

CITY OF BARBERTON
PROPOSAL
FORM OF CONTRACT & SPECIFICATIONS
FOR
2026 RESIDENTIAL DEMOLITION PROGRAM
25 MORE OR LESS UNSPECIFIED RESIDENTIAL STRUCTURES
LOCATED WITHIN THE CITY OF BARBERTON, OHIO

WILLIAM B. JUDGE
MAYOR

SUBMIT PROPOSAL TO:

Holly Evans
Strategic Planner

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

TELEPHONE NUMBER: (____) _____

CONTACT PERSON: _____
(PLEASE PRINT)

BID OPENING: Thursday, February 26, 2026 @ 10:00 a.m.

LEGAL NOTICE

Sealed proposals will be received at the office of the City Planning Commission, 576 West Park Avenue, Barberton, Ohio until 10:00 A.M. local time on Thursday, February 26, 2026 for furnishing all labor, materials and equipment necessary to complete the project known as 2026 Residential Demolition Program of 25 more or less residential (1-2-3 family) structures 2½ stories or less with a base footprint size of 1,300 square feet or less located within Barberton, Ohio for the calendar year 2026, and at said time and place, publicly opened and read aloud. Specifications and plans are now on file in the office of the City Building Commissioner. The contract is a site unseen blanket contract covering a maximum period of one year.

Contract documents, bid sheets, and specifications can be obtained at the office of the City Planning Commission, 576 West Park Avenue, Barberton, Ohio 44203, by making a deposit of \$20.00 which is non-refundable. If specifications are to be mailed / picked up, it will be the responsibility of the bidder to make arrangements. Checks shall be made payable to the City of Barberton. If preferred, specifications can be emailed instead of being picked up or mailed. There is no charge or deposit fee required to receive specifications via email. Please send your company name, address, phone and fax numbers, along with a contact person's name and email address to hdevans@cityofbarberton.com . Once this information is received, a copy of the spec book will be emailed. In order for bid proposals to be considered, the spec book **must** be in numerical order (with all pages, including the title page) and bound together (either by a binding comb or staples). Incomplete or unbound proposals will not be accepted.

Each bidder is required to furnish with its proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form, shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. Bid bond shall be 10% or more of bid payable to the City of Barberton as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured. Bid Bond shall be attached to the front cover of the proposal.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experiences on projects of similar size and complexity. The owner intends and requires that this project be completed no later than a date to be determined by the City of Barberton Service Director.

All contractors and subcontractors involved with the project will, to the extent practicable, use Ohio products, materials, services, and labor in the implementation of their project. Additionally, contractor compliance with the Equal Employment Opportunity requirements of Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972, and Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on public improvements in Summit County and the City of Barberton, Ohio as determined by the Ohio Department of Industrial Relations.

The City reserves the right to reject any and all bids and to award the contract to the lowest and best bidder.

The bids shall be sealed and marked in the lower left hand face of the envelope: "Bid for the Demolition of 25 more or less residential structures_in Various Locations in the City of Barberton," to be opened Thursday, February 26, 2026 at 10:00 A.M.

Todd Shreve, Service Director

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WAGE RATES

State Wage Rates Do Apply For This Project

Website: <http://wagehour.com.state.oh.us>

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS

The bidder's attention is directed to the necessity of examining the site of the proposed work. Bidders are also required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being prosecuted, before submitting a proposal, and the submission of a proposal will be deemed an acknowledgment that the conditions and difficulties that may be encountered in the execution of the work are fully and completely appreciated, and that the drawings, specifications and form of contract are fully understood, and that such methods and means in the carrying out of the contract must be employed by the Contractor as will not cause any interruption or interference with any other contractor.

Drawings, specifications and proposal forms can be obtained at the office of the City Building Commissioner by making a non-refundable payment of twenty dollars (\$20.00). If specifications are to be mailed / picked up; it will be the responsibility of the bidder to make arrangements for mailing. Checks should be made payable to the City of Barberton. Specifications may be requested by email at hdevans@cityofbarberton.com , at no charge.

Prospective bidders are advised that the City does not guarantee the location of utilities, both surface and subsurface, or the true character of any subsurface material as shown on the plans from data available at the time of survey and is not necessarily complete or correct. The exact location and protection of utilities and structures is the responsibility of the Contractor. During construction the Contractor shall use due diligence in protecting from damage all existing utilities and structures whether shown on the plans or not. If damage is caused, the Contractor shall be responsible for the repair or restoration of same to the satisfaction of the Engineer and for any resulting contingent damage.

Sealed proposals for this work, endorsed with the title of the work and the name of the bidder, will be received at the office of the Planning Commission until February 26, 2026 at 10:00 A.M. of the day set in the Legal Notice, at which hour the bids will be publicly opened and read.

Each proposal must contain the full name of the party or parties making same and all persons interested therein.

No withdrawal or modification of the proposal will be permitted after it has been submitted.

Each bidder agrees to waive any claim it has or may have against the Owner, the Architect/Building Commissioner and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS (Cont'd)

Proposals will be compared on the basis of the Build estimate of quantity of work to be done and materials to be furnished. These quantities are approximate only and the City expressly reserves the right to increase, decrease or omit any item that the Director of Public Service may deem advisable.

Prices stated in figures in the respective columns provided therefore in the proposal, must be submitted for each item and where the item involves both material and labor, a price for each must be stated separately in figures, and all in the proper columns provided in the proposal. If the total price bid for each item does not equal the sum of the prices bid for material and labor separately, the bid shall be considered informal.

Proposals in which the prices are obviously unbalanced may be rejected.

Failure to have performed satisfactorily any contract previously awarded to the bidder by the City may be considered sufficient cause for the rejection of his or their bid.

The proposal, with all the papers bound thereto, must be deposited unmutilated.

Unless otherwise specifically noted, all materials used on work under this contract shall meet the requirements of the Standard Specifications of the State of Ohio, Department of Highways, as published in the Construction and Material Specifications or other accepted standard specification if not covered by State of Ohio Specifications or approved materials as per City of Barberton Specifications. In all cases the most recent and revised specifications shall apply.

Bidders offering proposals for the furnishing and placing of any material of standard or patented nature may be required, prior to the awarding of the contract, to submit such material to tests as herein set forth or any may be required by the Building Commissioner. All material to be furnished and tests made at the expense of the bidder.

