

RESOLUTION APPROVING CONTRACT WITH BOCZAR EXCAVATING FOR THE DEMOLITION OF RESIDENTIAL STRUCTURE LOCATED IN JEFFERSON TOWNSHIP, OHIO THROUGH THE CDBG COUNTYWIDE DEMOLITION, CLEARANCE OF SLUM & BLIGHT, PLANNING AND DEVELOPMENT

WHEREAS, Jake Brand, Director of Planning and Development, has presented a contract for the approval of the Board, to-wit:

Scope: Demolition of residential structure at 1544 Doyle Road, Jefferson, OH 44047

Provider: Boczar Excavating 765 Hickok Rd, Jefferson, OH 44047

Cost: Not to Exceed \$11,600.00 from PY 2021 CDBG grant

Term: begins upon board approval and completed no later than October 31, 2023; now

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio that the contract, as noted above, is approved in accordance with the copy now on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2023-531

October 24, 2023

RESOLUTION APPROVING CONTRACT WITH BOCZAR EXCAVATING FOR THE DEMOLITION OF RESIDENTIAL STRUCTURE LOCATED IN JEFFERSON TOWNSHIP, OHIO THROUGH THE CDBG COUNTYWIDE DEMOLITION, CLEARANCE OF SLUM & BLIGHT, PLANNING AND DEVELOPMENT

Upon the motion of J.P. Ducro IV, seconded by Kathryn L. Whittington.

VOTE:

Casey R. Kozlowski
Kathryn L. Whittington
J.P. Ducro IV

Aye
Aye
Aye

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

CDBG – Countywide Demolition Clearance
of Slum & Blight

Residential Structure

1544 Doyle Rd Jefferson Township

QUOTES

ASHTABULA COUNTY
BOARD OF COMMISSIONERS

Submitted by Boczal Exc.

Address 765 Hickok Rd.

City JEFFERSON

State OHIO Zip Code 44047

Phone #: ⁴⁴⁰⁻⁵⁷⁶⁻²⁸³⁶ _____ Fax#: _____

Federal Tax ID #: 26-0453628

Date: 10-18-23

NOTICE TO CONTRACTORS

Quotations will be received by the Department of Planning and Development, Old Courthouse, 25 West Jefferson Street, Jefferson, Ohio 44047-1092 until 3:30 pm on 13th of October, 2023 for the demolition of blighted residential structures located in the Township of Jefferson within Ashtabula County Ohio, for the following project:

***Demolition of Residential Structures
1544 Doyle Rd Jefferson Township***

Quotation information may be obtained at the Ashtabula County Planning and Development Office, 25 West Jefferson St., Jefferson, Ohio 44047 may be obtained electronically by emailing communityservices@ashtabulacounty.us.

Questions regarding any technical issues in this quote shall be addressed to Dawn Gates, Grant Specialist, at (440) 576-3853 by email at communityservices@ashtabulacounty.us.

Each Quotation must be in a sealed envelope and the outside thereof properly marked with the Project Name, and Date. Quotes shall include the full name of each person or company submitting a proposal.

Attention of contractors is called to all of the requirements contained in this quote packet, particularly to the various insurance requirements, various equal opportunity provisions, and the terms and conditions.

No contractor shall be considered a lowest and best contractor or deemed eligible to be awarded the contract of which this Notice of Quote Specifications applies unless the contractor has completed all items listed within the instructions.

The Board of Commissioners reserves the right to waive any and all informalities and the right to reject any and all quotes.

**ASHTABULA COUNTY COMMISSIONERS
INSTRUCTIONS, TERMS AND CONDITIONS**

ASHTABULA COUNTY CDBG – Countywide Demolition – Clearance of Slum & Blight

- 1. Complete Quotations with Authorized Signature.** Vendors must submit a complete, signed Quote, which at a minimum, should include all of the pages of the Request for Quotes that require the vendor to respond, and any additional information or samples required by the specifications. Quotations must be signed in ink (blue is preferred) on the Cover Sheet.
- 2. When Quotes Must be Delivered.** The Ashtabula County Planning and Development Department must receive the Quotations no later than October 13, 2023 by 3:30 PM. Quotations received after 3:30 PM on the scheduled date for opening will be considered as late and will not be opened. Ashtabula County receives Quotes during the hours of 8:00 a.m. through 4:30 p.m., Monday through Friday, except for observed holidays. Ashtabula County does not accept quotations with insufficient postage or collect on delivery.
- 3. Where Quotations Must be Delivered.** Quotations must be delivered to the following address:

