

BID PACKET
FOR
JACKSON COUNTY LAND
REUTILIZATION CORPORATION
DEMOLITION PROGRAM

July 2026

Owner: Jackson County Land Reutilization Corporation
920 Veterans Drive, Suite A
P.O. Box 69
Jackson, Ohio 45640

Addendum 1: Corrected Bid Opening Address

Addendum 2: Corrected Spreadsheet on Page D-19 (in Bold with hyperlinks to Auditor)

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NOTICE TO CONTRACTORS

SECTION A

NOTICE TO CONTRACTORS

Sealed proposals for the Jackson County LRC 2025 Demolition Program will be received by the Jackson County Land Reutilization Corporation at **the Jackson County Economic Development Partnership, located at 920 Veterans Drive, Jackson, Ohio 45640 until 4:00 p.m. Tuesday, July 28, 2026.** The bids will then be opened and read aloud at **10:30 a.m. on Wednesday, July 29, 2026,** in the Jackson County Commissioners' Office, 200 East Main Street, Jackson, Ohio.

The Jackson County LRC is soliciting bids to demolish eight (8) asbestos containing (5 ACM & 3 treat as ACM) properties and twenty (20) non-asbestos containing properties. The Bid Packet, ***which contains all project plans, specifications, and bid forms,*** may be secured by contacting John Stabler by email at JacksonCoLandBank@gmail.com or by telephone at 740-286-2838. Hard copies will incur a fee of \$100.00, electronic copies are at no cost. Prospective bidders are asked to supply a phone number and email to the County for the plan holders list. Prospective Bidders are responsible for checking for addenda prior to submitting their bids.

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 Jackson Land Reutilization Corporation 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 Jackson County Land Reutilization Corporation. Bid Bonds shall be accompanied by Proof of Authority of the official or agent signing the bond.

Proposals shall be sealed and marked as Proposal for: Jackson County LRC 2025 Demolition Program and mailed or delivered to:

Jackson County Land Reutilization Corporation
920 Veterans Drive, Suite A
P.O. Box 69
Jackson, Ohio 45640

Attention of bidders is called to all of the requirements contained in this bid packet, particularly to the various bonding and insurance requirements, equal opportunity provisions, drug-free workplace requirements, asbestos regulations, environmental concerns, etc. Only licensed asbestos contractors may remove the asbestos from the unit prior to demolition.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening thereof. Jackson County Land Reutilization Corporation reserves the right to waive any informalities or to reject any or all bids.

The estimates for this project are as follows:

Eight (8) ACM Containing Units: One Hundred Seventy-Nine Thousand One Hundred Fifty Dollars (\$179,150.00).

Twenty-four (24) Non-ACM Containing Units: Three Hundred Thirty-Three Thousand Eight Hundred Dollars (333,800.00).

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INSTRUCTIONS TO BIDDERS

SECTION B

INSTRUCTIONS TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS:** The Jackson County Land Reutilization Corporation (herein called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. **Bids will be received by the Owner at the Jackson County Economic Development Partnership, located at 920 Veterans Drive, Jackson, Ohio 45640 until 4:00 p.m., Tuesday, July 28, 2026.** The envelopes containing the bids must be sealed, addressed to: Jackson County Land Reutilization Corporation and designated as bid for: **Jackson County LRC 2025 Demolition Program.** The bids will then be opened and read aloud **at 10:30 a.m. on Wednesday, July 29, 2026**, in the Jackson County Commissioner’s Office, 200 East Main St, Jackson, Ohio 45640.

The Jackson County Land Reutilization Corporation is putting eight (8) ACM Containing units and twelve (12) Non-ACM Containing units out to bid:

ACM Containing Units			
1	15982 Beaver Pike	Jackson	House #1 (Treat as ACM), Other Structure are Non-ACM
2	3846 Five Points Rd	Jackson	House (Treat as ACM)
3	111 Bingham St	Oak Hill	House
4	1111 CH&D Rd	Oak Hill	House
5	1238 State Rte 233	Oak Hill	Commercial * (Treat as ACM)
6	15621 State Rte 279	Oak Hill	House (Treat as ACM)
7	16704 State Rte 279	Oak Hill	House
8	921 Railroad Avenue	Wellston	Commercial * (Treat as ACM)

Non-ACM Containing Units			
1	16 Vine Street	Jackson	Commercial*
2	36 E Wood Street	Jackson	House
3	72 Bridge St	Jackson	House
4	254 Harding Ave	Jackson	House
5	293 Orange St	Jackson	House (Small Rear House)
6	446 Prices Switch Rd	Jackson	House
7	1450 Five Points Rd	Jackson	House
8	409 John Woods Rd	Oak Hill	House
9	4960 Raysville Road	Ray	House
10	321 N Minnesota Ave	Wellston	House
11	1011 S Railroad Ave	Wellston	House
12	1309 S Delaware Ave	Wellston	House

* Commercial structures require a State Demolition Permit

The Owner 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 sixty (60) days after the actual date of the opening thereof.

2. **PREPARATION OF BID:** Each bid must be submitted on the prescribed form and accompanied by a Bid Bond, Certified Check, or Letter of Credit, the Non-collusion Affidavit, and 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.

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. **WRITTEN MODIFICATION:** Any bidder may modify his/her bid by written communication up until a day in advance of closing time, and, provided further, the Owner is satisfied that a written confirmation of the written modification over the signature of the bidder was mailed two days in advance of the closing time. The written 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 Owner until the sealed bid is opened. If written confirmation is not received up to a day in advance of the closing time, no consideration will be given to the written modification.
4. **METHOD OF BIDDING:** The Owner invites unit price bids as indicated in the Bid Form, Section E. The Owner will award **on a per unit basis**, based on the lowest responsive and responsible bid, and reserves the right to award a combination of ACM units and Non-ACM units to the lowest responsive and responsible bidder.

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

- a. Reject all bids:
- b. Augment the funds available in an amount sufficient to enable award to the lowest responsive bidder or bidders;
- c. Reduce the number of units to be demolished as listed on the proposal forms, so as to produce a net amount which is within the available funds.

The estimates for this project are as follows:

- Eight (8) ACM Containing Units:
Two Hundred Twenty-One Thousand Dollars (\$221,000.00).
- Twelve (12) Non-ACM Containing Units:
Three Hundred Fifty-One Thousand Dollars (351,000.00).

5. **QUALIFICATIONS OF BIDDER:** The Owner 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 Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner 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 bid bond attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 10% 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 bids, and the remaining cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or, if no award has been made within sixty

(60) 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 Owner, 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 Owners, 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 Owner 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 Owner represent that the plans and specifications drawn are based upon any data so obtained. The Owner 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 construction 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 addressed to: **John Stabler, Jackson County Economic Development Partnership, 920 Veterans Drive, Suite A, P.O. Box 69, Jackson, Ohio 45640,** JacksonCoLandBank@gmail.com **740-286-2838** and to be given consideration, must be received at least three (3) days prior to the date fixed for the opening of bids.