The bidder shall furnish with the proposal, evidence satisfactory to the Director of Public Service, of his experience with work of the character specified and of his financial ability to successfully and properly prosecute the proposed work to completion within the time stated.

INFORMATION FOR AND INSTRUCTIONS TO BIDDERS (Cont'd)

The bid bond accompanying the proposal may be in the form of a certified check made payable to the order of the City of Barberton. Should the proposal be rejected, then the check will be returned to the bidder, and should the proposal be accepted, then the check will be returned only upon the proper execution and securing of the contract. If the bidder to whom the contract has been awarded shall fail or refuse, within ten (10) days after being notified of such award, to execute a contract and furnish security in the amount required, then the certified check shall be retained by the City as liquidated damages, and not as a forfeiture, and the amount of the check shall be paid into the fund set aside for the City's portion of the cost of the proposed improvement.

When a proposal is accepted, and within ten (10) days thereafter, the bidder whose proposal is so accepted will be required to enter into a contract in form hereto attached and give bond in an amount equal to one hundred percent (100%) of the proposal, executed by a satisfactory surety, guaranty or trust company, or companies, authorized to do business in the State of Ohio, and having a local agent with authority to execute said bond in the form hereto attached.

The sufficiency of the security offered shall be determined by the City.

The attention of the bidder is specifically called to the paragraphs under "General Provisions" entitled Insurance and Worker's Compensation and Progress and Progress Estimates.

The City reserves the right to reject any and all bids and to award the contract to the lowest and best bidder.

State of Ohio Prevailing Wage Rates does apply to this project.

INFORMATION FOR BIDDERS

ETHICS REGULATION

Are you aware of any interest or potential interest in this contract that may be had by an individual who is connected to the City of Barberton? _____

If yes, please give the name of the individual and the nature of the interest, if known:

FAILURE TO QUOTE

If you do not quote, please return the bid, marking it "NO BID", stating reason thereon, and request that your name be retained on our mailing list, otherwise, your name may be removed from our mailing list.

LOWEST AND BEST RESPONSIBLE BIDDER (AWARD)

All bids will be awarded to the lowest and best responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous and existing compliance with related awards / laws / ordinances, availability of supply and repair parts, ability to provide future maintenance and service, delivery promise, terms of payment, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

If the successful bidder does not execute all contract documents in a timely manner, or for any reason does not comply with any and all contract requirements, the City may rescind the award and recover any loss or damages as a result of re-awarding the contract, including the difference in the amount of the original award and the difference in the amount of the second award, shall be at the expense of the company originally awarded the contract. Once this cost is determined, the company failing to comply with the contract award shall be directed to submit payment directly to the City of Barberton to cover costs incurred by the City.

INFORMATION FOR BIDDERS (Cont'd)

PRICING CLARIFICATIONS

Prices to remain firm. (Do not invoice other than quoted price.)

Invoicing is to be done by location, street address and City Permit number.

REJECTION OF BID

The City of Barberton, through its duly authorized constituted officials, reserves the right to reject any, part of any or all bids, to waive informality in any bid, to award the purchase in the best interest of the City and its Citizens, to hold all bids for 90 days before acceptance.

RESERVATIONS FOR REJECTION AND AWARD

The City also reserves the right to waive minor variation to specifications (interpretation of minor variances will be made by the City Service Director).

SAFETY STANDARDS

The bidder warrants that the product supplied to the City conforms in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 and its amendments and the State of Ohio and the failure to comply with this condition will be considered a breach of contract.

PROPOSAL

Barberton, Ohio _____, 2026

TO THE DIRECTOR OF PUBLIC SERVICE FOR THE CITY OF BARBERTON:

The undersigned proposes to demolish structures at various locations in the City of Barberton and do any and all work, and furnish any and all materials that may be necessary to do said work or connect the work done with the adjoining work in a proper and workmanlike manner, and in accordance with the drawings on file in the office of the City Building Commissioner of the Department of Public Service, and upon the terms and conditions of the specifications and Form of Contract bound herewith, together with the rules and regulations, resolutions and ordinances of the City, and any and all statutes of the State of Ohio hereto applying, and under the direction of the Building Commissioner, and at the unit prices specified in the proposal on Page 8 of these Specifications and Form of Contract.

The quantities in the column headed "Quantity" are those given in the Engineer's Approximate Estimate and are those which will be used in determining the total amount of each proposal for this improvement and for the purposes of determining the lowest bidder, but it is understood and agreed that these quantities are approximate only, and that the Contractor to whom the contract is awarded shall not be entitled to any claim for loss of profits, or greater or less than is herein given in said estimated quantity columns.

It is also hereby understood and agreed that the Director of Public Service has the right to reject any or all bids and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bid.

Bidder

By _____

Title _____

Address _____

BID ITEM

The undersigned having been familiarized with the existing conditions of the Project Area affecting the cost of the works, and with Contract Documents (which includes the invitation for Bids, Instruction to Bidders, The Bid Form, The Bid Bond Form, The Form of Contract or Agreement, Form of Non-Collusion affidavits, Addenda (if any), General Conditions, Special Conditions, Technical Specifications, Drawings (as listed in the schedule of drawings), and Form of Surety Bond or Bonds; as prepared by The City of Barberton, Ohio and on file in the Building Department, 576 W. Park Ave., Barberton, Ohio 44203, hereby proposed to furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services and to perform and complete all work required for the Demolition and Site Clearance:

The Demolition of 25 more or less unspecified Residential structures (1-2-3 family) 2½ stories or less, with a maximum base footprint of 1,300 square feet or less within the City of Barberton in accordance with the above listed documents.

The estimated cost of Demolition and Site Clearance of twenty-five (25) more or less structures, including overhead and without credit for salvage is the sum of:

_____ (Per Structure)

Dollars (\$) _____ (Per Structure)

Total Bid (\$) _____

Emergency Demolition (Per Structure Bid plus twenty-five (25%) percent: Dollars (\$) _____

Please note that Emergency Demolition when required will be paid with a twenty-five (25%) surcharge of the accepted per structure bid. Please see the Articles of Agreement, General Provisions, and Technical Specifications for more information on Emergency Demolitions.

Please note that State wage rates do apply for this project.