Ashtabula County Department of Planning and Development
Attn: Demolition – 1544 Doyle Rd
25 W. Jefferson Street
Jefferson, OH 44047
- 4. Information Requested:** The Board of Commissioners of Ashtabula County or its designated office may request additional information to evaluate a vendor's Quote. If a vendor does not provide the requested information, it may adversely impact the Board's evaluation of the vendor's quotation.
- 5. Non-Collusion Certification:** By the signature affixed on the Non-Collusion Affidavit of the Quotation package, the vendor certifies that he/she is sole owner, partner, president, secretary, etc. of the party making the foregoing Quote; that such Quote is genuine and not collusive or sham; that the vendor has not colluded, conspired or agreed, directly or indirectly, with any vendor or person, to put in a sham Quote; or colluded or conspired to have another not submit a Quote, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person to fix the price of its Quote or any other vendor, or to fix any overhead, profit or cost element of the Quote price, or of that of any other vendor, or to secure any advantage against any vendor or any person or persons interested in the proposed contract and that all statements contained in the Quote are true; and further, that the vendor has not, directly or indirectly, submitted this Quote, or the contents thereof, or divulged any related information or data to any association or to any member or agent of any association.
- 6. Project Specifications.** The plans show, in a general manner, the existing structures and the land available for demolition purposes. The Contractors must satisfy themselves of the conditions and difficulties that may be encountered in the execution of the work at the sites.
- 7. Water Supply.** All water for demolition 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.
- 8. NOTICE OF SPECIAL CONDITIONS:** Attention of the Contractors 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 that all Subcontractors be approved by the Owner.
 - c. Time-for-completion and liquidated damages requirements
 - d. Safety standards

- e. Contractor's responsibility to obtain permits.
- f. Affirmative Action and Equal Opportunity provisions

9. 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 Award
- b. Contract
- c. Insurance certificate(s) and/or policy(ies)
- d. (If over \$10,000:) Contractor's Section 3 Plan
- e. (If over \$10,000:) Certification of Contractor Regarding Equal Employment Opportunity
- f. (If over \$10,000:) Certification(s) by (all) Proposed Subcontractors Regarding Equal Employment Opportunity
- g. Certification of Contractor Regarding Section 3 and Segregated Facilities
- h. Certification(s) of (all) Proposed Subcontractors(s) Regarding Section 3 and Segregated Facilities

10. SPECIAL CRITERIA: Contractor must be able to operate and communicate effectively by use of electric documents

Ashtabula County Demolition of Residential Properties - CDBG

Proposal Form				
Address	City/Location	Asbestos Price	Demolition Price	Greening Price
1544 Doyle Rd	Jefferson Twp	\$	\$ 11,120	\$ 500 ⁰⁰

Please read the following notes.

1. A thorough review of the Technical Specifications (located in Section A: General) must be adhered to if applicable and a thorough review of the work specifications as
2. Submittal of landfill receipts and asbestos manifest will be required prior to payment
3. Before and After pictures of property and demolition
4. Before and After pictures of Asbestos materials

I hereby acknowledge that I have reviewed Section A, work specifications, the asbestos manifest, and understand submittal of landfill receipts and pictures are required prior to payment.

Please initial and date: K.B. 10-16-23

Submitted by	<u>Boczar Excavating LLC</u>		
Address, City, State, Zip	<u>765 Nidkor Rd.</u>	<u>Jefferson</u>	<u>OHIO 44120</u>
Phone	<u>440-576-2836</u>		
Federal ID#	<u>26-0453628</u>		
Date	<u>10-18-23</u>		
Signature	<u>Tom Boczar</u>		

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

O.R.C. 5919.042

STATE OF OHIO:

SS:

TO:

The undersigned, being first duly sworn, having been awarded a contract by you for Structural demolitions hereby states that we are not charged at the time the Quote 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 list.

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

Ken Boyer

Sworn to before me and subscribed in presence this 18th day of October, 2024.

Risa Hawsh
Notary Public

comm. exp. 7/14/2025

EXPERIENCE RECORD*

The CONTRACTOR is required to state the character of previous work, give references, and such other detailed information as will enable the OWNER to determine responsibility, including experience, skill, and financial standing. Projects shall be for OWNERS other than this Project and for ENGINEERS/ARCHITECTS other than this Projects' Engineer.

