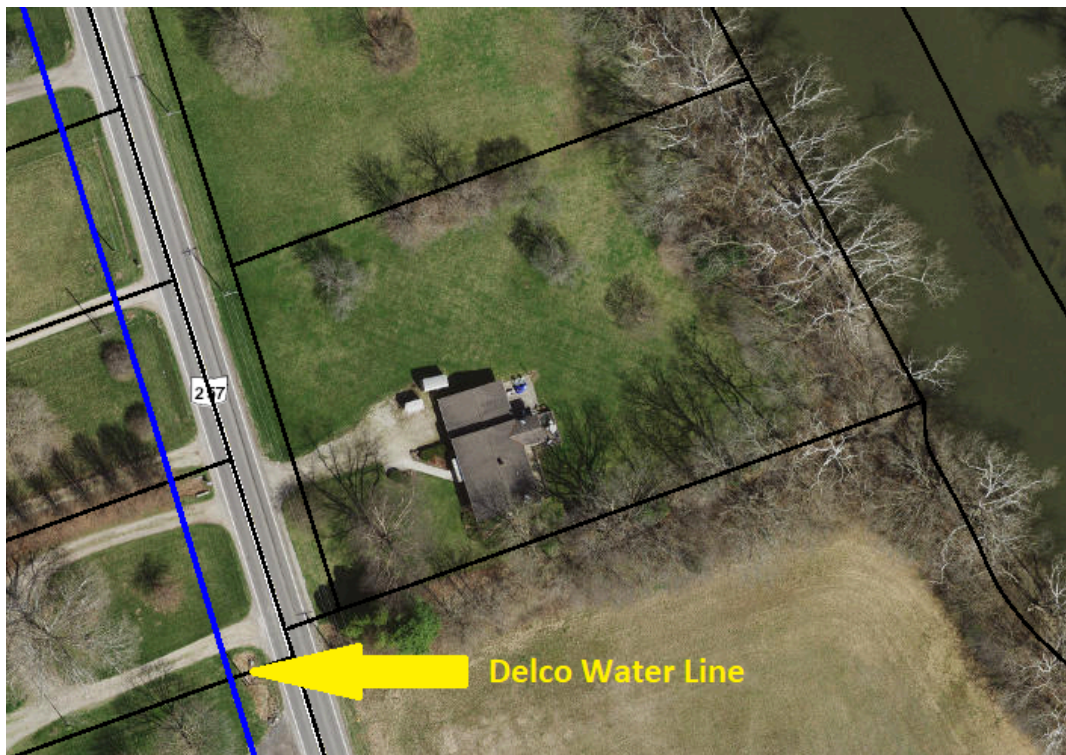
Map 1: Site Map and Parcel Maps



Map 2: Approximate Septic Tank & Leach Field Location



Map 3 : Del Co Water Company Line Locations (Blue Lines)



**Site Photographs (February 2024)**



### **General Intentions**

This project is funded by the FEMA Hazard Mitigation Grant Program through a grant secured by the Scioto Township Board of Trustees (hereinafter Scioto Township) and the Delaware County Office of Homeland Security and Emergency Management (hereinafter DCOHSEM). The Grant Administrator is the Ohio Emergency Management Agency (hereinafter Ohio EMA). The site demolition end point for Scioto Township is that:

- the primary residential structure is demolished in its entirety;
- the clearance of property improvements is completed per local and state regulations regarding the driveways, sidewalks, septic tank, and water well;
- the site graded, seeded, and straw placed over the affected area, and that all demolition debris is removed and disposed of in accordance with applicable laws;
- all necessary state and local permits are obtained by the Contractor;
- and the work is completed in a professional manner and within the timeframes established.

The Contractor is advised to refer to the Asbestos Survey Report dated July 18, 2023 prepared by North American Environmental Services regarding Asbestos-Containing Material (ACM) on the project site, included and made part of these specifications. Survey results indicate all building materials must be remediated prior to the use of the site as a training burn by the Scioto Township Fire Department. Asbestos abatement work was completed by Erie Environmental, LLC on March 8, 2024.