Every request for such interpretation of asbestos abatement should be in writing addressed to: Gary Rister, H&H Environmental Services, hhenvironmental@yahoo.com, 419-618-3072, 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 or faxed 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. **WATER SUPPLY:** All water for construction purposes, as well as the expense of having water conveyed about the work, must be provided by the Contractor and the cost of this work shall be included in the unit prices stipulated for the various items of the work to be

done under this contract. The source, quality and quantity of water furnished shall at all times be satisfactory to the Owner.

15. **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 the case of a corporation, the title of the officer signing must be stated 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 “Managing Partner Acting as Agent for Firm (Name)”. In the case of an individual, use the terms “doing business as”, or “sole owner”. The bidder shall further state in his proposal the name and address of each person or corporation interested therein.
16. **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 requirements
 - b. Requirement for a payment bond and performance bond for 100% of contract price
 - d. Requirement that all subcontractors be approved by the Owner
 - e. Time-for-completion and liquidated damages requirements
 - f. Safety standards
 - g. Contractor’s responsibility to obtain all permits
 - h. Affirmative Action and Equal Opportunity provisions
17. **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)
 - d. Contract Bond covering Performance and Payment
18. **FOREIGN CORPORATIONS AND CONTRACTORS**

A. Foreign Corporations

Definition: “Foreign corporation” means a 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 a 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. All services under this Contract must take place in the United States of America.

GENERAL CONTRACT CONDITIONS

SECTION C

GENERAL CONTRACT CONDITIONS

ARTICLE 1 – CONTRACT AND CONTRACT DOCUMENTS

The Contractor shall comply with all applicable federal, state, and local laws in the performance of the Owner's obligations under this Contract. Without limiting the generality of such obligation, The Contractor shall pay, or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Contractor in connection with the Project, and Contractor shall comply with all applicable environmental, zoning, planning and building laws and regulations.

- A. The project to be constructed pursuant to this contract will be financed with assistance from the State of Ohio and is subject to all applicable State 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, 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 Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required which may be in the form of a Contract Bond as provided herein. 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 Owner 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 – AFFIRMATIVE ACTION

Each bidder, Contractor or Subcontractor (hereinafter the Contractor) must fully comply with Ohio EEO Laws and regulation during the performance of this contract or subcontract. The Contractor commits itself to good faith effort for minority manpower utilization.

ARTICLE 4 – 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 Owner, 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 Owner shall not relieve or decrease the liability of the Contractor hereunder.

B. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner 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 \$1,000,000 Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in amount of not less than \$1,000,000 Dollars on the account of any one occurrence.

(iv) Property Damage Liability Insurance shall be in an amount of not less than \$1,000,000 Dollars per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than \$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 \$1,000,000 Dollars Single Limit Bodily Injury & Property Damage Liability Insurance for the Contractor will also be acceptable.
- (vi) The owner 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 Owner, 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 materials 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 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 Jackson County Land Reutilization Corporation.
- (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 Owner free and harmless from any injury and damage resulting from the negligent or faulty performance of the Contract by the Contractor or by his/or her Subcontractors.
- (iii) Each Contractor shall hold the Owner 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 5 – 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 owners 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 91-596), 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 4101:9-2 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 6 – PERMITS

The Owner is responsible for obtaining and paying for the following permits: Demolition Permits for the designated community, if applicable. The Contractor is responsible for obtaining and paying for any required Demolition Permits from the local community or state entity and all other necessary permits and licenses from the proper authorities. 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 Owner in writing. **All Contractors must obtain local Contractor Permits where required by local jurisdictions.**

ARTICLE 7 – 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 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 Owner 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 proposed 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 Owner.
- 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 Owners. It is the Contractor's responsibility to secure these work agreements, if deemed necessary. Copies of the work agreements shall be delivered to the Engineer and the Owner prior to any work beginning on the effected property.

ARTICLE 8 – CLAIMS AGAINST CONTRACTOR

The Contractor shall indemnify and save the Owner or the Owner's agents harmless from all claims growing out of the lawful demands of Subcontractor's laborers, workmen, mechanics, materialmen, 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 Owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the Contractor fails to do so the Owner 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 Owner to either the Contractor, his Surety, or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Owner shall be considered as a payment made under the Contract Documents by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments in good faith.

ARTICLE 9 – SUBCONTRACTING

- A. Neither the Contractor nor the Owner 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 Owner 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 Owner, after verification of the subcontractor's current eligibility status. The Contractor shall be fully responsible to the Owner 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 10 – CHANGE OF WORK

- A. The Owner 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 Owner.

ARTICLE 11 – 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 Owner, 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 60 consecutive calendar days 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 Owner, the Contractor will pay to the Owner for liquidated damages \$600.00 for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents. In no case shall the Owner be liable for payments for any work completed or costs incurred after the contract time unless agreed to in writing by the Owner.

ARTICLE 12 – 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 Owner 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 Owner 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 13 – TERMINATION

After ten (10) days from delivery of a Written Notice to the Contractor, the Owner 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 14 – PAYMENT

Payment to the Contractor shall be made by the Owner as follows: 100% upon 100% completion. The Owner's Representative shall certify on the pay request that he approved the completed work prior to the Owner making payment. Upon receipt of an approved request for payment from the Contractor, the Owner shall prepare payment to the contractor. A turnaround time of 30 - 45 days is expected from the date the Owner receives an invoice approved by the Owner Representative before said funds issued to the Contractor.

ARTICLE 15 - RECORD RETENTION

The Contractor agrees to maintain records for a minimum of five years from the date of this

agreement, which may be audited by State agencies.

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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NA

Specifications:	See Section "D"
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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:

All allowances necessary for successful completion of the project.

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:

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

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

*See page C-3

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 stage as enumerated below:

Pre-, during and Post- Demolition photographs, using a verifiable landmark for both images.

6. SCHEDULE OF STATE PREVAILING WAGES

Provided in Section H, if applicable.

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

Note: All work must adhere, where needed, to the rules and regulations of the Ohio Environmental Protection Agency (OEPA); Ohio Department of Health (ODH); Ohio Department of Commerce; and, Jackson County Health Department.

JACKSON COUNTY LAND REUTILIZATION CORPORATION DEMOLITION SPECIFICATIONS

A. Scope of Work

Contractor is to furnish all labor, equipment, materials and incidentals required for demolitions, removal and disposal of debris. The Scope shall also include grading, seeding and all site work necessary to leave the property in a condition that is suitable for future development. Contractor will be required to provide proof of insurance and performance bond within 10 days of issuance of Notice of Award.