PROJECT NAME: _____

DESCRIPTION: _____

OWNER: _____ PERSON TO CONTACT: _____

ADDRESS: _____ PHONE: _____

CITY/STATE/ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

OWNER: _____ PERSON TO CONTACT: _____

ADDRESS: _____ PHONE: _____

CITY/STATE/ZIP: _____

PROJECT NAME: _____

DESCRIPTION: _____

OWNER: _____ PERSON TO CONTACT: _____

ADDRESS: _____ PHONE: _____

CITY/STATE/ZIP: _____

***USE ADDITIONAL COPIES OF THIS FORM AS REQUIRED**

NON-COLLUSION AFFIDAVIT

State of Ohio

QUOTE Identification: County Wide Demolition – Dwelling in Jefferson Township

CONTRACTOR: _____, being duly sworn, deposes and says that he is _____ (Sole owner, a partner, president, secretary, etc.) of _____, the party making the foregoing QUOTE; that such QUOTE is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such QUOTE is genuine and not collusive or sham; that said CONTRACTOR has not directly or indirectly induced or solicited any other CONTRACTOR to put in a fake or sham QUOTE and has not directly or indirectly colluded, conspired, connived, or agreed with any CONTRACTOR or anyone else to put in a sham QUOTE, or that any one shall refrain from Submitting a Quote; that said CONTRACTOR has not in any manner directly or indirectly, sought by agreement, communication or conference with anyone to fix the QUOTE price of said CONTRACTOR or of any other CONTRACTOR, or to fix any overhead, profit or cost element of such QUOTE price, or of that of any other CONTRACTOR, or to secure any advantage against the OWNER awarding the contract or anyone interested in the proposed contract; that all statements contained in such QUOTE are true; and further, that said QUOTE has not, directly or indirectly, submitted his QUOTE 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, QUOTE 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 CONTRACTOR in his general business.

Signed:

Ken Boyer

Subscribed and sworn to before me this 13th

day of October, 2023.

Seal of Notary

[Signature]

comm. exp. 7/14/2025

PROPOSED SUBCONTRACTORS

The Contractor is required to state in the spaces provided below, the Subcontractors he proposes to use to accomplish the work under this Contract. The items and specific amounts of work assigned to each listed Subcontractor shall also be outlined. Duplicate this sheet as needed.

1. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

2. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

3. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

4. Name: _____
Address: _____
City/State/Zip: _____
Description: _____

Phone: _____ Amount: \$ _____ % of Contract: _____

Office of Community Development, Community Development Block Grant (CDBG) Contract
General Conditions

Breach of Contract Terms. Any violation or breach of terms of this contract on the part of the Contractor may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

Termination of Contract for Cause. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Community shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the Community, become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the Community for damages sustained by the Community by virtue of any breach of the Contract by the Contractor, and the Community may withhold any payment to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Community from the Contractor is determined.

Termination for Convenience. The Community may terminate this Contract at any time giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Community as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Contractor, Paragraph 1 hereof relative to termination shall apply.

Equal Employment Opportunity. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color, age, famial status, handicap, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, age, famial status, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Community setting forth the provision of this non-discrimination clause.

The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive

consideration for employment with regard to race, creed, sex, color, age, famial status, handicap, or national origin.

The Contractor will cause the foregoing provisions inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontract for standard commercial supplies or raw materials.

The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Community's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's non-compliance with the non-compliance clauses of this Agreement or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for future Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Community's Department of Housing and Community Development may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, ligation with a subcontractor or vendor as a result of such direction by the Community's Department of Housing and Community Development, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Civil Rights Act of 1988, as Amended. Under Title VI of the Civil Rights Act, as amended, no person shall, on the grounds of race, color, creed, sex, familial status, handicap, 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.

Section 109 of the Housing and Community Development Act, as Amended. No person in the United States shall on the grounds of race, color, national origin, familial status, handicap, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

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

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Community Development Act, as amended, Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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

Compliance with the Copeland Act. The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3).

Compliance with the Davis-Bacon Act. The Contractor shall comply with the Davis-Bacon Act the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with §103 and §107 of the Contract Work Hours and Safety Standards Act.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (a) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph a of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in subparagraph a of this section.

Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act with is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph b of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a through d of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a through d of this section.

Reports and Information. The Contractor, at such times and in such forms as the Community may require, shall furnish the Community such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

Patent Rights. No discovery or patent rights arising from any discovery or invention which arises or is developed in the course of or under this contract shall be exercised by or on behalf of the contractor.

Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be subject of an application for copyright by or on behalf of the Contractor.

Access to Records. The State of Ohio, the Department of Housing and Urban Development, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions.

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 Community to assure proper accounting for all project funds, both Federal and non-Federal shares. These records will be made available for audit purposes to the Community 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 Community.

Compliance with §306 of the Clean Air Act and §508 of the Clean Water Act. The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (H)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) prohibiting the use of facilities included on the EPA List of Violating Facilities.

Energy Efficiency. The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances, and coded of the State and Local governments, and the Contractor shall save the Community harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

Interest of Member of the Governing Body. No member of the governing body of the Community and no other officer, employee, or agent of the Community 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 Other Local Public Officials. No member of the governing body of the locality and no other 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 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.

Changes.

The Community may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by between the Community and the Contractor, shall be incorporated in written amendment to this Contract.

Change orders must be prepared by the construction inspector and/or architect/engineer. The locality must approve and authorize change orders before they are given to the contractor.

Personnel.

The Contractor represents that he has, or will secure at his expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Community.

All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Community. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

Assignability. The Contractor shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Community thereto: Provided, however, that claims for money by the Contractor from the Community under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Community.

Supervision. 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 or the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be a binding as if given to the Contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

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, material persons, 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 fail 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.

Subcontracting.

Neither the Contractor nor the Owner shall sell, transfer, assign, or otherwise dispose of his right, title, or interest therein, or his obligations thereunder.

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.

The Contractor shall not award work to Subcontractor(s) without prior written approval of the Owner, after verification by the Ohio Department of Development of the subcontractor's current eligibility status, and after submission of all certifications as required in Item 17, page B-5, of INSTRUCTIONS TO BIDDERS. 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.

Time.

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.

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.

The work shall be completed by **within 30 days from execution of contract including greening.**

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, ___ for each calendar day that the Contractor shall be in default after the time stipulated in the Contract Documents.

Completion of Work.

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.

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.

Work Inspection and Payment Process.

Upon receiving the Notice to Proceed, the contractor must submit to the locality a cost breakdown showing the amount assigned to each portion of the work. This breakdown is not required when per unit prices form the basis of payment under the contract. This breakdown must be reviewed by the locality and the architect/engineer and used as the basis for requests for payment. This breakdown should be submitted within 10 days of the Notice to Proceed.

The construction inspectors must check for quality and quantity control. Quality control must include quality tests as necessary to verify conformance with technical specifications concerning minimum quality requirements. Quantity control must include verification of in-place quantities and other records reflecting the as-built facility.

Upon completion of agreed quantities of work, the contractor may submit to the locality requests for partial or progress payments. Written inspection reports must accompany the contractor's request for partial payment.

Inspection reports, copies of field measurement notes, and test results used to verify contractor's periods pay estimate for partial payment should be attached and filed with the periodic estimate for partial payment.

Upon receipt of certificates for partial payment and necessary documentation, the locality must check Equal Opportunity and Labor Standards compliance files to ensure that all requirements have been met.

Payment to the Contractor shall be made by the Owner, according to the following schedule (as determined by community):

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 progress schedule from the Contractor, the Owner shall submit a drawdown

request to the Ohio Department of Development for CDBG funds to pay the contractor. A turnaround time of 20-30 days is expected before said funds are forwarded to the Owner.

It is important that the progress schedule be based on achievable goals, and that the Contractor make every effort to meet target dates. The Owner may hold the proceeds of a CDBG drawdown for only 30 days. If the funds from the drawdown are not expended during the prescribed period, those funds must be returned and a new drawdown requested. This causes delay in making payments to contractors.

Liquidated Damages.

Liquidated damages is a percentage of the contract price withheld from payment as insurance against breach of contract with respect to the payment of estimated labor costs.

Partial payment to the contractor for labor performed under either a unit or lump sum price contract shall be made at the rate of ninety-two percent of the estimates prepared by the contractor and approved by the architect/engineer. All labor performed after the job is fifty percent completed shall be paid for at the rate of one hundred percent of the estimates submitted by the contractor and approved by the architect/engineer.

Permits. The owner of the contract is responsible for obtaining and paying for the following permits: Demolition Permit – Ashtabula County Building Department/ Conneaut City Zoning Permit. The Contractor is responsible for obtaining and paying for all other necessary permits and licenses for 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.