Please see specifications for instructions of demolition and removal.

The Contractor will perform all the work called for under this Contract with own forces?

Yes No

If the answer is No, the Contractor must provide information at time of contract execution detailing third party relationships.

Please specify approved C & D and Solid Waste Landfill(s) to be utilized. Landfill Names and Location:

Solid Waste: _____

C & D: _____

DATE: _____ NAME OF COMPANY: _____

SIGNATURE: _____

PROPOSAL AND BID FORM

The estimated quantities are approximate being given only as uniform basis for the comparison of bids, and the City reserves the right to increase, decrease or omit the amount of any class or portion of the work during the progress of construction without change to the unit price bid.

The bidder's total above is his total bid based on his unit prices and estimated quantities. This figure is for information only at the time of opening bids. The City will make the tabulation from the unit prices bid. If there is an error in the total by the bidder, it shall be changed as only the unit prices shall govern.

NAME OF COMPANY: _____

ADDRESS OF COMPANY: _____

NAME OF INDIVIDUAL SIGNING BID: _____

TITLE: _____

TELEPHONE NO: () _____ FAX NO: () _____

FEDERAL I.D. NUMBER: _____

THE BIDDER HEREBY AGREES THAT THE CITY HAS THE RIGHT TO REJECT ANY OR ALL BIDS.

A CERTIFIED CHECK IN THE AMOUNT OF \$_____ (OR BID BOND) IS ENCLOSED.

ACTUAL QUANTITIES MAY BE REDUCED, BECAUSE OF BUDGET RESTRAINTS.

**CONTRACTOR WILL COMPLETE WORK BY A DATE TO BE DETERMINED BY THE
BUILDING COMMISSIONER AND/OR SERVICE DIRECTOR AND AS STATED IN THE
TECHNICAL SPECIFICATIONS.**

All work authorized by the City must be completed by a date to be determined by the Service Director, unless written authorization to extend the time is provided by the Director of Public Service. See specifications for release of work requirements.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

TO: CITY OF BARBERTON
576 West Park Avenue
Barberton, Ohio 44203

PROJECT:

CONTRACT DATE:

State of Ohio
County of Summit

The undersigned, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with performance of the Contract referenced above for which the City or his property might in any way be held responsible.

EXCEPTIONS: (if none, write "None". If required by the City, the Contractor shall furnish bond satisfactory to the City for each exception.) _____

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required.

The following supporting documents should be attached hereto if required by the City:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the City, accompanied by a list thereof.

CONTRACTOR: _____

ADDRESS: _____

BY: _____ WITNESS: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires _____

NON-COLLUSION AFFIDAVIT

State of Ohio)
County of _____)

Bid Identification _____

Contractor _____ first duly sworn,
deposes and says that he/she 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 anyone else to put in a
sham bid, or that any one shall refrain from bidding; the 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 public body awarding the contract or any one 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/her 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/her general
business.

Signed: _____

Title

Subscribed and sworn to before me this _____ day of _____, 2026

Seal of Notary _____ Notary

PROOF OF RESPONSIBILITY

The contents of this questionnaire will be considered confidential.

If the City is not satisfied with the sufficiency of the answers to the questionnaire and financial statement, he may reject the bid or disregard the same, or require additional information.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder _____
2. Bidder's Address _____
3. When Organized? _____
4. Where Incorporated? _____
5. How many years have you been engaged in the contracting business under the present firm name?

6. Contracts on hand (attach list of present contracts, including a schedule as to estimated completion date and gross amount of each contract). _____
7. General character of work performed by your firm _____
8. Have you ever failed to complete any work awarded to you? Yes _____ No _____
If so, attach statement showing where and why.
9. Have you ever defaulted on a contract? Yes _____ No _____
If so, attach statement showing where and why.
10. Attach list of the more important contracts completed by your firm, including kind of work and approximate cost.
11. Attach list of your major equipment.
12. Attach statement of your experience in the construction of work similar in importance to this project.
13. Attach statement of background and experience of the principal members of your personnel, including the officers.
14. Credit available. Furnish written evidence, preferable from banks.

PROOF OF RESPONSIBILITY/STATEMENT OF BIDDER'S QUALIFICATIONS

15. Financial Statement

TOTAL ASSETS	\$ _____
TOTAL LIABILITIES	\$ _____
NET WORTH	\$ _____

16. Additional information may be submitted if desired.

Dated at _____ this _____ day of _____, 2026.

Name of Organization _____

By: _____

Title: _____

STATE OF OHIO)
COUNTY OF SUMMIT)
ss

_____, being duly sworn says that he is
_____, of _____ and that the
answers to the foregoing questions and all statements contained are true and correct.

Witness:

Signed:

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission expires:

DELINQUENT PERSONAL PROPERTY TAX
Section 5719.042 ORC

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was 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 the taxing district has territory or that such person was charged with delinquent personal property taxes on any such list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicated that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty (30) days of the date it is submitted.

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

**DELINQUENT PERSONAL PROPERTY TAX
AFFIDAVIT**

STATE OF OHIO
COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is

_____ of _____
(Sole owner, a partner, president, secretary, etc.)

the successful bidder on the attached contract with the City of Barberton for _____

and for the purpose of complying with Section 5719.042 of the Ohio Revised Code states that at the time the bid for said contract was submitted, said bidder _____ charged with
(was / was not)

delinquent personal property taxes on the general tax list of personal property of a county in which the City of Barberton has territory (Summit County). The amount of such due and unpaid delinquent taxes, penalties and interest thereon is as follows.

TAXES	PENALTIES & INTEREST	COUNTY
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____
\$ _____	_____	_____

(Affiant)

Sworn to and subscribed before me this _____ day of _____, 2026.

(Notary Public in and for)
My commission expires: _____

For Fiscal Officer's Use Only
Auditor
Contract No. _____
Copy Mailed to County Treasurer
Date _____ Initials _____

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

TO: CITY OF BARBERTON
576 West Park Avenue
Barberton, Ohio 44203

PROJECT:

CONTRACT DATE:

State of Ohio
County of Summit

The undersigned, hereby certifies that to the best of his knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: (if none, write "None". If required by the City, the Contractor shall furnish bond satisfactory to the City for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the City, accompanied by a list thereof.