B. Location of Unit to be Demolished:

ACM Containing Units			
1	15982 Beaver Pike	Jackson	House #1 (Treat as ACM), Other Structure are Non-ACM
2	3846 Five Points Rd	Jackson	House (Treat as ACM)
3	111 Bingham St	Oak Hill	House
4	1111 CH&D Rd	Oak Hill	House
5	1238 State Rte 233	Oak Hill	Commercial * (Treat as ACM)
6	15621 State Rte 279	Oak Hill	House (Treat as ACM)
7	16704 State Rte 279	Oak Hill	House
8	921 Railroad Avenue	Wellston	Commercial * (Treat as ACM)
Non-ACM Containing Units			
1	16 Vine Street	Jackson	Commercial*
2	36 E Wood Street	Jackson	House
3	72 Bridge St	Jackson	House
4	254 Harding Ave	Jackson	House
5	293 Orange St	Jackson	House (Small Rear House)
6	446 Prices Switch Rd	Jackson	House
7	1450 Five Points Rd	Jackson	House
8	409 John Woods Rd	Oak Hill	House
9	4960 Raysville Road	Ray	House
10	321 N Minnesota Ave	Wellston	House
11	1011 S Railroad Ave	Wellston	House
12	1309 S Delaware Ave	Wellston	House

Commercial* Will Require State Demolition Permit

The Contractor is responsible for ensuring the correct address and building have been identified prior to starting demolition. If in doubt, please contact John Stabler, Jackson County Economic Development Partnership, 740-286-2838.

- C. The Contractor is responsible for checking the structure interior and the interior of any out building for occupancy prior to starting demolition. This includes basements, garages and outbuildings.

D. Permits and Notifications

The Contractor is responsible for filing all the required notifications with the Ohio EPA, Ohio Department of Commerce and Ohio Department of Health. The Contractor is also responsible for obtaining all required local permits.

E. Pre-Bid Site Inspection

All Bidders are required to visit the work site during the bidding period to determine the hazards, working conditions, accessibility and true extent of the work required under this section.

F. Demolition

Demolitions shall include removal of all dilapidated structures, out buildings, garages, removal of concrete slabs and foundations, attachments, appurtenances, piping, electrical, metering and mechanical equipment, paving, service walks, driveways, fencing, and similar existing facilities, except as outlined in the notes for a specific property. The Contractor will crush any leach fields and fill in any wells and/or cisterns on the site. The use of explosives is not permitted on job site. Contractor must file the appropriate paperwork/notices with the local community, as needed, the Jackson County Health Department, as required, and with the OEPA prior to starting demolition.

G. Protection

The successful bidder will be required to provide a written Project Protection Plan for approval by the Jackson County LRC.

1. Execute the demolition and removal work to prevent damage or injury to structures, occupants thereof and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from adjacent structures.
2. Do not close or obstruct roadways, sidewalks or passageways adjacent to the Work by the placement or storage of materials.
3. Conduct all operations with a minimum interference to traffic and coordinate any street closures with the governing authority.
4. Erect and maintain barriers, lights, and other required protective devices.
5. Notify schools, police department, fire department, emergency squad and other appropriate

authorities of any street closures.

H. Utilities

Be sure all utilities have been rendered inoperable prior to starting demolition (electric, water, gas, cable, phone, etc.). If any utilities are found to be “live” contact the appropriate utility company to cut service.

Water services are to be disconnected at the corporation stop, meter removed and returned to the pertinent community/ agency. Sewer line laterals are to be capped at the sewer main but in such a manner as to allow reactivation upon a new customer paying a tap in fee and occupying the property. Septic systems must be crushed and filled with proper material required by the county health department. Water wells must be properly capped/ abandoned according to county health department requirements.

All utility disconnections must be approved by the pertinent agency/ community.

I. Site Restoration

The Successful Bidder shall provide sediment and erosion control, finish grading, seeding and mulching and related site restoration to result in a property that is ready for future development. Foundations and basements shall be removed or filled as defined below.

J. Fill

Foundation walls must be reduced at least eight (8) feet below grade. All underground utilities must be capped as described previously. Basement floors must be broken and cracked prior to fill to prevent water retention. The Successful Bidder is to fill in all basement and other depressions with clean hard fill as defined by the Ohio Department of Health, to level with surrounding area This fill size SHALL NOT be of such size that would make new construction more problematic. (i.e. no larger than 6-8”) The Contractor **must use a double filtered topsoil with no debris rocks or branched larger than 2 inches on the top 8 inches** of any disturbed grounds. The contractor is also responsible for the site for up to one year or until the entire disturbed area is properly stabilized by established vegetation. This can include fixing of inconsistent grass growth, improper grading, sink holes, etc. All adjacent (within 10’ of the structures) bushes, hedges and similar vegetation shall be removed, unless express written consent is provided. Backfilled areas must be vehicle compacted to grade to allow for immediate construction of a new structure.

The pertinent community and County Health Department must approve all fill.

K. Disposal

The Successful Bidder is required to properly dispose of all materials as it accumulates using approved containers. The Successful Bidder is required to properly dispose of the

debris, including toxic or hazardous materials, cars, campers, trailers, etc. generated by the project at an approved facility. The Successful Bidder must provide for regular removal and disposal of any special or hazardous wastes at appropriate waste facilities. Receipts from the approved facilities must accompany the Successful Bidder's Request for Payment.

L. Asbestos Abatement

H&H Environmental Services has conducted an asbestos survey of the structure(s) to be demolished. According to the results of the survey, the structure must have asbestos removed prior to demolition. A licensed asbestos contractor must conduct the asbestos removal and submit documentation to Jackson County LRC as required by ODH and OEPA. Specific asbestos removal specifications are included in these specifications.

Receipts from the approved facility must accompany the Successful Bidder's Request for Payment.

M. Local and State Laws

Contractor shall operate under and follow all current Local and State Laws. Current State of Ohio regulations include but are not limited to: Ohio Administrative Code (OAC) 3745-15-07, Air pollution nuisances prohibited. OAC 3745-17-07, Control of visible particulate emissions from stationary sources. OAC 3745-400-04, Authorized, limited, and prohibited construction and demolition debris disposal methods. OAC 3745-400-05, Clean hard fill.

N. Bid Inclusiveness

Total price bid shall include: All trucking charges to and from the job site including fuel and fuel surcharges, water costs, traffic control, disposal fees, etc. The successful bidder is required to notify the OEPA prior to demolition as required by law.

O. Project Completion

- The project is to be substantially complete within **Sixty (60) days** after the County has issued the *Notice to Proceed*.

- Upon completion the contractor shall notify the Jackson County Land Reutilization Corporation, which will inspect the site and, as appropriate, approve, or direct additional tasks be undertaken before final approval.
- Upon approval the contractor will remove all equipment, tools and any rubbish or debris they may have on the site. Nothing should remain on the site but seeded ground and trees, which were not designated for removal.
- Upon approval, the contractor may file an invoice for payment with the Owner. This must be accompanied by written signed evidence that the demolition work has been approved by all pertinent parties. It must contain the address(es) and tax parcel number(s) of the demolition site(s) and the amount approved for each of those demolitions, broken down by asbestos abatement cost, demolition cost and reseeded costs, where applicable.
- Contractors are forewarned that it may take 30-45 days to receive funds from the Ohio Department of Development. While the County will attempt to move the process as fast as possible, it cannot guarantee this can be accomplished.

All questions regarding **the project site** should be directed to John Stabler, Jackson County Economic Development Partnership, 740-286-2838.