Insurance.

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.

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.

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.

Contractor's Liability Insurance

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.

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

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

Property Damage Liability insurance shall be in an amount of not less than One Hundred Thousand (\$100,000) per occurrence. General Liability shall be extended to provide "Broad Form Property Damage Liability," and in an amount of not less than One Million (\$1,000,000) Dollars aggregate for damage on account of all occurrences.

Any combination of underlying Comprehensive General/Automobile Liability coverage with Umbrella/Excess Liability coverage which provides no less than One Million (\$1,000,000) Dollars Single Limit Bodily Injury and Property Damage Liability Insurance for the Contractor will also be acceptable.

The Owner may adjust the liability limits to coincide with local government procurement policies and practice within the limits of state and local law.

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 material connected with the work, including materials delivered to the site, but not yet installed.

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.

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

"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 Ashtabula County Commissioners (the contract owner)."

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/her Subcontractors.

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.

Prior to commencement of any work under Contract, the Contractor shall furnish one (1) copy of Declaration of Insurance as evidence of coverage.

Required Contract Certifications/Notifications

Non-Collusion Affidavit

Affidavit should state that the bid or proposal is genuine, is not done in the interest or on behalf of any unnamed person, and that the bidder has not conspired with or solicited another company to create a fake bid for comparative purpose, has not asked competitors to refrain from bidding, and has not conspired with a competitor or other company to create an unfair advantage over other bidders

Delinquent Property Tax Certification

Bidders must submit a statement affirming that they have no outstanding property tax liability in the county in which the locality is located. This statement must be made under oath and submitted to the locality's fiscal officer.

Worker's Compensation Certification

Ohio law requires bidders who operate within the state to provide workers' compensation coverage for their employees. A certificate of premium paid must be retained with the contract document.

Handicapped Access Certification

Upon completion of the working drawings, the architect or engineer shall execute a certification to the effect that applicable standards of accessibility by the handicapped. If the project is exempt from these standards, the basis for this exemption must be specified. This certification must be co-signed by a local official.

Attorney's Review Certification

For procurement of construction costing over \$5,000, the contract documents must be reviewed in their entirety by the locality's attorney after contract signing to ensure compliance with applicable state and local law. The state reserves the right to review the package in order to ensure inclusion of all applicable CDBG terms and conditions

Auditor's Certification

The availability of funds for the contract must be certified by the locality's financial officer.

Notice of Award

Notice to Proceed

WORK SPECIFICATIONS

1. **SCHEDULE OF DRAWINGS**

Not necessary for this project

2. **LOCATION**

Residential Structures located at
1544 Doyle Rd
(see attached maps)

3. **SCOPE**

The work involves all the labor, materials, tools and equipment necessary for and incidental to the demolition and removal of all buildings and any rubble and debris from the parcels. The work shall also include the backfilling of the basements as described in these specifications. The work shall also include plugging the sewer laterals at the property line for each individual parcel as per the instructions of the Local Public Agency. The Contractor shall notify the owners of water, electric and gas meters that are ready for removal, and shall be responsible for disconnecting all utilities in compliance with local requirements. The Contractor shall be responsible for making sure this is complete prior to demolition.

DEMOLITION AND REMOVAL, GENERAL REQUIREMENTS

Demolition work shall be done in strict accordance with all applicable laws, ordinances and codes of the County of Ashtabula.

Special attention is also directed to the Fire Safety Restrictions of the local Fire Department. In addition to other restrictions, the burning of any material or rubble on the site is not permitted. A water line shall be laid and manned, at all points where burning torches are used for cutting.

Foundations, walls, steps, floors, tanks, and basement, pitwell, and cistern shall be removed and backfilled to the grade level of the surrounding area. In the event a foundation wall contributes to the support of neighboring structures or public streets, it shall be retained. In case of doubt on the part of the Contractor, he shall immediately notify the Local Public Agency with the respect to the removal of wall in question. The lowest basement floor, if concrete, stone or masonry must be totally removed. In the event the structure is on a slab with no basement, the slab shall be removed and all foundations or footers removed entirely.

Demolition work shall include the demolition and removal of building(s) and structure(s), including accessory buildings and structures (and all trash and debris in or around the structure(s).) Demolition and removal of all driveways, driveway aprons, walkways and any other preexisting pavement. In case of doubt on the part of the Contractor, he shall immediately notify the Local Public Agency with the respect to the removal of the waste

in question. Damage to public sidewalks, curbs and streets must be corrected or repaired pursuant to the County's regulations.