CONTRACTOR:

ADDRESS: _____

BY: _____ (Witness)

Subscribed and sworn to before me this _____ day of _____, 2026.

Notary Public

My Commission Expires _____

**AFFIDAVIT OF CONTRACTOR
OR SUBCONTRACTOR**

PREVAILING WAGES

I, _____, of the _____,
(Name of person signing affidavit) (Title)

do hereby certify that the wages paid to all employees for the full number of hours worked in connection with the Contract to the Improvement, Repair and Construction

of _____
(Project and Location)

during the following period from _____ to _____ is in accordance with the prevailing wage prescribed by the contract document.

I further certify that no rebates of deductions for any wages due any person have been directly or indirectly made other than those provided by law.

(Witness)

(Signature of Office or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2026.

(Notary Public)

My Commission Expires _____

The above affidavit must be executed and sworn to by the officer or agent or the Contractor or Subcontractor who supervises the payment of employees, before the owner will release the surety and/or make a final payment due under the terms of the Contract.

AFFIDAVIT OF CORPORATION

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

The name of the individual swearing to the affidavit should always appear on the line marked "Name of "Affiant".

The affiant's capacity, when a partner or officer of a corporation, should be inserted on the lines marked "Affiant".

The affiant should sign individual name at the end, not partnership nor corporation name, and swear to said affidavit before a Notary Public, who must attach his seal.

(Name of Affiant)

being duly sworn, do _____ depose and say that _____

(Affiant)

Reside at _____

and that _____

(Give names of all persons, firms or corporations interested in the bid)

is or are the only persons interested with _____ in the profits of the herein contained Contract, and the said Contract is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work;

that the Contract is, on _____ part, in all respects fair and without collusion or fraud; and also that no member of the Council, head of any department or bureau or employee therein or any officer of the City of Barberton, is directly or indirectly interested therein.

Subscribed and sworn to this _____ day of _____, 2026, before me

(Notary Public)

(Affiant)

CONTRACT

NOTE: The Bidder is warned not to fill in any of the following blanks. After the contract is awarded the blanks will be filled in under the direction of the Director of Public Service.

ARTICLES OF AGREEMENT

Between the City of Barberton, party of the first part, and _____, party of the second part, for Demolition of 25 more or less unspecified residential (1-2-3 family) structures 2½ stories or less with a base footprint size of 1,300 square feet or less, including Emergency Demolitions of same types of structures located within Barberton, Ohio. This is a blanket contract covering the calendar year 2026. The maximum time for completion of individual demolition parcels upon release by the City shall be five (5) days. The maximum time for completion of emergency demolition upon release by the City shall be twenty-four (24) hours.

THIS AGREEMENT, made and entered into with _____ in the year Two Thousand _____ by and between the City of Barberton, and, Contractor;

WITNESSETH, that the said Contractor agreed, and by these presents does agree, with the said City, for the consideration hereinbefore mentioned in the proposal, to furnish at their own proper cost and expense all the necessary materials and labor of every description and to carry out and complete in a good, firm and substantial manner the improvement of: Demolition in the City of Barberton and in accordance with the drawings on file in the office of the Engineer of the Department of Public Service, and also in accordance with the specification of this contract hereinafter set forth, subject to such changes as may be made from time to time by the Director of Public Service of said City.

The provisions contained in the "Legal Notice", in "Information for and Instructions to Bidders", in the "Proposal", in the "General Provisions" and in the "Specifications", as well as in the drawings for this work on file in the Engineer's office, are hereby also embodied as part of this agreement.

All work under the agreement shall be completed in the time specified within this agreement.

Contract/Page 2

The specifications under which the work embraced in this agreement shall be performed are as follows: State of Ohio Department of Highways, Construction and Material Specifications, Latest Edition, referred to as the Reference Specifications and the Standard Specification of: The City of Barberton, Department of Public Service, Building Division.

The Contractor shall furnish and maintain during the term of this contract such general liability insurance coverage as shall protect the contractor and any subcontractor, performing work covered by this contract from claims for damages for bodily, personal, and/or advertising injuries, and claims for property damages and for product and completed operations liability, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be \$1,000,000 per occurrence with an aggregate limit of \$2,000,000 per year.

The Contractor shall hold the City harmless from any and all damages, losses, claims, demands, and actions of any nature whatsoever that may arise by reason of any negligence, reckless or intentional acts or omissions of the Contractor, its agents, employees, servants, or subcontractors in the performance of this contract. In case any action is brought against the City or any of its agents, officers, or employees, the Contractor shall assume full responsibility of the defense of this action including, but not limited to, the payment of reasonable attorney fees and all costs associated therewith. Upon the Contractor's failure to defend such action, the City reserves the right to defend such action and to charge all attorney fees and costs thereof to the Contractor.

This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have executed or caused to be executed by their duly authorized officials this Contract in quadruple, each of which shall be deemed an original, as of the year first written above.

THE CITY OF BARBERTON

Contractor

By _____
Todd Shreve, Service Director

By _____
Title _____

Witness:

Witness:

CITY OF BARBERTON

Before me, a Notary Public in and for the County of Summit and State of Ohio personally appeared the above named Todd Shreve who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed.

In Testimony whereof, I have hereunto affixed my name and official seal at Barberton, Ohio on the _____ day of _____, 2026

Notary Public

My Commission Expires _____

CONTRACTOR

Before me, a Notary Public in and for the County of _____ and State of _____ personally appeared the above named _____ who acknowledged that _____ did sign the foregoing instrument and that the same is his/her free act and deed.

In Testimony whereof, I have hereunto affixed my name and official seal at _____, _____ on the _____ day of _____, 2026.

Notary Public

My Commission Expires _____

NOTICE OF AWARD

To:

PROJECT DESCRIPTION: **DEMOLITION OF VARIOUS LOCATIONS IN BARBERTON, OHIO**

The City has considered the Bid submitted by you for the above described Work in response to its Advertisement for Bids dated February 26, 2026 and Information for Bidders.

You are hereby notified that your Bid has been accepted for items in the amount of \$ _____ per structure.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S PERFORMANCE BOND, PAYMENT BOND and CERTIFICATES OF INSURANCE (With "City of Barberton" named as "Additional Insured") within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds within ten (10) days from the date of this Notice, said City will be entitled to consider all your rights arising out of the City's acceptance of your Bid as abandoned and as a forfeiture of your Bid Bond. The City 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 City's Engineering Department.