#### **1) General Requirements for Demolition:**

- A. Before a building can be demolished or removed, the Owner (Scioto Township) or his agent shall notify and disconnect all utilities having service connections within the buildings, except water. Water will be shut off at the stop.
- B. The water service is to be excavated by the Contractor on the property and cut 1-foot past the stop and crimp the water service to the building. All other utility connections such as the electrical service, phone, cable, and gas are confirmed by Scioto Township to be terminated at Utilities' pole or primary service per the Utility company's recommendation.
- C. Structures and Equipment: All holes below the surrounding grade, created by the removal of structures or equipment, shall be filled, and contoured with clean imported gravel, clean crushed concrete, or concrete and brick from site. "Grade" is defined as the surface immediately adjacent to the structure or equipment that can reasonably be driven upon from the current adjacent surface. Contractor shall knock holes in basement slab to allow for drainage, with a minimum of at least one (1) hole at least one-foot in diameter.
- D. No material shall be placed in such a manner as to overload any part of such building in the course of demolition; all brick, stone, timber and structural parts of each story shall be lowered to the ground immediately upon displacement; all dry mortar, lime, brick dust, plaster, or other flying material shall before and during removal be dampened sufficiently to prevent it from floating or being blown into the street or on adjoining

- property. The area of demolition around the site must be secured by a chain link construction safety fence.
- E. Excavations from demolished buildings or structures shall not be filled with any materials subject to deterioration. Upon notification by the permit holder, the Grant Administrator (City of Delaware Chief Building Official) and the Delaware County Department of Building Safety shall inspect each excavation, or any part thereof, before filling any excavations and it shall be unlawful to fill any such excavation without inspection and approval of the Grant Administrator (City of Delaware Chief Building Official) and Delaware County. Voids in excavations shall not be permitted.
  - F. No part of the abutting streets, including any public walks, shall be occupied by the Contractor and his equipment. Any public walks and boulevards shall be preserved and properly protected.
  - G. Access to the site shall be from State Route 257 only. Contractor must make appropriate requests to the Delaware County Engineer and Ohio Department of Transportation if attempting to stage equipment near the right of way. Granting this permission does not change the Contractor's responsibility in regard to damage to private or public property. The Contractor's operations shall be confined to the parcel of land included in the demolition.
  - H. If necessary, arrangements shall be made with the Delaware County Engineer and Scioto Township to prohibit parking of vehicles in the near vicinity of the actual demolition.
  - I. The Contractor shall be responsible for all damage to private or public property as a result of his fault or negligence in connection with the execution of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance.
  - J. The Contractor will be required to take all reasonable steps to prevent the blowing of dust and dirt and the accumulation of rubbish or debris.
  - K. Demolition and site clearance will consist of the demolition and removal of all structures, accessory buildings, trees and shrubs impeding demolition/clearance efforts, unwanted brush and dead or dying trees discussed at on-site Mandatory Pre-Bid Meeting, and, signs (excluding official road signs), walks, concrete slabs, retaining walls, and including foundation walls, footers, columns, floors, piers, partitions, walls, stoops, and any other subsurface structures to the level of the demolition grade; filling all excavations to within 2-feet of grade with clean 98% compacted fill and complete grading with 2-feet of top soil to the existing ground elevation.
  - L. The basement of the residential structure is to be filled with clean fill. No brick or crushed concrete from onsite demolitions may be used to fill the basement of the structure. All borrow or fill material must come from pre-existing stockpiles or commercially procured material from a pre-existing source. Fill is to be placed to within 2-feet off the site grade.
  - M. No onsite granular material will be excavated or stripped to use for capping the foundation and/or for final landscaping. In addition, placement of equipment and stockpiling of structural debris will be confined to the front and back of the structure; heavy equipment will, where possible, be kept on the driveway or other hard surfaces.
  - N. No trees 5 inches in diameter or greater at breast height may be cut on the property without prior authorization from Scioto Township.