The demolition having been completed as specified above, the basement shall be cleared of wood, trash and other combustible and objectionable material in preparation for the backfilling.

It shall be the duty of the Contractor to notify the Local Public Agency when he desires to **backfill the basement area so he, or his representative, may be assigned to inspect the basement areas and supervise the backfill operation.** Final payment will not be paid where inspection of basement areas has not been made prior to backfilling.

Backfilling material shall **not** include; silt, metal, brush, trees, wood or any combustible material. Masonry material from the immediate parcel may not be used for backfill. No masonry material shall be brought in for use on any parcel(s) in this contract. Where additional suitable material is needed, it shall be furnished by the Contractor at no additional cost to the Local Public Agency. If the Local Public Agency requires any basements be left open or if the Contractor is unable to backfill a basement within the allotted time, the contractor shall erect a suitable barrier around the basement at no additional cost to the Local Public Agency. All trucks loading or unloading materials shall do so on job site property only.

The grade of the parcel after the structure is demolished and removed and the basement backfilled shall be determined in the field by the Local Public Agency and shall be of a uniform slope so that the site will drain properly. **Soil must be compacted to 95 percent to ensure that land is left as a solid platform.**

In the event that storage tanks, walls, cisterns or subsurface structures are uncovered in the demolition operation, they shall be removed and/or treated in the same manner as basements. All storage tanks shall be removed. Adequate drainage of such voids encountered must also be provided.

All living trees in good condition, as determined by the Local Public Agency, which have a trunk diameter of six (6) inches or larger at ground level shall be retained. The Contractor shall exercise care in the demolition and site clearance operation so that these trees are not injured.

Prior to the starting of the demolition work on any individual parcel the Contractor will be responsible for making sure the utilities, including electric, telephone, gas and water service for each building disconnected in strict accordance with the requirements of the Local Community and the Utility Company involved. The Contractor shall properly seal all sewers, laterals for down spouts, etc. at the property line with concrete.

The Contractor shall make his own arrangements for utility services for his own use and pay for same. The Contractor shall be responsible for the protection of all utilities, which are to remain in use.

The Contractor shall notify the Local Public Agency prior to start of demolition at the project location.

All demolition debris removed from the property must be properly disposed in a licensed CD&D facility or a municipal solid waste landfill. Documentation of proper disposal will be required with the request for payment. All trucks used for hauling must use tailgates and must cover the load securely. Any material dropped from the trucks must be picked up. It shall be the responsibility of the Contractor to clean daily the haul route of all the materials dropped from the haul trucks.

Extreme caution shall be used in demolition and removal to prevent damage to adjoining properties not included in this Contract. The Contractor shall be responsible for any damages to adjacent buildings or property caused by demolition and removal.

Protection of items not to be moved

The contractor shall protect all sidewalks, curbs, pavements and other public or private facilities that may be damaged or endangered by work required under the specifications and shall restore and make good sidewalk, curb, pavement and any other public or private facilities that may be damaged or destroyed, to the satisfaction of the LPA.

Occupancy of Public Way

If and whenever the work under this contract shall require the digging up, use or occupancy of any public way, area, alley, sidewalk, or other public place, the Contractor shall furnish, erect and maintain such barriers and lights as will prevent the occurrence of any damage caused in connection with such digging up, use and occupancy and shall assume liability for all damages which may result there from. The Contractor will be required to obtain all necessary permits.

Dust Control

The Contractor shall have a water supply to control dust of building(s) that are to be demolished. This shall be done as long as any demolition work is being done. This dust control method shall be solely the Contractor's responsibility to implement. Failure to carry out this portion of the contract will be grounds for the LPA to stop work. Under no conditions will the work be permitted to continue or start until the LPA is satisfied as the method of dust control of the Contractor.

In municipal areas the Contractor must coordinate with the local Utility office for water access.

SAFETY REQUIREMENTS

1. The Contractor shall comply with all Federal, State and local laws, ordinances and regulations. This shall include but not be limited to Sections 103 and 107 of the "Contract Work Hours and Safety Standards Act."
2. The Contractor shall use all proper precautions to protect persons from injury. Proper guards as specified shall be placed in the vicinity of the work and a sufficient number of red warning lights shall be placed to protect the public from damage and injury. The Contractor shall be held responsible for all damage and injuries.
3. The Contractor shall adequately protect the work, adjacent property and the public, and shall be responsible for any damage and injuries.
4. The Contractor shall be entirely responsible for all apparatus, equipment and appurtenances as furnished by him in connection with this work until date for final acceptance; special care shall be taken to protect all parts thereof in such a manner as may be necessary or as directed.
5. Precautions shall be executed at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed.