Dated this _____

CITY OF BARBERTON, OHIO

By: _____
Todd Shreve, Service Director

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____,

this the _____ day of _____, 2026.

By _____

Title _____

CERTIFICATE OF DIRECTOR OF FINANCE

Barberton, Ohio

(date)

I hereby certify, as Director of Finance of the City of Barberton, Ohio, that the total amount of money, to wit:

_____ per structure (\$ _____), required and sufficient to meet and discharge the City of Barberton's portion of the within contract, agreement and obligation, and particularly for, during and within the present fiscal year of 20____, has been lawfully appropriated, authorized and directed to be used for such purpose, that same has not been exhausted, that said money is in the treasury of the City of Barberton, Ohio, or in process of collection, and placed to the credit of the appropriate fund from which it is to be drawn, and that same is free from any previous and outstanding obligations, certifications or encumbrances.

Jeremy Flaker
Director of Finance

APPROVAL OF BOARD OF CONTROL

Date _____

I hereby certify that pursuant to the authority conferred by law upon the Board of Control, and said Board, on the _____ day of _____, 20____, duly approved the foregoing contract and recommended that the Director of Public Service enter into the said contract on behalf of the City of Barberton.

William B. Judge
Board of Control

CERTIFICATE OF DIRECTOR OF LAW

I hereby certify the form and correctness of the above contract and bond.

Lisa Okolish-Miller
Director of Law

(date)

SURETY BOND

Know All Men by These Presents:

THAT WE, the undersigned

as Principal _____

As Sureties, are hereby held and firmly bound unto THE CITY OF BARBERTON in the

penal sum of _____
Dollars (\$_____) for the payment of which, well and truly to be made, we hereby
jointly and severally bind ourselves, our heirs, executors, administrators, successors as
assigns.

Signed this _____ day of _____, 20 ____

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That

whereas the above named Principal did on the _____ day of _____, 20 ____, enter
into a contract with the City of BARBERTON, which said contract is made a part of this bond,
the same as though set forth herein:

NOW, if the said _____ shall well and faithfully do
and perform the things agreed by

to be done and performed according to the terms of said contract, and shall pay all lawful
claims of subcontractor, material, men and laborers for labor performed and materials
furnished in carrying forward, performing or completing of said contract, including the
provisions regarding maintenance, materials, and workmanship as specified under "Retainer"
and "Guarantee"; we agreeing and assenting that this undertaking shall be for the benefit of
material man or laborer having a just claim, as well as for the obligee herein, then this
obligation shall be void, otherwise the same shall remain in full force and effect; it being
expressly understood and agreed that the liability of the surety for any and all claims
hereunder shall in no event exceed the penal amount of this obligation as herein stated.

Bond/Page 2

And the said surety, for value received, hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or terms of the contractor to the work or to the specifications.

Signed, sealed and acknowledged in the presence of:

CONTRACTOR

WITNESS

AFFIRMATIVE ACTION STATEMENT

In order to comply with Section 153.09 of the Revised Code, Contractor hereby agrees as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on his behalf shall, by reason of race, creed, sex, handicap, color, or disability under the Americans With Disabilities Act discriminate against any citizen of the State in the employment of labor or worker who is qualified and available to perform the work to which the employment relates;
2. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

Contractor shall indicate his compliance with the above provisions by affixing his signature in the space provided herein.

Contractor _____

Date: _____

Signed By: _____

Title: _____

LIST OF SUBCONTRACTORS

The contractor submitting this bid shall list all subcontractors who will work on this project. **No other subcontractor than those listed will be permitted to work on the project. Failure to fill out this page may be considered sufficient reason to reject the bid.** If no subcontractor will be used, write "**NONE**".

EXPERIENCE RECORD

In the space below, the bidder shall list work of a similar character that he has done, and shall give reference and other data sufficiently detailed to enable the City of Barberton to judge his ability, experience, and responsibility. The bidder shall show that he has sufficient organization and equipment to properly carry on the work in accordance with the provisions of the Contract Documents. **BIDDER SHALL HAVE AT LEAST TWO (2) YEARS EXPERIENCE ON PROJECTS OF EQUAL SIZE.**

EQUIPMENT

GENERAL PROVISIONS

DEFINITIONS

The term "City" wherever used in these specifications shall mean City of Barberton, acting through its Director of Public Service or his properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

The term "Director" where used shall mean the Director of Public Service of the City of Barberton, or his properly authorized agent.

The term "Building Commissioner" where used shall mean the City Building Commissioner of the Department of Public Service of said City or his properly authorized agents to the extent of the powers in them vested.

The term "Contractor" wherever used in these specifications shall mean the party of the second part entering into contract with the City for the performance of this work, or his properly authorized agent.

The term "Salvage" means all building materials, equipment, appliances, and fixtures incorporated in the buildings and structures to be demolished, and other equipment or appurtenances, unless specifically exempted, located upon the real property within the demolition area, which the Contractor deems as having sufficient value to justify the reclaiming.

The term "Emergency Demolition" means demolition and clearance due to imminent collapse, damage from fire or other natural disaster, or immediate response is necessary to prevent or lessen loss of, or damage to, life, health, property, and/or essential public services.

Wherever in the specifications or upon the drawings, the words, directed, required, permitted, ordered, designated, prescribed, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the city is intended, and similarly the words approved, acceptable, satisfactory, or words of like import, shall mean approved by, acceptable, or satisfactory to, the City, unless otherwise expressly stated.

DECISIONS

All work under this contract shall be done to the satisfaction of the City, which shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of this contract on the part of the Contractor, and the City's determination and decision thereon shall be final and conclusive; and such determination and decision in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any moneys hereunder.

General Provisions

ORDERS TO CONTRACTOR

The address given in the bid or proposal upon which this contract is founded is hereby designated as the place where all notices, letters and other communications to the Contractor shall be mailed or delivered. The delivering at the above-named place, or depositing in a postpaid wrapper directed to the above place, in any post office box regularly maintained by the post office, of any notice, letter or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to the City. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the Contractor personally.

The Contractor must have on the work at all times, during his absence a foreman, superintendent, or other competent representative, to whom orders and instructions may be given. Such orders shall have the same force and effect as if given directly to the Contractor.