All questions regarding **asbestos abatement** should be addressed to Gray Rister, H&H Environmental Services, hhenvironmental@yahoo.com, 419-618-3072. A copy of this email shall be sent to John Stabler, Jackson County Economic Development Partnership, 740-286-2838.

Q. ORC and OAC Citations

See Following Pages D6 – D17



Ohio Administrative Code

Rule 3745-15-07 Air pollution nuisances prohibited.

Effective: July 20, 2015

(A) The emission or escape into the open air from any source or sources whatsoever, of smoke, ashes, dust, dirt, grime, acids, fumes, gases, vapors, or any other substances or combinations of substances, in such manner or in such amounts as to endanger the health, safety or welfare of the public, or cause unreasonable injury or damage to property, is hereby found and declared to be a public nuisance. It shall be unlawful for any person to cause, permit or maintain any such public nuisance.

(B) The emission or escape into the open air from any source or sources of odors whatsoever that is subject to regulation under Chapter 3745-17, 3745-18, 3745-21, or 3745-31 of the Administrative Code and is operated in such a manner to emit such amounts of odor as to endanger the health, safety, or welfare of the public, or cause unreasonable injury or damage to property, is hereby found and declared to be a public nuisance. It shall be unlawful for any person to cause, permit or maintain any such public nuisance.

Ohio Administrative Code

Rule 3745-17-07 Control of visible particulate emissions from stationary sources.

Effective: August 25, 2023

[Comment: For dates and availability of non-regulatory government publications, publications of recognized organizations and associations, federal rules, and federal statutory provisions referenced in this rule, see paragraph (AA) of rule 3745-17-01 of the Administrative Code titled "referenced materials."]

(A) Visible particulate emission limitations for stack emissions:

(1) General limitations:

(a) Except as otherwise specified in paragraphs (A)(1)(b), (A)(2) and (A)(3) of this rule, visible particulate emissions from any stack shall not exceed twenty per cent opacity, as a six-minute average.

(b) Except as otherwise specified in paragraphs (A)(2) and (A)(3) of this rule, visible particulate emissions from any stack may exceed twenty per cent opacity, as a six-minute average, for not more than six consecutive minutes in any sixty minutes, but shall not exceed sixty per cent opacity, as a six-minute average, at any time.

(2) It shall be deemed not to be a violation of this rule where the presence of uncombined water is the only reason for failure of a stack emission to meet this rule.

(3) The visible particulate emission limitations established in paragraph (A)(1) of this rule shall not apply to the following:

(a) The start-up of the following fuel burning equipment:

(i) For any fuel burning equipment which are equipped with baghouses or electrostatic precipitators, until the exhaust gases have achieved a temperature of two hundred fifty degrees Fahrenheit at the

inlet of the baghouses or electrostatic precipitators, provided that the director may incorporate a higher start-up temperature in the permit or variance for such source for which an applicant demonstrates to the satisfaction of the director that the higher temperature is needed for safety considerations or to prevent damage to the control equipment.

(ii) For any fuel burning equipment which are uncontrolled or which are equipped solely with mechanical collectors (including mechanical collectors which are equipped with sidestream separators or similar devices) for the control of particulate emissions, for a period of not more than three hours from the moment of start-up, provided that the director may incorporate a longer start-up time period in the permit or variance for such source for which an applicant demonstrates to the satisfaction of the director that the longer time period is required.

(b) The shutdown of the following fuel burning equipment:

(i) For any fuel burning equipment which are equipped with baghouses or electrostatic precipitators, after the temperature of the exhaust gases has dropped below two hundred fifty degrees Fahrenheit at the inlet of the baghouses or electrostatic precipitators, provided that the director may incorporate a higher shutdown temperature in the permit or variance for such source for which an applicant demonstrates to the satisfaction of the director that the higher temperature is needed for safety considerations or to prevent damage to the control equipment.

(ii) For any fuel burning equipment which are uncontrolled or which are equipped solely with mechanical collectors (including mechanical collectors which are equipped with sidestream separators or similar devices) for the control of particulate emissions, for a period of not more than three hours, provided that the director may incorporate a longer shutdown time period in the permit or variance for such source for which an applicant demonstrates to the satisfaction of the director that the longer time period is required.

(c) The malfunction of any air contaminant source or the malfunction/shutdown of air pollution control equipment associated with any air contaminant source, if the owner or operator of said air contaminant source or air pollution control equipment complies with rule 3745-15-06 of the Administrative Code and none of the conditions listed in paragraph (C) of rule 3745-15-06 of the Administrative Code exists.

(d) Intermittent soot-blowing operations (the cleaning of heat transfer surfaces with pressurized air or steam) for fuel burning equipment which are uncontrolled or which are equipped solely with mechanical collectors (including mechanical collectors which are equipped with sidestream separators or similar devices) for the control of particulate emissions, provided that the owner or operator of such fuel burning equipment maintains a daily record which clearly documents the date, beginning time and ending time for all intermittent soot-blowing operations.

(e) Salt glazing operations conducted in a gas-fired periodic brick or tile kiln, for a period of not more than two hours during any twenty-one consecutive days of operation of said kiln.

(f) Intermittent ash removal operations (the dumping or pulling of ash) for fuel burning equipment which are uncontrolled or which are equipped solely with mechanical collectors (including mechanical collectors which are equipped with side stream separators or similar devices) for the control of particulate emissions, provided that the owner or operator of such fuel burning equipment maintains a daily record which clearly documents the date, beginning time and ending time for all intermittent ash removal operations.

(g) The commencement of increased coal firing from a banked condition for fuel burning equipment, for a period not to exceed thirty minutes.

(h) Any air contaminant source which is not subject to any mass emission limitation in paragraphs (B)(3) and (B)(4) of rule 3745-17-08 of the Administrative Code, or rule 3745-17-09, 3745-17-10 or 3745-17-11 of the Administrative Code.

(i) Any air contaminant source for which an equivalent visible particulate emission limitation has been established by the director pursuant to paragraph (C) of this rule.

(j) The following kiln operations at the facility (OEPA premise number 0372000127) located at 755 Lime Road, Woodville, Ohio, provided that "Martin Marietta Magnesia Specialties, Inc.," or any subsequent owner or operator of such facility, maintains daily records that clearly document the dates, beginning times, and ending times for the operations:

- (i) The start-up of any kiln equipped with a baghouse, until the time stone feed to the kiln begins.
- (ii) The start-up of any kiln equipped with an electrostatic precipitator, from the time the stone feed to the kiln begins until the time a stable firing condition for the solid fuel is achieved, but not longer than six hours from the time firing with the solid fuel begins.
- (iii) The shutdown of any kiln equipped with a baghouse, after the time the temperature of the exhaust gases from the kiln has dropped below two hundred fifty degrees Fahrenheit at the inlet of the baghouse.

For the purposes of this paragraph, "start-up" means the point of commencement of firing the kiln until such time as the process is operating in a steady-state condition using its primary fuel. A steady-state condition is present when the throughputs of process material, fuel and combustion air have been stabilized in a manner that demonstrates the combustion process will be consistently complete and safe, with an exhausted combustibles concentration within established safety limits.