- O. Septic Tank Abandonment: General location of septic tank and leach field is 20 feet to the rear of the residential structure in line with the interior hallway bathroom and is below an observable indentation in the ground as marked in the above GIS photograph. Contractor shall collapse and fill septic tank. Owner shall apply for the septic tank abandonment permit. Septic tank shall be abandoned and contents of sewage system shall be disposed in accordance with specifications for a Household Treatment System at <https://www.delawarehealth.org/sewage/>
- P. Water Well Abandonment: The DelCo Water Company services property. General location of water well is underneath the carport of the residential structure. Water well shall be abandoned by cutting off the casing 4-feet below grade if it is not pulled. Fill well with bentonite or neat cement or a combination of bentonite and neat cement to seal. Contractor shall coordinate with the Grant Administrator (City of Delaware Chief Building Official) to confirm seal. Scioto Township will submit required documentation to the Ohio Department of Natural Resources (ODNR) after the well is abandoned and sealed.
- Q. Over the entire site, fill the remaining 2-feet of fill with dirt, seed, and straw. Grade site to drain toward the street.
- R. All debris resulting from the demolition of existing structures must be deposited in an approved landfill; no debris can be deposited in a floodplain or wetland.
- S. Erosion prevention and sediment control best practices must be employed throughout the construction period to avoid impacting nearby waterways or wetlands.
- T. When the work of demolition is substantially complete, the Contractor shall notify the Grant Administrator (City of Delaware Chief Building Official) and Delaware County Department of Building Safety that the work will be ready for final inspection.
- U. The Contractor shall comply with applicable laws and ordinances governing the disposal of materials from the site and at approved landfill sites, debris, rubbish and trash off or on the project area and shall commit no trespass on any private property in the disposal of the materials.
- V. The Contractor shall note the bid specifications include standard compaction. These bid specifications do not include geotechnical compaction.

## **2) Additional Instructions:**

### **A. Salvage Rights**

Once the Delaware County Department of Building Safety has approved the Demolition Permit and authorized the successful bidder to proceed, the salvage rights of the structure and its contents become that of the successful bidder. Only non-porous materials, such as wiring, plumbing fixtures, metal piping, and miscellaneous metals may be salvaged. The contractor shall offset their bid price by any salvage they may realize.

### **B. Regulatory Permits**

Upon receipt of notification to proceed with a specific project by the Owner (Scioto Township), the Contractor must file all notices to the applicable regulatory agencies and obtain all required permits to perform the project and provide copies to the Grant Administrator.



Contractor is to obtain OEPA permits for demolition of structures. Contractor must submit to Owner (Scioto Township) and to the Grant Administrator (City of Delaware Chief Building Official), a notarized affidavit that notifications have been sent to the applicable regulatory agencies.

Contractor advised that site is located in the floodplain associated with the Scioto River.

Contractor shall secure a residential demolition permit from the Delaware County Department of Building Safety at <https://buildingsafety.co.delaware.oh.us/wp-content/uploads/sites/45/2018/06/Demolition-Aplication.pdf> if one is not already provided for by Owner.

Scioto Township will secure the septic tank abandonment permit through the Delaware County Health District.

Scioto Township will submit required documentation to the Ohio Department of Natural Resources (ODNR) after the Grant Administrator (City of Delaware Chief Building Official) confirms the water well is abandoned and sealed.

### **C. Site Photographs**

The Contractor shall submit photographic documentation of demolition and clearance of improvements that includes before, during (at reasonable intervals), and after pictures of the demolition and clearance of improvements as requested by the Ohio Department of Development. After photographs shall include depiction of grass seeding prior to straw. Photographs are to be digital, in color, labeled, dated, and submitted on a USB drive(s) to the Scioto Township Board of Trustees.

### **3) Total Estimated Cost: \$17,900.00**

Any payments are subject to satisfactory intermediate and final inspections by the Grant Administrator (City of Delaware Chief Building Official) and Scioto Township and compliance with all federal, state, and local regulations. Following the completion of the demolition, the Contractor may submit an invoice when all the work is satisfactorily completed and inspected

and all photographs, written warranties, guarantees, releases of liens, and claims of liens from subcontractors, suppliers, and laborers have been executed and delivered to Scioto Township. In addition, a Certificate of Completion must be signed by Scioto Township prior to Final Payment.