SUBLETTING OR ASSIGNING

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or contracts, or any portion thereof, or of his right, title, or interest therein without written consent of the City Engineer. A copy of any such subcontracts must be furnished to the City Building Commissioner. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50 percent (50%) of the total contract cost, except as set forth in paragraph (2) hereof. The term "his own organization" shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime Contractor. An assignment of contract work is considered synonymous with a subcontract to perform work.

To determine whether the Contractor is in compliance with the requirement that he perform with his own organization contract work amounting to not less than 50 percent (50%) of the total contract price, the following criteria shall apply:

- (1) The contract amount upon which the 50 percent (50%) requirement is computed shall include the cost of materials and manufactured products which are to be purchased and produced under the contract provisions.
- (2) Any items designated in the contract as "specialty items" may be performed by subcontractor and the cost of such specialty items so performed by subcontractor may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his organization. However, in no event shall the Contractor perform less than 35 percent (35%) of the total contract cost. No subcontract, or transfer of contract, shall release the Contractor of his liability under the contract and bonds.

General Provisions

MODIFICATION OF CONTRACT

The City may, when deemed necessary, make alterations and modifications in the specifications and plans for the work, or may omit from the work covered by this contract any portion thereof, or may order extra work done, with written consent. The price to be paid for the work under such altered and modified contract shall be agreed upon in writing endorsed upon the original contract, and signed by both parties to this contract. It is expressly agreed and understood that such alterations, additions, modifications or omissions shall not in any way violate or annul said contract, and the Contractor hereby agrees not to claim or bring suit for any damages, whether for loss of profits or otherwise, on account of these changes. Whenever, during the progress of the work, any additional work, change, or modification in the work contracted for is agreed upon as aforesaid, such additional work, change or modification shall be considered and treated as though originally contracted for, and shall be subject to all the terms, conditions and provisions of the original contract, except that a material increase of work will be deemed proper ground for extending the time of completion by an amount to be determined by the City and to be stated and agreed to in said modification.

Alterations and modifications made under the terms of these specifications shall in no way release or affect the liability and surety on the bond given by the Contractor.

EXTRA WORK

Unforeseen circumstances may require work, not covered by the unit and lump sum prices stipulated in the proposal, in which case, the Contractor shall do any work incidental to the proper completion of the Contract, not herein otherwise provided for, if, when and as ordered in writing by the Director.

Where such work is ordered, the transaction must be treated as a modification of the contract and the prices must be mutually agreed upon and a supplementary contract entered into as provided under "MODIFICATION OF CONTRACT".

Any such work, the price for which cannot be mutually agreed upon, shall be paid for, at cost plus fifteen (15) percent. In figuring costs of labor, no charge will be allowed for time of foremen or superintendents, administration, etc., it being understood that such is included in the (15) percent. In all cases of such extra work, the Engineer or Inspector will prepare daily reports shall be signed by the Inspector and Contractor or foreman and filed immediately with the Building Commissioner; the Contractor shall prepare statements of cost of materials immediately after the completion of the particular work and transmit them to the Engineer. If the work extends over more than one week, statements must be made at the end of each week.

General Provisions

LAWS AND REGULATIONS

The Contractor shall keep himself fully informed of, as well as prosecute the work in accordance with, all State and City laws hereto applying, municipal ordinances, and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders, and decrees of bodies or tribunals having any jurisdiction or authority over the same. He shall also himself observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and to protect and indemnify the City against any claim or liability arising from or based on the violation of such law, ordinance, regulation, order or decree by himself, his agents or employees.

LIABILITY OF CONTRACTOR FOR PATENTS, INJURIES, ETC.

The Contractor shall take all responsibility for the work, and take each and every precaution necessary for preventing injuries to persons and property on or about the work; shall bear all losses resulting to him on account of the amount or character of the work, or because the nature of the ground on which the work is done is different from what was estimated, expected, or that indicated on the drawings; or on account of the weather, floods, elements or other cause; and he shall assume the defense of, and indemnify and save harmless the City and its individual officers and agents, from all claims relating to labor and materials furnished for the work; to inventions, patents and patent rights used in doing the work; to injuries to any person or corporation received or sustained by or from the Contractor, his agents or employees in doing the work, or in consequence of any improper materials, methods, implements or labor used therein; and to any act, omission or neglect of the Contractor, his agents or employees therein.

If the Contractor shall claim compensation for any damages sustained by reason of an act of the City, he shall, within five days after the sustaining of such damage, make a written statement to the City of the nature of damage sustained. On or before the fifteenth day of the month succeeding that in which any such damage shall have been sustained, the Contractor shall file with the City an itemized statement of the details and amount of such damage, and unless such statement shall be made as thus required his claim for compensation, may be forfeited and invalidated, and he shall not be entitled to any payment on account of such damage.

The Contractor will also protect the public by such barricades, lights or watchmen as may be necessary, and will guard and keep safe the City and all claims for damages arising from such neglect.

The mention of any specific duty of liability of the Contractor in any part of the specifications shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the specifications, said reference to any specific duty or liability being merely for purpose of explanation.

General Provisions

WORKERS' COMPENSATION AND INSURANCE

The Contractor shall not begin work under this contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Director of Public Service. The Contractor shall not allow any Subcontractor to begin work on his subcontract until all such insurance required of the Subcontractor has been obtained and approved.

Workers' Compensation

The Contractor shall take out and maintain during the life of this contract adequate Workers' Compensation Insurance for all his employees at the site of the project. The Contractor shall reimburse the City for any expenses paid to injured City employees through Worker's Compensation when injury has been caused by negligence of the Contractor or Subcontractor. In case of any of the work being sublet, the contractor shall require the Subcontractor similarly to provide Workers' Compensation Insurance for those employees not covered by the Contractor himself. In case any group of employees engaged in hazardous work under this contract cannot be protected under the Workers' Compensation statute, the Contractor shall provide or cause the Subcontractor to provide other adequate insurance for those employees not otherwise protected.

Public Liability Property Damage Insurance

The Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and any subcontractor performing work covered by this contract from any claims for damages, for personal injury, including wrongful death, as well as claims for property damages, which may arise from the operations under this contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by either of them. In addition, the Contractor shall cause the City of Barberton, Ohio, to be made a named insured under the bodily injury and property damage liability.