- (k) Residential wood burning appliances and pellet stoves.

(B) Visible particulate emission limitations for fugitive dust:

(1) Except as provided in paragraphs (B)(2) to (B)(8) and (B)(11) of this rule, visible particulate emissions from any fugitive dust source shall not exceed twenty per cent opacity as a three-minute average.

(2) Except as provided in paragraph (B)(11) of this rule, visible particulate emissions from the fugitive dust sources associated with a coke oven battery shall comply with the following:

(a) Emit no visible particulate emissions from any charging operations except for a period of time not to exceed one hundred twenty-five seconds during any five consecutive charges. One charge, which represents the charge with the highest visible particulate emissions value of twenty consecutive charges observed, may be exempted from this visible particulate emission limitation.

(b) Emit no visible particulate emissions from more than ten per cent of the offtake piping.

(c) Emit no visible particulate emissions from more than five per cent of the charging hole lids.

(d) For visible particulate emissions from oven doors, the following:

(i) [Reserved.]

(ii) Emit no visible particulate emissions from more than ten per cent of the oven doors. Two oven doors, which represent the last oven charged prior to the commencement of visible particulate emission readings performed in accordance with paragraph (B)(2)(c) of rule 3745-17-03 of the Administrative Code, shall be exempted from this visible emission limitation.

(iii) For purposes of this paragraph, an oven door and the associated chuck door on the pusher side of the battery are considered as one door.

(e) Visible particulate emissions during any pushing operations shall not exceed an average of twenty per cent opacity read above the battery top. For purposes of this paragraph, the duration of a pushing operation commences with the moving (or pushing) of the coke mass from an oven and concludes when the quench car enters the quench tower.

(3) Except as provided in paragraph (B)(11) of this rule, visible particulate emissions of fugitive dust from electric arc furnace shop roof monitors, argon-oxygen decarburization shop roof monitors, blast furnace cast houses and sintering operations shall not exceed twenty per cent opacity as a six-minute average.

(4) Except as provided in paragraphs (B)(7), (B)(8), and (B)(11) of this rule, there shall be no visible particulate emissions from any paved roadway or parking area except for a period of time not to exceed six minutes during any sixty-minute observation period, as determined in accordance with paragraph (B)(4) of rule 3745-17-03 of the Administrative Code.

(5) Except as provided in paragraphs (B)(7), (B)(8), and (B)(11) of this rule, there shall be no visible particulate emissions from any unpaved roadway or parking area except for a period of time not to exceed thirteen minutes during any sixty-minute observation period, as determined in accordance

with paragraph (B)(4) of rule 3745-17-03 of the Administrative Code.

(6) Except as provided in paragraphs (B)(7), (B)(8), and (B)(11) of this rule, there shall be no visible particulate emissions from any material storage pile except for a period of time not to exceed thirteen minutes during any sixty-minute observation period, as determined in accordance with paragraph (B)(4) of rule 3745-17-03 of the Administrative Code.

(7) Except as provided in paragraph (B)(11) of this rule, visible particulate emissions from any roadway, parking area, material handling operation, or coal storage pile located at facilities owned or operated by "Buckeye Power, Inc., Cincinnati Gas & Electric Company, The Cleveland Electric Illuminating Company, Columbus Southern Power Company, Dayton Power & Light Company, Ohio Edison Company, Ohio Power Company, and The Toledo Edison Company" or any subsequent owners or operators of such facilities shall not exceed any of the following limitations:

(a) For any paved or unpaved roadway or parking area, the following:

(i) Ten per cent opacity, as determined in Accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code, for the following facilities:

[Reserved.]

(ii) No visible particulate emissions from any paved roadway or parking area, except for a period of time not to exceed six minutes during any sixty-minute observation period, or from any unpaved roadway or parking area, except for a period of time not to exceed thirteen minutes during any sixty-minute observation period, as determined in accordance with paragraph (B)(4) of rule 3745-17-03 of the Administrative Code, for all other facilities not identified in paragraph (B)(7)(a)(i) of this rule.

(b) Twenty per cent opacity for any material handling operation (including loading coal into or loading coal out of any coal storage pile), as determined in accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code.

(c) Twenty per cent opacity from the operation of vehicles on top of any coal storage pile (emissions from the combustion of fuels in such vehicles are not subject to this limitation), as determined in

accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code.

(d) No visible particulate emissions from any coal storage pile due to wind erosion, except for a period of time not to exceed thirteen minutes during any sixty-minute observation period, as determined in accordance with paragraph (B)(4) of rule 3745-17-03 of the Administrative Code.

(8) Except as provided in paragraph (B)(11) of this rule, visible particulate emissions from any roadway, parking area, or material storage pile located at iron and steel production facilities owned and operated by "Empire Detroit Steel Company, LTV Steel Company, Republic Engineered Steels, Incorporated, The Timken Company, or USS/KOBE Steel Company" or any subsequent owner or operator of such facilities shall not exceed any of the following limitations:

(a) Ten per cent opacity for any paved or unpaved roadway or parking area, as determined in accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code.

(b) Twenty per cent opacity for any material handling operation (including loading coal into or loading coal out of any coal storage pile), as determined in accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code.

(c) Ten per cent opacity from the operation of vehicles on top of any material storage pile, where such vehicles are employed for the purpose of compacting, grading or transporting materials (emissions from the combustion of fuels in such vehicles are not subject to this limitation), as determined in accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code.

(d) Ten per cent opacity from wind erosion of any material storage pile, as determined in accordance with paragraph (B)(3) of rule 3745-17-03 of the Administrative Code.

(9) [Reserved.]

(10) [Reserved.]

(11) The visible particulate emission limitations specified in paragraphs (B)(1) to (B)(8) of this rule shall not apply to the following:

(a) Ship loading spouts at grain terminals.

(b) Blasting at mineral extraction operations.

(c) Blowing taps, poling and oxygen lancing of the tap hole and casting operations associated with ferroalloy electric arc furnaces.

(d) Any fugitive dust source which is exempted from paragraph (B) of rule 3745-17-08 of the Administrative Code.

(e) Any fugitive dust source which is not located within the geographical areas specified in appendix A of rule 3745-17-08 of the Administrative Code, unless the director, in accordance with paragraph (A)(2) of rule 3745-17-08 of the Administrative Code, requires the owner or operator to submit and implement a control program which will bring the fugitive dust source into compliance with paragraph (B) of rule 3745-17-08 of the Administrative Code.

(f) The malfunction of any air contaminant source or the malfunction/shutdown of air pollution control equipment associated with any air contaminant source, if the owner or operator of said air contaminant source or air pollution control equipment complies with rule 3745-15-06 of the Administrative Code and none of the conditions listed in paragraph (C) of rule 3745-15-06 of the Administrative Code exists.

(g) Any fugitive dust for which a visible particulate emission limitation has been established in rule 3745-17-12 or 3745-17-13 of the Administrative Code.

(12) The presence of uncombined water is not a violation if it is the only reason for failure of a fugitive dust emission to meet this rule.