**\*\*\* END OF SPECIFICATIONS \*\*\***

*(Final 4 3 24)*

# **Appendix B**

## **Bid Form**

Request for Bids for Demolition Cleanup  
2024  
Appendix

# BID FORM

**BOARD OF TOWNSHIP TRUSTEES OF  
SCIOTO TOWNSHIP  
DELAWARE COUNTY, OHIO**

**DEMOLITION OF THE STRUCTURE  
LOCATED AT 1823 STATE ROUTE 257, DELAWARE, OHIO**

**2024**

Submit bids in compliance with the Request for Bids Package (“RFB”). Fill in blanks. The Board of Township Trustees of Scioto Township, Delaware County, Ohio (hereinafter “Board”) reserves the right to reject incomplete bid forms.

**A. Information on Bidder:**

1. Name of Bidder/Company:

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2. Bidder/Company Address:

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3. Name of Contact for Bidder/Company:

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4. Bidder/Company Telephone Number (Including Area Code):

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5. Bidder/Company Facsimile Number (Including Area Code):

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6. Bidder/Company Email:

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Request for Bids for Demolition Cleanup  
2024  
Appendix



**B. Financial Statement:**

The latest financial statement of the bidder (check one):

\_\_\_\_\_ is submitted with this proposal

\_\_\_\_\_ shall be presented upon request to the Board (either individually or as a group) for review in face-to-face meeting(s), with the proviso that it shall be returned to the bidder upon completion of the review meeting(s) and not left with the Township. The bidder understands and agrees that the Board does not represent or warrant that any such document will not be a public record subject to disclosure and states that the Bidder has consulted with its legal counsel to assure itself as to any concerns in such regard.

**C. Statement of Qualifications:**

Submit on the attached form a statement of qualifications, including, but not less than the following:

- i. The character of previous work performed, along with references, and other detailed information which will enable the Board to determine responsibility, including experience, and skill; and,
- ii. Any other information that may be helpful to the Board.

**D. Certification**

By submitting this Bid Form, the Bidder certifies that he/she has read, understands, and, if his/her bid is accepted, agrees to be bound by **ALL** the Contract Documents including, but not limited to, the legal notice, the RFB and appendixes, and the Contract.

**As provided in the Bid Package, this bidder warrants that this bid is valid for a period of at least sixty (60) days from the bid opening date. No Bidder shall withdraw its bid until at least sixty (60) days after the bid opening date.**

**Signed:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Position

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







# Appendix C

## Forms

- AFFIDAVIT OF AUTHORITY TO SIGN ON BEHALF OF PRINCIPAL
- NON-DISCRIMINATION FORM
- PERSONAL PROPERTY TAX AFFIDAVIT – NO TAX OWED
- PERSONAL PROPERTY TAX AFFIDAVIT – TAX OWED
- NON-COLLUSION AFFIDAVIT
- OPERS INDEPENDENT CONTRACTOR ACKNOWLEDGMENT FORM
- BID BOND/GUARANTY
- CONTRACT
- TOWNSHIP FISCAL OFFICER’S CERTIFICATION
- PERFORMANCE/CONTRACT BOND

**AFFIDAVIT OF AUTHORITY TO SIGN**  
**ON BEHALF OF PRINCIPAL**

Request for Bids for Demolition Cleanup  
2024  
Appendix

(To be filled in and executed if the Contractor is a Corporation)

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

County of \_\_\_\_\_) ss.:

\_\_\_\_\_, being duly sworn, deposes and says that he/she is Secretary of \_\_\_\_\_ a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, and having its principal offices at: \_\_\_\_\_ (street), \_\_\_\_\_ (city), \_\_\_\_\_ (county), \_\_\_\_\_ (state).