Amounts

The aforementioned liability insurance policy shall be in the following amounts: not less than \$1,000,000, per person, for bodily injury and not less than 2,000,000, per occurrence, and not less than \$1,000,000, per occurrence, for property damage. These limits (\$1,000,000/1,000,000 bodily injury) shall include coverage for wrongful death.

The Director of Public Service may however, accept insurance covering a Subcontractor in character and amounts less than the standard requirements set forth above where such standard requirements appear excessive because of the type or extent of the work to be performed by such Subcontractor.

General Provisions

Certificates

Worker's Compensation Certificates and one facsimile or certified copy of all insurance policies or a certificate thereof, properly executed by duly authorized agent of the insurance company shall be attached to each copy of the contract.

DRAWINGS AND SPECIFICATIONS

The drawings and specifications are intended to be explanatory and supplementary of each other, but should any discrepancy appear or any misunderstanding arise as to the import of anything contained in either, the explanation of the City shall be final and binding on the Contractor. Any correction of errors or omissions in drawings and specifications may be made when such correction is necessary for the proper fulfillment of their intentions as construed by the City.

Any correction in the drawings and specifications made pursuant to the provisions of this paragraph shall not be retroactive, but will take effect at the date of notification to the contractor of such correction.

It is intended that the work shall be constructed in accordance with the best practice and with due regard for the safety and security of the sewers or other structures, and in the event of any doubt as to the meaning of any portion of the contract, specifications, drawings, supplementary drawings or instructions of the Building Commissioner, the same shall be understood to call for the best type of construction, both as to materials and workmanship.

Any work, material, or equipment, not herein specified, or shown on the drawings, but which by reasonable implication should not have been include in this contract, shall be done, or furnished by the Contractor with additional payment thereof.

LINES AND GRADES

All work done under this agreement must be in accordance with the lines, grades and instructions as given by the City. The Contractor will be required to furnish such materials and give such assistance as may be required, and shall notify the City twenty-four (24) hours in advance of any need for its services in setting stakes for lines or the giving of grades for the work. The Contractor will be responsible for the protection of all marks placed for his information or convenience or that of the City until such time as permission is given for their removal.

General Provisions

SUNDAY AND NIGHT WORK

Please see the Technical Specifications.

STARTING WORK

The Contractor shall commence the work embraced under this contract immediately after written notice to start or by mutual consent on the day specifically stated in said written notice, and no extension in the time of completion as called for in the specifications shall be granted for failure to start on the day stated in the written notice, except as herein provided otherwise.

The work shall be commenced at such point or points as the City may direct.

Whenever, in the opinion of the City, it is deemed that certain portions of the work be done immediately, the Contractor upon written order shall proceed with such work without delay. Should he fail to so proceed, the City may do or cause to be done such work, and will deduct the cost of such work from any money due the Contractor under this contract.

If the work done under this contract conflicts with other work for or by the City or with its consent, the City shall determine the time and order of procedure of the operations carried under this contract.

PROGRESS

At the time of the start of work on this contract the Contractor shall prepare and submit to the Building Commissioner a program of construction and progress he expects to accomplish in order to fully complete the whole of the work in the time for completion, as stated and agreed upon in the "Articles of Agreement."

Failure at any time to maintain a rate of progress which in the opinion of the Service Director is sufficient to assure the completion of the stipulated work within the time specified shall be sufficient cause for suspending payments on progress estimates until said rate of progress is being maintained.

General Provisions

WORK EMBRACED

The Contractor shall do all work and furnish all the materials, except as herein otherwise specified, necessary or proper for performing and completing the work herein specified; but in no case will any work in excess of such requirements be paid for unless ordered in writing by the City. The methods and appliances used therefor must be such as will produce a satisfactory quality of work and ensure safety to the public and to property.

INSPECTION

No material of any kind may be used in any work until it has been inspected and accepted by the City. The Contractor shall furnish proper samples for tests and all labor necessary in handling such material for inspection. All materials rejected must be properly removed from the vicinity of the work. Materials or workmanship found at any time during the period of this contract to be defective shall be promptly replaced or remedied by the Contractor, regardless of previous inspection.

RIGHT OF ENTRY

The Building Commissioner, his assistants and agents, together with other parties who may enter into contracts with the City for doing work within the territory covered by this contract, shall for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities thereof. Furthermore the Service Director, his assistants and agents shall at all times have immediate access to all places of manufacture where materials are being made for use under this contract, and shall have full facilities for inspecting the same.

FIELD INSPECTION

The field inspection of the work, testing of materials, giving of lines and grades, preparation of general and detail drawings, together with the preparation of partial and final estimates, will be done by the City. The inspection and supervision by the City is intended to aid the Contractor in supplying all material and in doing all work in accordance with drawing and specifications, but such inspection shall not operate to release him from any of his contract obligations.

INCOMPETENT WORKMEN

Incompetent, careless, or disorderly workmen or foremen will not be permitted on the work site, and any such persons shall immediately be discharged by the Contractor upon complaint of the City, and they shall not be re-employed on this contract without consent of the City.

General Provisions

MAINTAINING SUB-SURFACE STRUCTURES

Subsurface structures encountered in the prosecution of the work shall be protected and maintained in complete operation, unless permission for their removal or relocation is given.

Existing subsurface structures, including old sewers, abandoned drains, etc., which may appear within the limits of the excavation, shall be removed if required by the City but such removal will not be paid for separately, being included in the price paid for the excavation or other items including such excavation.

RIGHTS-OF-WAY

Wherever it is required as a part of the contract to perform work within private property, or in rights-of-way, such work shall be done in conformity with all agreements between the City and such owners, and whether or not such a condition be part of the agreement, care shall be taken to avoid injury to the premises entered, which premises shall be left in a neat and orderly condition by the removal of rubbish, construction materials, equipment, the grading or removal of surplus excavation and the restoration of said private property to the same general condition as the time of entry for the work to be performed under this contract. Sewer agreements or easements for such private properties through which the sewer is to be constructed are on file in the office of the Building Commissioner and Contractor will be required to meet all conditions and provisions contained therein.