(C) Equivalent visible particulate emission limitations:

(1) For the purpose of establishing an equivalent visible particulate emission limitation for stack emissions subject to a mass-based, particulate emission limitation, any owner or operator of an air

contaminant source which is subject to paragraph (A)(1) of this rule may request the director to determine the average opacity of the emissions from said source during any performance test conducted pursuant to paragraph (B) of rule 3745-17-03 of the Administrative Code. Any such request shall be made in writing at the time the test specifications and procedures are submitted to the director pursuant to paragraph (B)(6) of rule 3745-17-03 of the Administrative Code.

(2) If, upon review of such owner's or operator's written report of the results of the performance test, it is the director's judgment that the air contaminant source is in compliance with all applicable emission limitations for which the performance tests were conducted, but fails to comply with paragraph (A)(1) of this rule, the director shall notify the owner or operator as expeditiously as practicable that the director may request, in writing not later than thirty days following receipt of the notification from the director, to establish an equivalent visible particulate emission limitation for the source.

(3) Any written request for an equivalent visible particulate emission limitation from an owner or operator of an air contaminant source shall include information which demonstrates the following:

(a) That the performance tests were conducted in accordance with the conditions and procedures accepted by the director pursuant to paragraph (B)(6) of rule 3745-17-03 of the Administrative Code.

(b) That the air contaminant source and any associated air pollution control equipment were operated and maintained in a manner so as to minimize the opacity of the emissions during the performance test.

(4) If an owner or operator of an air contaminant source complies with paragraphs (C)(1) to (C)(3) of this rule, the director may establish in the terms and conditions of the permit, variance, or order issued by the director for said source an equivalent visible particulate emission limitation for said source in accordance with the procedures described in the Ohio EPA, Division of Air Pollution Control documents entitled "Engineering Guide #13" and "Engineering Guide #15."

(D) Any revision approved by the director in accordance with paragraphs (A)(3)(a)(i), (A)(3)(a)(ii), (A)(3)(b)(i), and (A)(3)(b)(ii) of this rule shall not revise the federally enforceable requirements of the state implementation plan until approved by the United States environmental protection agency.

Ohio Administrative Code

Rule 3745-400-04 Authorized, limited, and prohibited construction and demolition debris disposal methods.

Effective: April 17, 2015

(A) Construction and demolition debris shall be disposed of only by the following methods or combination thereof:

- (1) Disposal in a licensed construction and demolition debris facility.
- (2) Disposal in a solid waste disposal facility, as defined in rule 3745-27-01 of the Administrative Code and licensed in accordance with Chapter 3745-37 of the Administrative Code.
- (3) Disposal by means of open burning, as defined in Chapter 3745-19 of the Administrative Code, if permitted as provided therein.
- (4) Other methods not prohibited by this chapter of the Administrative Code, provided that such methods are demonstrated to the satisfaction of the licensing authority to be capable of disposing of construction and demolition debris without creating a nuisance or a health hazard, without causing water pollution, and without violating these regulations and any regulation adopted by the director pursuant to Chapters 3704. (air pollution control) and 3734. (solid and hazardous wastes) of the Revised Code.

(B) No person shall conduct or allow illegal disposal of construction and demolition debris. [Comment: Violations under the nuisance provisions of Chapters 3709. and 3767. of the Revised Code can also occur as a result of illegal disposal.]

(C) No exemption issued under Chapter 3714. of the Revised Code or rules adopted thereunder allows the exemption of any person from compliance with any section of the Revised Code other than as specified in section 3714.04 of the Revised Code or any regulation adopted thereunder, or any regulation of any federal agency, or of any department of the state government, including the Ohio department of health, the Ohio department of natural resources and the Ohio environmental protection agency.

Ohio Administrative Code

Rule 3745-400-05 Clean hard fill.

Effective: April 17, 2015

(A) Clean hard fill consisting of reinforced or nonreinforced concrete, asphalt concrete, brick, block, tile, or stone shall be managed in one or more of the following ways:

(1) Recycled into a usable construction material.

(2) Disposed in licensed construction and demolition debris or other waste facilities.

(3) Used in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on the site of generation.

(4) Used in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, pursuant to paragraph (C) of this rule.

[Comment: Use of clean hard fill may create a nuisance or a safety hazard. The application of cover over the clean hard fill may be one way to address the nuisance or safety hazard.]

(B) Clean hard fill may be stored for a period of less than two years. For the purpose of this rule, "stored" means debris which is held in a manner remaining retrievable and substantially unchanged. Clean hard fill stored more than two years shall be considered illegal disposal of construction and demolition debris. However clean hard fill piled adjacent to a construction materials processing facility shall not be considered stored for more than two years if the pile is active, that is, if clean hard fill material is added to and removed from the pile within a two-year period.

(C) The person responsible for causing clean hard fill to be used in legitimate fill operations for construction purposes or to bring the site up to a consistent grade, on a site other than the site of generation, shall provide a written "Notice of Intent to Fill" to each licensing authority where the clean hard fill is to be placed. The "Notice of Intent to Fill" shall state the nature of the fill material, the site to be filled, when filling will begin and end, and the telephone number of the notifier. The notification shall be received by each local licensing authority with sites to be filled, at least seven days prior to filling as required by division (F) of section 3714.13 of the Revised Code. The notifier shall provide a new Notice of Intent to Fill if there are any changes in the information required by this rule for notification.

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Site Specific Demolition Requirements

Parcel_ID	Street_Address	City	Type of Building	Demo Estimate	Comments
H120060003100 H120060003000 , H120060002900	15982 Beaver Pike	Jackson	House	\$32,000.00	House #1 Unsafe Structure – Treat as ACM, Other structures are Non-ACM
K200050024800	3846 Five Points Rd	Jackson	House	\$12,000.00	Unsafe Structure – Treat as ACM
I160140001700 , I160140001701	111 Bingham St	Oak Hill	House	\$32,000.00	ACM – Wooden window glazing must be removed
I150010018601	1111 CH&D Rd	Oak Hill	House	\$35,000.00	ACM – Transite siding must be removed
I150010005800	1238 State Rte 233	Oak Hill	Commercial*	\$25,000.00	Unsafe Structure – Treat as ACM
I150040001800	15621 State Rte 279	Oak Hill	House	\$25,000.00	Unsafe Structure – Treat as ACM
I150040003300	16704 State Rte 279	Oak Hill	House	\$32,000.00	ACM – Thermal System Insulation Duct Wrap (4 sq ft)
M240210008900	921 Railroad Avenue	Wellston	Commercial*	\$25,000.00	Fire Damaged Structure – Treat as ACM
H140020014900	16 Vine Street	Jackson	House	\$15,300.00	
H140020023400 H140020023500	36 E Wood Street	Jackson	House	\$37,000.00	Tile & Mastic (156 sq ft) may remain for Demo. Must go to a C & D facility that accepts Cat 1 non friable Asbestos
H140110001800	72 Bridge St	Jackson	House	\$31,000.00	
H140080009800	254 Harding Ave	Jackson	House	\$28,000.00	
H140170009100	293 Orange St	Jackson	House	\$4,500.00	Small residence at the back of the lot on the alley. Not the Garage.
H120030012500	449 Prices Switch Rd	Jackson	House	\$15,000.00	
K200030010403	1450 Five Points Rd	Jackson	House	\$18,000.00	
F090030032800	409 John Woods Rd	Jackson	House	\$35,000.00	Only the Front House
E080040010800	4960 Raysville Road	Jackson	House	\$21,000.00	
M240050006100	321 N Minnesota Ave	Wellston	House	\$9,500.00	
M240210009000	1011 S Railroad Ave	Wellston	House	\$27,000.00	Dog Kennel Structure is to Stay at south of the parcel
M240310000800	1309 S Delaware Ave	Wellston	House	\$27,000.00	
H140090004900 H140090005000	104 Columbia	Jackson	House	\$20,000.00	House & Outbuildings