Affiant further says that \_\_\_\_\_ (name of officer), \_\_\_\_\_ (title) of the corporation is duly authorized to sign the contract for \_\_\_\_\_

\_\_\_\_\_ for said corporation by virtue of \_\_\_\_\_ (state whether a provision of by-laws, or a resolution of Board of Directors)

If by resolution, give date of adoption: \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_

**NON-DISCRIMINATION FORM**

In the performance of all contracts with the Board of Township Trustees of Scioto Township, Delaware County, Ohio, the Contractor will be bound by the following non-discrimination in employment clauses:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, religion, gender, age, sexual orientation, or national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, gender, age, sexual orientation, national origin or disability. Such actions shall include, but not be limited, to the following:

employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection or training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer 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 for employment without regard to race, color, creed, religion, gender, age, sexual orientation, national origin, or disability.

3. The Contractor further agrees that he/she will incorporate or cause to be incorporated into any subcontract, the regulations on Equal Employment Opportunity during the performance of this contract.

\_\_\_\_\_, 20\_\_  
Date

\_\_\_\_\_  
Contractor

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

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

**PERSONAL PROPERTY TAX AFFIDAVIT**

**(No Delinquent Tax Owed)**

STATE OF \_\_\_\_\_ )  
  )  
COUNTY OF \_\_\_\_\_ ) SS:



The undersigned hereby affirms and certifies that they are charged with delinquent personal property taxes on the general tax list of personal property of Delaware County, Ohio.

The amount owed is \_\_\_\_\_ . Unpaid interest and penalties are in the amount of \_\_\_\_\_ .

\_\_\_\_\_  
Contractor

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires \_\_\_\_\_

**In accordance with Section 5719.042 ORC, a copy of this statement shall be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies, unless such statement has been so incorporated as a part thereof.**

**NON-COLLUSION AFFIDAVIT**

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

\_\_\_\_\_ )

County of \_\_\_\_\_ ) SS:

**Bid Identification: Request for Bids Package (“RFB”) by the Board of Township Trustees of Scioto Township, Delaware County, Ohio for Demolition Cleanup of the Structure Located at 1823 State Route 257, Delaware, Ohio**

Contractor: \_\_\_\_\_

The undersigned, being first duly sworn, deposes and says that he is \_\_\_\_\_ of the above named Contractor making the foregoing Bid; that such Bid is not made in the interest of or on behalf of an 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 false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from Bidding; That said Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price, or that of any other Bidder, or to secure any advantage against the Owner 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 its Bid price or any break-down thereof, or the contents thereof, or divulged any 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 its general business.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Sworn to and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

My commission expires: \_\_\_\_\_





# NON-MEMBER ACKNOWLEDGMENT

Ohio Public Employees Retirement System  
277 East Town Street, Columbus, Ohio 43215-4642

Employer Services: 1-888-400-0965  
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee (e.g., you are an independent contractor) and will not have contributions made to OPERS.

Employer: Please complete Step 2. The form must be completed and returned to the retirement system no later than 30 days after the individual begins providing personal services to the public employer. You may fax the completed form to 614-867-1162 or email to [employero Outreach@opers.org](mailto:employero Outreach@opers.org).

If the individual providing this service is receiving a benefit from OPERS, you must submit the Notice of Re-employment or Contract Services of an OPERS Benefit Recipient, form 3R-8, in addition to the Non-Member Acknowledgement, form PEDACKN, for the service listed below. Failure to submit the 3R-8 form timely may result in an overpayment of pension billed to the employer.

## STEP 1: Personal Information

First Name  MI  Last Name

Date of Birth: Month  Day  Year

## STEP 2: Public Employer Information (To be completed by the Public Employer)

Name of Public Employer for which individual is providing personal services

Employer Contact  
First Name  MI  Last Name

Employer Code  Employer Contact Phone Number

Service Provided to Public Employer

Start Date of Service: Month  Day  Year

End Date of Service: Month  Day  Year

**STEP 3: Acknowledgment**

The public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for this service. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification. A copy of this form must be sent to OPERS.

Signature \_\_\_\_\_ Today's Date \_\_\_\_/\_\_\_\_/\_\_\_\_  
Do not print or type name

**BID BOND/GUARANTY**

(Sections 307.88 and 153.571 Ohio Revised Code)

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

\_\_\_\_\_  
(Name and Address)

as Principal and \_\_\_\_\_  
(Name of Surety)

as Sureties, are hereby held and firmly bound unto the Board of Township Trustees of Scioto Township, Delaware County, Ohio, as Obligees in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligees on \_\_\_\_\_, 20\_\_\_\_ to undertake the project known as Demolition Cleanup of the Structure Located at 1823 State Route 257, Delaware, Ohio.