USE OF EXPLOSIVES

The use of explosives to perform the work under this contract **is prohibited**.

USE OF WEIGHTED BALL

The use of weighted ball (commonly referred to as the "PEARHEAD or HEADACHE BALL") to perform the work under this contract **is prohibited**.

BURNING SPECIFICATIONS

The burning of combustible materials will not be permitted at any time prior, during or after the demolition operations.

MOVING STRUCTURES TO OTHER LOCATIONS

No structure shall be moved from the premises as a whole, or any substantially whole condition, but all such buildings shall be demolished on the premises.

PERMITS/BONDS

The Contractor shall secure all required permits and bonds, and pay all required permit fees necessary to perform this project. Information may be obtained from the Ashtabula County Building Department and the County Health Department or Conneaut City. All copies of necessary paper work must be supplied to the appropriate office prior to the start of demolition.

RODENT/PEST EXTERMINATION

Before commencing demolition work, the Contractor shall carry out an effective measure for rodent/pest extermination over the entire site. The method of extermination employed shall be one of successful local use, and shall meet the approval of the Ashtabula County. The Contractor shall submit proof of extermination to the Local Public Agency prior to commencing demolition.

- a. Before any work is commenced, to prevent migration of rodents and other pests, thorough and efficient measures shall be pursued to exterminate them from the entire project area.
- b. Employ only experienced and bonded exterminators.
- c. Display warning signs in conspicuous places.
- d. Three to seven days prior to beginning demolition of any buildings, bait shall be distributed. No demolition of any nature shall begin before the lapse of three (3) days from distribution of bait.
- e. Methods and materials shall not be permanently injurious to persons or to domestic animals and must be approved by the Ashtabula County/Ashtabula City Health Department/Conneaut City Health Department.

HAZARDOUS OR COMBUSTIBLE MATERIALS

The Contractor shall be responsible for the proper inspection and removal or disposal of any material located on the site, which may be deemed as hazardous, flammable or combustible by any state or federal agency. This shall include, but not be limited to asbestos, paint, heating oil, motor oil, diesel fuel, gasoline, etc. In the event an asbestos assessment is required by the state law, one will be completed and provided by the County of Ashtabula.

SOIL EROSION CONTROL

The Contractor shall take appropriate measures to prevent soil erosion and to keep sediment from entering adjacent properties or creeks and streams. The Contractor should contact the County Soil and Water Conservation District for methods to prevent soil erosion and sedimentation. After demolition and clearance is complete, the Contractor shall install at least two (2) inches of good quality topsoil covering the lot, producing a uniform and smooth surface, seed the lot with lawn grasses (fescue, perennial, rye and bluegrass mixes and mulch the area seeded. The topsoil used must be sifted fertile agricultural soil capable of sustaining vigorous plant growth, and substantially free of subsoil, clay, stone, lumps, noxious odor, branches, roots or other foreign matter with a diameter larger than 1 inch.

REMOVAL OF TRASH AND REFUSE

The Contractor shall be responsible for removing all trash and refuse on the site, which includes but is not limited to: tires, refrigerators, freezers, air conditioners and other refuse and dispose in a proper manner according with applicable laws.

INSPECTION AND TESTING OF MATERIALS

In the event inspection or testing of materials is required by this Contract, the Contractor shall be responsible for and pay for such inspection or testing of materials, as determined by the technical specifications.

GREENING

All demolished building footprints shall be seeded and covered with straw. All areas outside of structure footprints where the vegetative growth has been injuriously disturbed or destroyed by shall be restored and seeded.

All structure footprints shall have a minimum of two inches (2") of double screened soil. Adding organic material to the soil before you seed will help to improve the soil's nutrient content and its moisture-retention capabilities. To amend the soil before planting, spread compost over the entire area to be seeded to a depth of 1 to 2 inches, then use a tiller to incorporate the compost into the top 6 inches of the soil. Placement of unacceptable topsoil shall be removed at no additional cost and replaced with acceptable topsoil that conforms to this section and at no additional expense.