PROPOSAL FORMS

SECTION E

BID FOR UNIT PRICE CONTRACTS

Jackson County Land Reutilization Corporation
c/o Jackson County Economic Development Partnership

Date _____

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

To the Jackson County Land Reutilization Corporation (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the Jackson County LRC 2025 Demolition Program having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the demolition activities including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to complete 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 Owner and to fully complete the project within 60 consecutive calendar days thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:
n/a

*Insert corporation, partnership or individual as applicable.

**Insert name of state .

Bidder agrees to perform all the work described in the specifications for the unit prices listed in the Bid Schedule.

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

Bidder understands that the Owner 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 60 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 the General Conditions. The bid security attached in the sum of _____ (\$_____) is to become the property of the Owner 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 Owner caused thereby.

Respectfully submitted:

By _____
(Signature)

(Printed Name)

(Title)

(SEAL - if bid is by a
corporation)

(Business Address and Zip Code)

(Telephone Number and Fax Number)

(Federal I.D. #)

(E-mail address)

**JACKSON COUNTY LRC 2025 DEMOLITION PROGRAM
DEMOLITION UNIT PRICE ESTIMATES**

Page 1 of 3

Qualified Bidders may bid on ACM Units, Non-ACM Units, or a combination of ACM Units and Non-ACM Units. Clearly markout units not included in the bid by drawing a line through the unit no., address, comments, amount in words and total figures.

ACM Containing Units				
UNIT #	UNIT ADDRESS	COMMENTS	AMOUNT IN WORDS	TOTAL \$ AMOUNT IN FIGURES
1.	15982 Beaver Pike, Jackson	Asbestos Abatement Required		
2.	3846 Five Points Rd, Jackson	Asbestos Abatement Required		
3.	111 Bingham St, Oak Hill	Asbestos Abatement Required		
4.	1111 CH&D Rd, Oak Hill	Asbestos Abatement Required		
5.	1238 State Rte 233, Oak Hill	Unsafe Abatement Required		
6.	15621 State Rte 279, Oak Hill	Asbestos Abatement Required		
7.	16704 State Rte 279, Oak Hill	Asbestos Abatement Required		
8.	921 Railroad Avenue, Wellston	Asbestos Abatement Required		
Total Bid Amount ACM Units:				
Total Bid Amount In Words:				

**JACKSON COUNTY LRC 2025 DEMOLITION PROGRAM
DEMOLITION UNIT PRICE PROPOSAL**

Page 2 of 3

Non-ACM Containing Units				
UNIT #	UNIT ADDRESS	COMMENTS	AMOUNT IN WORDS	TOTAL \$ AMOUNT IN FIGURES
1.	16 Vine Street, Jackson	No Asbestos Abatement Required		
2.	36 E Wood Street, Jackson	No Asbestos Abatement Required		
3.	72 Bridge St, Jackson	No Asbestos Abatement Required		
4.	254 Harding Ave, Jackson	No Asbestos Abatement Required		
5.	293 Orange St, Jackson	No Asbestos Abatement Required		
6.	446 Prices Switch Rd, Jackson	No Asbestos Abatement Required		
7.	1450 Five Points Rd, Jackson	No Asbestos Abatement Required		
8.	409 John Woods Rd, Oak Hill	No Asbestos Abatement Required		
9.	4960 Raysville Road, Ray	No Asbestos Abatement Required		
10.	321 N Minnesota Ave, Wellston	No Asbestos Abatement Required		
11.	1011 S Railroad Ave, Wellston	No Asbestos Abatement Required		
12.	1309 S Delaware Ave, Wellston	No Asbestos Abatement Required		
Total Bid Amount Non-ACM Units:				
Total Bid Amount In Words:				

**JACKSON COUNTY LRC 2025 DEMOLITION PROGRAM
DEMOLITION UNIT PRICE PROPOSAL
Page 3 of 3**

Total Bid
Bid Amount in Numbers: \$
Bid Amount in Words:

Bidder's Name: _____
(Printed or Typed)

(SEAL - if bid is
by a corporation)

Signature: _____

Company Name: _____

Company Address: _____

Company Phone Number: _____

Company Email: _____

Tax ID Number: _____

**AFFIDAVIT OF CONTRACTOR OR SUPPLIER OF
NON-DELINQUENCY OF TAX LIABILITY**

O.R.C. 5719.042

STATE OF OHIO: _____

SS: _____

TO: _____

The undersigned, being first duly sworn, having been awarded a contract by you for _____ 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.

Contractor Signature

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

Notary Public

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____¹ as Principal and _____² as Surety, are hereby held and firmly bound unto _____³ 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 alternate 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 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 contract 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 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

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

¹Here insert full name or legal title of Contractor and address

²Here insert full name or legal title of Surety

³Here insert full name or legal title of Owner

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, materialmen, 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 materialman 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 terms of the contract or to the work or to the specifications.

SIGNED AND SEALED This _____ day of _____, 20____.

Principal

By: _____
Title: _____

Surety

By: _____
Attorney-in-Fact

Surety Company Address:

Surety Agent's Name and Address:

NONCOLLUSION AFFIDAVIT

State of _____

County of _____

BID Identification Jackson County LRC 2025 Demolition Program

CONTRACTOR _____, being first duly sworn, deposes and says that he is _____ (sole owner, 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 false 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 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 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 _____, 20__.

Seal of Notary

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- 1.) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- 2.) Have not within a three year period preceding this proposal been convicted of, or had a civil judgement rendered against them, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3.) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
- 4.) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- 5.) Will not utilize a subcontractor or supplier who is unable to certify (1) through (4) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000, or imprisonment for up to 5 years, or both.

Name and Title of Authorized Signature

Signature

Date

☐ I am unable to certify to the above statements. My explanation is attached.

BONDING AND INSURANCE REQUIREMENTS

- a. A bid guarantee from each bidder equivalent to ten 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.
- b. A performance 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 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.