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligees, incorporating any additive or deductive alternate bids made by the Principal on the date referred to above to the Obligees, which are accepted by the Obligees. In no case shall the penal sum exceed the amount of \_\_\_\_\_dollars (\$\_\_\_\_\_). (If the foregoing blank is not filled in, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternatives, in dollars and cents.) 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.

Signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ 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 Obligees accept 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 Obligees the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligees may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligees do not award the Contract to the next lowest bidder and resubmits the project for bidding, the Principal pays to the Obligees the difference not to exceed ten percent of the penalty hereof 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

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

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

NOTE: IF CONTRACTOR is partnership, all partners should execute BOND.

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety

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

By: \_\_\_\_\_  
Attorney-in-Fact

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

SURETY COMPANY ADDRESS:

SURETY AGENT'S ADDRESS:

\_\_\_\_\_  
Street

\_\_\_\_\_  
Agency Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Street

\_\_\_\_\_  
City State Zip

**CONTRACT FOR DEMOLITION OF THE STRUCTURE LOCATED AT 1823 STATE ROUTE 257, DELAWARE, OHIO**

This Contract (hereinafter "Contract") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Board of Township Trustees of Scioto Township, Delaware County, Ohio, (hereinafter "Board"), whose principal place of business is located at the Scioto Township Community Building, 3737 Ostrander Road, Ostrander, Ohio 43061 and \_\_\_\_\_, [\_\_\_\_ corporation, \_\_\_\_ partnership or \_\_\_\_ individual] (hereinafter referred to as the "Contractor"), whose principal place of business is located at \_\_\_\_\_

\_\_\_\_\_ (hereinafter singly "Party" and collectively "Parties.")

**WHEREFORE:** the Board approved Resolution No. \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (hereinafter "Resolution"); and,

**WHEREFORE:** the Resolution approved the execution of this Contract by the Board.

**NOW THEREFORE,** for good and valuable consideration and the mutual covenants and promises contained herein, the Parties agree as set forth below:

**PURPOSE OF CONTRACT:**

The purpose of this Contract is to state the covenants and conditions under which the Contractor shall provide all labor, materials, and equipment necessary to complete demolition of the structure located at 1823 State Route 257 S, Delaware, Ohio in accordance with all the terms, conditions, and provisions of the following (hereinafter collectively "Contract Documents"):

1. Legal Notice,
2. Request for Bids Package by the Board of Township Trustees of Scioto Township, Delaware County, Ohio for Demolition Cleanup of the Structure at 1823 State Route 257, Delaware, Ohio (hereinafter, "RFB"), including all appendices and addendums and amendments,
3. All documents and forms completed by the Contractor in accordance with the Bid Package and/or in submitting a proposal/bid,
4. Contractor's proposal,
5. Contractor's proposal/bid.

**TERM:**

The term of this Contract shall commence on the date that this Agreement is signed by both Parties and terminate upon Final Completion of all work required by Contractor and

Final Payment by Board. Unless subsequently amended in writing and signed by both Parties, this Agreement shall not extend beyond August 31, 2024.

**SCOPE OF SERVICES:**

The Contractor shall provide complete demolition of the structures at the site in accordance with the following:

- A. Complete demolition of the structure located at 1823 State Route 257, Delaware, Ohio (“Property”) utilizing standard demolition equipment and practices and in accordance with the specifications provided in the Request for Bids, including any appendices and addendums.
- B. The scope of work also includes:
  - a. the primary residential structure and shed structure are demolished in their entirety;
  - b. the clearance of property improvements is completed per local and state regulations regarding the driveways, sidewalks, septic tank, and water well;
  - c. the site graded, seeded, and straw placed over the affected area, and that all demolition debris is removed and disposed of in accordance with applicable laws;
  - d. all necessary state and local permits not obtained by the township are obtained by the Contractor;
  - e. the work is completed in a professional manner and within the timeframes established;
  - f. Septic tank abandonment in accordance with Delaware County Health Department Regulations; and
  - g. Water well abandonment in accordance with Delaware County Health Department Regulations.
- C. All equipment, fuel, oil, other fluids, and parts for the equipment, labor, supplies materials, and all other items necessary to demolish the Structure shall be provided by the successful contractor.
- D. An asbestos study, inspection and remediation of the Property has been completed. A copy of the final report produced from the asbestos study and inspection will be provided to bidders upon request. A copy of the final report will be provided to the selected Contractor.
- E. Dust from the demolition activities and otherwise from the project shall be managed and kept to a minimum through the use of standard dust mitigation practices and procedures.
- F. All demolition debris shall be fully hauled away and removed from the Property or buried on site as allowed by law and properly salvaged, recycled, or disposed of. Salvage, recycling, and/or disposal shall occur at properly approved or licensed sites for salvage, recycling, and/or disposal of such demolition debris.
- G. The successful contractor shall have all salvage rights to all demolition debris and spoils, including all concrete, bricks, metals, wood, glass, and/or all other materials.

- H. The void left by the demolition and after all demolition debris and spoils are hauled away and removed from the Property shall be filled with clean fill dirt brought onto and/or hauled onto the Property. The void should be filled up to the level of the surrounding grade and graded for seed.
- I. The site shall be graded and made ready for seeding.
- J. All work on the project shall occur during standard business hours of 8:00 AM and 5:00 PM.
- K. All work on the project shall be completed within thirty (30) days following execution of the contract. If the project is not completed within thirty (30) days of the execution of the contract, and Contractor has not provided and Board accepted written excuse for such delay, \$1,000.00 per day for each day beyond thirty (30) days will be deducted from the total amount owed by the Board to the successful contractor. The Board reserves all additional remedies at law to cure any default or breach not corrected or cured by Contractor.

**COMPENSATION:**

For and in consideration of the Contractor providing Demolition Services as provided above, the Board agrees to compensate the Contractor the total amount of:

\$ \_\_\_\_\_  
 (Fill in amount in numbers.)

\_\_\_\_\_  
 (Fill in amount in words.)

The above listed amount is the total amount of compensation that shall be paid by the Board to the Contractor pursuant to this Contract and is inclusive of all labor, materials, vehicle usage, fuel surcharges, equipment, fees, permits, disposal charges and all other costs, fees, expenses, and incidentals necessary to fully and completely provide the required Demolition Services in all and in every respect.

The Contractor shall invoice the Township in accordance with the requirements of the Bid Package.

**DAMAGES IN THE EVENT OF BREACH:**

In the event that the Contractor fails to fully meet and perform the obligations imposed and required as part of this Contract, the Contractor shall pay damages and/or liquidated damages to the Board as compensation for such failure. Such damages and/or liquidated damages shall be as provided in the Contract Documents.

**INSURANCE AND INDEMNIFICATION:**

The Contractor hereby agrees to indemnify and hold free and harmless the Board, the Township, and all of their respective boards, officers, officials, employees, volunteers, agents, servants and representatives as provided in the Bid Package. The Contractor also agrees to carry such insurance as required by the Bid Package.

**INCORPORATION OF THE CONTRACT DOCUMENTS AND RESOLUTION:**

The Contract Documents and Resolution in their entirety and all terms, provisions, and conditions contained therein are by this reference hereby expressly understood and accepted by the Parties and are in their entirety incorporated into and made a part of this Contract.

**MODIFICATION:**

No modification or waiver of any of the terms of this Agreement or of any other Contract Documents will be effective against a Party unless set forth in writing and signed by both Parties.

If, during the performance of the work, Contractor finds a conflict, error, or discrepancy in the Contract Documents, Contractor shall so report to the Board in writing at once and before proceeding with the work affected thereby shall obtain a written interpretation or clarification from the Board; however, Contractor shall not be liable to Scioto Township or the Board for failure to report any conflict, error, or the discrepancy in the Contract Documents unless Contractor had actual or constructive knowledge thereof or should reasonably have known thereof.