Lawn Mixture - Kentucky bluegrass and fine fescue grass seed shall be applied with a broadcast spreader at a rate of 4 pounds per 1,000 square feet and Perennial ryegrass seed shall be applied with a broadcast spreader at a rate of 3 pounds per 1,000 square feet. After seeding, rake the soil lightly to cover the seed, and then cover the area with straw mulch at a rate of 2 tons per acre. The Contractor shall guarantee the germination and growth of the seed within 60 days. At their own expense, the Contractor will re-seed and straw any portion of a lot where the grass seed does not germinate and grow.

Water to keep the surface of the soil consistently moist until the seed germinates. If the weather is especially warm and dry, you may need to water twice a day or more.

Area must be cordoned off around the newly seeded lot, with caution/trespassing tape and stakes. This must remain in place until 80% of lot has growth. If area cannot be seeded because of weather then a silt fence needs to be installed.

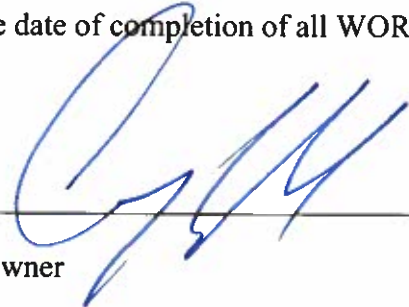
The selected Contractor agrees to correct all defects in the Work performed arising out of the use of defective materials or improper workmanship, which may become apparent during a period of six (6) months after final inspection of each parcel. All Work shall be done to the satisfaction of Ashtabula County.

NOTICE TO PROCEED

To:

PROJECT Description: Demolition of a vacant blighted structures located at 1544 Doyle Rd Jefferson OH 44047

You are hereby notified to commence WORK in accordance with Agreement dated: _____, 2023, on or before _____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____.



Owner

By: Casey Kozlowski

Name: Ashtabula County Commissioner

Title: Board President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is

Hereby acknowledged by _____

On this ___ day of _____, 2023.

By: _____

Name: Ken Boyer

Title: _____

AGREEMENT

CDBG - Countywide Demolitions – Slum & Blight

This Contract Agreement, made this ___ day of _____, 2023 by and between the Ashtabula County Commissioners, hereinafter called "Owner" and Boczar Excavating LLC, doing business as an individual, or partnership or corporation hereinafter called "Contractor".

- 1) The Contractor will commence and complete the CDBG structural demolition activities for the following units of demolition at the following indicated costs.

1544 Doyle Rd	Jefferson Township	\$ 11,600.00
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- 2) The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the Contract described herein.
- 3) The Contractor will complete the work required by the Contract Documents by _____, 2023.
- 4) The Contractor agrees to perform all of the work described in the Contract Documents and comply with the terms herein.
- 5) The term "Contract Documents" shall include this Agreement and the following:
 - A. Request for Quotation and Related Exhibits
 - B. Quotation
 - C. CDBG General Conditions
 - D. Technical Specifications
 - E. Notice of Award
 - F. Notice to Proceed
 - G. Change Order Sheet
- 6) The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents and as listed above.
- 7) This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the parties hereto have executed or caused to be executed by their duly authorized officials the Contract Agreement in duplicate, each of which shall be deemed an original on the date first written above. Contractor hereby agrees to and accepts all conditions as outlined in the Contract Documents.

Contractor

By: Kim Bogren

Name: BOCZAR EXCAVATING LLC

Title: _____

Owner: **County of Ashtabula**

[Signature]
Casey Kozlowski

[Signature]
J. P. Ducro IV

[Signature]
Kathryn Whittington

OHIO DEPARTMENT OF DEVELOPMENT
OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS CERTIFICATION
OF CONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR Hugh's Excavating	PROJECT NUMBER (If any)
----------------------------------------------------------	-------------------------

INSTRUCTIONS

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

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

CONTRACTOR'S CERTIFICATION

NAME AND ADDRESS OF CONTRACTOR (Include ZIP Code)

1. Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
 Yes No
2. Compliance reports were required to be filed in connection with such contract or subcontract.
 Yes No
3. Contractor has filed all compliance reports due under applicable instructions, including SF-100.
 Yes No
4. Have you even been or are you being considered for sanction due to violation of Executive Order 11246, as amended?
 Yes No

NAME AND TITLE OF SIGNER (Please type) _____

SIGNATURE

Ken Boyer

DATE

10-23-23