LIST ALL OTHER SUBCONTRACTORS BELOW
(If using subcontractors)

Contractor	Address, Phone Number and Email Address:

BIDDER REFERENCES

List Most Recent Public Sector Work of Similar Scale and Scope

Community/ Project Name	Address & Telephone No.	Contact Name

(Do Not List Individual Residential Demolition Projects)

AGREEMENT FORMS

SECTION F

CONTRACT

THIS AGREEMENT made this _____ day of _____, __, by and between _____,¹ hereinafter called the "Contractor", and the Jackson County Land Reutilization Corporation, an Ohio corporation for non-profit, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services, including utility and transportation services, and perform and complete all work required for the construction of the Improvements embraced in the project; namely, demolition work, and required supplemental work for the Jackson County LRC 2025 Demolition Project all in strict accordance with the Contract Documents including all addenda thereto, numbered ____, all as prepared by Jackson County LRC, acting and in these Contract documents preparation, referred to as the "Owner".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed _____ (\$)Dollars subject to additions and deductions as provided elsewhere in the contract documents.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda _____

¹ Choose term most applicable: a corporation organized and existing under the laws of the State of _____; a partnership consisting of _____; an individual trading as _____.

² Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

c. All documents of the Bid Packet entitled:
Bid Packet for Jackson County Land Reutilization Corporation – 2025 Demolition Project, dated July 2026 and including:

- Notice to Contractors
- Instructions to Bidders
- General Contract Conditions
- Work Specifications (including all plans, drawings, etc., referenced or included)
- Proposal Forms, as executed
- Agreement Forms, as executed
- Federal Requirements
- Federal Labor Standards Provisions

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three original copies on the day and year first above written.

CONTRACTOR:

OWNER:

**JACKSON COUNTY LAND
REUTILIZATION CORPORATION**

Signature

Signature

Typed/printed name

Typed/printed name

Title

Title

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 and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

_____ Corporate

_____ SEAL

Or, Alternately,

I, _____, certify that I am the sole owner of _____, located at _____, and that I, _____, am the Contractor named herein; that I sign this Agreement on behalf of my company, _____.

Signature

Date

State of Ohio,
County of _____:

Signed and sworn to before me this _____ day of _____, ____.

Notary Public

PERFORMANCE AND PAYMENT BOND (OR BONDS)

Following the Form of Agreement, attach the approved form of the statutory surety bond or bonds to insure 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:

The OWNER has considered the BID submitted by you on _____(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 OWNER will be entitled to consider all your rights arising out of the OWNER's
acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the
liability as set forth in Section 153.54 of the Ohio Revised Code. The OWNER 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 OWNER.

Dated this _____day of _____, 20_____.

Jackson County Land Reutilization Corporation
Owner

By: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____on
this ____day of _____, _____.

By: _____
Name and Title: _____

cc: CONTRACTOR'S Surety
Surety's Agent

NOTICE TO PROCEED

To: _____

Date: _____

PROJECT Description:

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or after the date of this "Notice", and you are to complete the WORK within _____ (days) thereafter. The date of completion of all WORK is therefore _____, 20____.

Jackson County LRC
Owner

By: _____
Name: _____
Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____ on this _____ day of _____, 20____.

By: _____
Name: _____
Title: _____

**NOTICE OF COMMENCEMENT FOR
PUBLIC IMPROVEMENT
SECTION 1311.252 OHIO REVISED CODE**

Notice is hereby given by the undersigned public authority that construction will commence for the following public improvement:

1. The public improvement is identified as:

Name: _____

Location: _____

Project Number: _____

2. The public authority's name and address:

Jackson County Land Reutilization Corp.

920 Veterans Drive, Suite A, P.O. Box 69

Jackson, Ohio 45640

3. The name and address of all principal contractors involved with the public improvement, and the trade of each principal contractor:

Principal Contractors

Trade

The name and address of the sureties for all principal contractors involved with the public improvement:

Surety

Principal Contractor

5. The name and address of the public authority's representative for the purposes of being served an affidavit pursuant to Section 1311.26 of the Revised Code.

Jackson County Land Reutilization Corp.

920 Veterans Drive, Suite A, P.O. Box 69

Jackson, Ohio 45640

Public Authority

By: _____

Title: _____

State of Ohio,
County of _____:

Signed and sworn to before me this _____ day of _____, ____.

Notary Public

CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

NAME OF PROJECT: _____

OWNER: _____

CONTRACTOR: _____

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification:

Change to CONTRACT PRICE: \$ _____

Original CONTRACT PRICE: \$ _____

Current CONTRACT PRICE adjusted by previous CHANGE ORDER: \$ _____

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) (decreased) by: \$ _____

The new CONTRACT PRICE including this CHANGE ORDER will be \$ _____

Change to CONTRACT TIME: _____

The CONTRACT TIME will be (increased) (decreased) by _____ calendar days.

The date for completion of all WORK will be _____.(Date)

Recommended By:

Engineer/Architect: _____

Signature: _____

Title: _____

Accepted By:

Owner: _____

Signature: _____

Title: _____

Contractor:

Signature: _____

Title: _____

County:

Signature: _____

Title: _____

Village:

Signature: _____

Title: _____

CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____, the duly authorized and acting legal representative of the Jackson County Revitalization Corporation 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.

Signature

Printed Name /Title

Date: _____

**CONSTRUCTION CONTRACTS
FINAL INSPECTION APPROVAL FORM**

I, _____, have inspected the work performed by _____
_____ on the
_____. All work has been
performed and completed according to Contract specifications, thereby giving clearance for final
payment to _____ for the _____
_____ project, upon approval of _____
_____.

The actual Performance Outcome of the project was:

_____.

Project Inspector

STATE REQUIREMENTS

SECTION G

CONFLICT OF INTEREST

Conflict of Interest. No personnel of Owner, Contractor, or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Contract, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Contract. The Contractor shall immediately disclose in writing to the Owner any such person who, prior to or after the execution of this Contract, acquires any personal interest, voluntarily or involuntarily. The Contractor shall cause any such person who, prior to or after the execution of this Contract, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to the Owner in writing. Thereafter, such person shall not participate in any action affecting the work under this Contract unless the Owner determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Ethics. The Contractor, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. The Contractor understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Contract and the funds made pursuant to this Contract, and may result in the loss of other contracts with the Owner.

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 herefrom.

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 Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

B. USE OF EXPLOSIVES

Use of explosives is not permitted for this project

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 Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or contract.

D. ASBESTOS HAZARDS

Asbestos has been identified by the U.S. Environmental Protection Agency (U.S. EPA) as a hazardous substance under the Clean Air Act's National Emission Standards for Hazardous Air Pollutants (NESHAP) at 40 CFR 61 Subpart M. Furthermore, U.S. EPA identifies the primary asbestos emission source as friable asbestos emitted during renovation and demolition of buildings and other structures and during its subsequent disposal.

If at any time during construction it is determined that asbestos materials are present in a building or facility which exceeds the federal thresholds, the Contractor shall adhere to any and all applicable U.S. EPA (with augmentation by OEPA Asbestos Emission Control Rules), NESHAP, ODH and any other regulatory agency guidelines for projects undergoing demolition and renovation. Review asbestos survey reports prior to demolition.

EQUAL OPPORTUNITY PROVISIONS

EQUAL EMPLOYMENT OPPORTUNITY

Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

MINORITY HIRING GOAL

Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

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.