**IN WITNESS WHEREOF**, the Parties, by and through their respective and proper officers, have on behalf of themselves or those whom they represent, signed this Contract of their own free and voluntary will and agree to the Parties being bound thereby.

**BOARD:**

**Board of Township Trustees of  
Scioto Township, Delaware County, Ohio**

---

Sandra Stults  
Trustee

---

Doug Loudenslager  
Trustee



---

Ralph Moseley  
Trustee

**(CONTRACTOR'S SIGNATURE ON FOLLOWING PAGE)**

**CONTRACTOR:**

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

**Check One:**     **Corporation**  
                   **Partnership**  
                   **Individual**  
                   **Other:** \_\_\_\_\_

**A person signing shall, in his own handwriting, sign the principal's name, his own name and his title. A person signing for a corporation, other than the president or vice president, shall, by affidavit, show his authority to bind the corporation.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

Approved as to form:

\_\_\_\_\_

Delaware County Prosecuting Attorney

**TOWNSHIP FISCAL OFFICER'S CERTIFICATION (RC 5705.41(D))**

The Scioto Township Fiscal Officer hereby certifies that the funds required to meet the obligation set forth in this Contract with \_\_\_\_\_ have been lawfully appropriated for such purpose and are in the township treasury or in the process of collection, free from any other encumbrances. The Scioto Township Fiscal Officer also certifies that he/she has confirmed with the State of Ohio Auditor that \_\_\_\_\_ has no outstanding findings for recovery issued against it by the State of Ohio.

\_\_\_\_\_  
Kathy Melvin  
Scioto Township Fiscal Officer

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

**PERFORMANCE/CONTRACT BOND**

(SECTION 153.57 Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as principal, and \_\_\_\_\_, as sureties, are hereby held and firmly bound unto the Board of Township Trustees of Scioto Township, Delaware County, Ohio, as Obligee, in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, enter into a Contract with the Board of Township Trustees of Scioto Township, Delaware County, Ohio, which said Contract is made part of this bond the same as if set forth herein;

NOW, if the said principal shall well and faithfully do and perform the things agreed by the principal to be done and performed according to the terms of said Contract, and shall pay all lawful claims of subcontractors, materialmen, and laborers for labor performed and materials furnished in carrying forward, performing or completing of said Contract, we agreeing and assenting that this undertaking shall be for the benefit of any materialmen or laborers having 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 the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Principal

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

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

## **CONTRACTOR'S RESPONSIBILITIES**

### **SUPERVISION AND SUPERINTENDENCE**

- 1.1 CONTRACTOR shall supervise, schedule, coordinate, and direct the WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the WORK in accordance with the CONTRACT DOCUMENTS. CONTRACTOR shall be solely responsible for the means, methods, techniques, safety, sequences, and procedures of construction. TOWNSHIP expressly disclaims any responsibility for the means, methods, techniques, safety, sequences, and procedures of construction. CONTRACTOR shall be responsible to see that the finished WORK complies accurately with the CONTRACT DOCUMENTS.
- 1.2 CONTRACTOR shall keep on the WORK at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to TOWNSHIP except under extraordinary circumstances. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

### **LABOR, MATERIALS, AND EQUIPMENT**

- 1.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the WORK and perform construction as required by the CONTRACT DOCUMENTS. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the WORK or property at the site or adjacent thereto, and except as otherwise indicated in the CONTRACT DOCUMENTS, all WORK at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of WORK on Saturday or Sunday, or any legal holiday without BOARD'S written consent given after prior written notice to the BOARD.
- 1.4 Unless otherwise specified in the Contract Documents, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up, and completion of the WORK.
- 1.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the CONTRACT DOCUMENTS. If required by the BOARD, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned, in accordance with the instructions of the applicable SUPPLIER except as otherwise provided in the CONTRACT DOCUMENTS; but no provision of any such instructions will be effective to assign to the BOARD, or any of the BOARD'S consultants, agents, or employees, any duty or authority to supervise or direct the furnishing of performances of the WORK or any duty or authority to undertake responsibility contrary to the provisions of the CONTRACT DOCUMENTS.