STOPPING WORK

The City, on account of public necessity, adverse weather conditions, or for other cause, may order any or all work suspended, and thereupon the Contractor shall neatly pile up all materials, provide and maintain board walks and crossings, and take other means to properly protect the public and the work and to facilitate traffic. In case of such stoppage of work, the time allowed for the completion of the work shall be extended in an amount equal to that for the secession period, and the Contractor shall be entitled to no additional claim for damages.

ABANDONED WORK

If the work to be done under this contract shall be abandoned by the Contractor, or if this contract or any part thereof shall be assigned or the work sublet without previous written consent of the City, or if at any time any official of the City or any employee thereof shall become directly or indirectly interested in this contract or in furnishing the supplies or performing the work thereunder, or in any portion of the profit, thereof, or if at any portion of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions of the contract; then and in any such case the City may notify the Contractor in writing to discontinue all work or any part thereof.

General Provisions

SURETY'S OPTION

A copy of the notice shall be given to the Surety Company or their authorized Barberton agent or representative. Upon the service of such notice, the Contractor shall discontinue the work, whereupon the Surety may, at its option, assume the Contract, and proceed to perform the same, and may, with the written consent of the City sublet the work or any portion of the work; provided, however, that the Surety shall exercise its option within two (2) weeks after the date of the service of such notice to discontinue work. The Surety, in such event, shall take the Contractor's place in all respects and shall be paid by the City for all work performed by it in accordance with the terms of the contract.

CITY MAY COMPLETE CONTRACT

In case the Surety does not, within the hereinbefore time of two (2) weeks, exercise its right and option to assume this contract, then the City shall have the power to complete by contract, or otherwise, as it may determine, the work in default, and for such completion the City for itself or for its agents may take possession of and use or cause to be used any materials, machinery, equipment, or tools provided by the Contractor for this work, and may procure or cause to be procured other materials, machinery, equipment, or tools for the completion of the work, and the cost and expense thereof shall be charged to the Contractor, or the Surety.

All expenses, including those of re-letting, incurred at the instance of, and charged under the foregoing clauses, or by virtue of this contract, shall be deducted from and paid by the City out of any moneys then due or to become due the Contractor under any be virtue of this contract or any part thereof. In case such expense shall exceed the amount which would have been payable under the contract if the same had been completed by the Contractor, the Contractor or the Surety shall pay the full amount of such excess to the City; but should such expense be less than the amount payable under this contract had the same been completed by the Contractor, he shall receive the difference, after deducting the amount retained as hereinafter specified under the "Guarantee", but shall not be entitled to damages for not being allowed to complete the work himself.

INJUNCTIONS

If legal obstructions to the prosecution of the work arise, the delay shall operate to extend the time for the completion of the part or parts of the work obstructed and for the length of time the obstruction continues and no longer, but no damages shall be claimed or allowed the Contractor or any such delay.

EXTENTION OF TIME

Whenever within the limits of the contract time, fixed as herein specified, floods or other unforeseen acts of Providence operate to delay the completion of the work, the Director of Public Service may extend the time of this contract by such amount as may be certified in writing.

Rainy, stormy or freezing weather will not be regarded as sufficient cause for the extension of contract time, except when excessive or prolonged.

General Provisions

CLEANING UP

The Contractor shall remove surplus excavated materials and materials for construction as the work progresses, and shall render the street suitable, safe and convenient for traffic. Before final acceptance of the work, the Contractor shall clean the street surface, walks, gutters, fences, lawns, private property, rights-of-way and structures, leaving them in a workmanlike condition and as good as originally found, and shall remove all machinery, tools, surplus materials, temporary buildings and other structures from the site of the work. Furthermore, the sewers, manholes, inlets, etc., shall be cleared of all scaffolding, centering, rubbish, dirt, dams or other obstructions.

DEFECTIVE WORK

If the work, or any portion thereof, shall be damaged in any way, or if defects not readily detected by inspection shall develop before the final completion and acceptance of the entire work, the Contractor shall forthwith make good without additional compensation, such damage or defect, all in a manner satisfactory to the Building Commissioner. All such work or material which develops defects before the final completion of the entire work shall be removed and replaced by the Contractor without compensation, notwithstanding that it may have previously passed the prescribed inspection tests.

If the Contractor shall fail to replace any defective or damaged work or material within a reasonable time after receiving notice, the Building Commissioner may cause such work or material to be replaced and the expense thereof shall be charged to the Contractor and the amount deducted from any moneys due or about to become due the Contractor. Failure or omission on the part of the Building Commissioner, or of any of his assistants, or agents, to condemn defective or inferior work or material, shall not imply acceptance of the work or material or release the Contractor from the obligation of tearing out, removing and properly replacing the defective or inferior work or material, without compensation and at his own cost and expense at any time upon the discovery of said defective work or material prior to the final acceptance of the entire contract and the release of the Contractor by the City of Barberton notwithstanding for payment, or that partial payments may have previously been made on the same.

General Provisions

TIME FOR COMPLETION

The time for the completion of the work in all its parts is that stated in the Articles of Agreement, and the Contractor, in the event of non-completion of the work herein contracted for within the specified time, shall be liable for the wages of all inspectors and cost of engineering services on the improvement subsequent to the said time of completion unless, for reasons acceptable to the City, the Director of Public Service shall extend the time of completion. It is also understood and agreed that the amount so charged is not of the nature of a penalty, but is liquidated damages to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages, the Contractor or his Surety shall pay the difference to the City.

- A. The contractor shall commence work under this contract immediately following the date stated in the written notice to the contractor to proceed. All work included shall be completed by the date established by the contract, but not exceeding a date to be determined by the Service Director.
- B. Upon failure to have all work completed within the period of time above mentioned, the contractor shall forfeit and pay, or cause to be paid, to the City of Barberton for and as liquidated damages to be deducted from any payment due or to become due to the said contractor, the sum set forth in the following Table for the size of contract, for each and every day thereafter that the said work remains in an unfinished condition:

<i>Dollar Amount of Contract</i>	<i>Dollars Per Day</i>
\$0 to \$100,000.00	\$ 100.00
\$100,000.01 to \$500,000.00	\$ 250.00
\$500,000.01 to \$1,000,000.00	\$ 500.00
\$1,000,000.01 to \$10,000,000.00	\$1,000.00
\$10,000,000.01 and up	\$2,000.00

- C. Bids submitted under this proposal are acknowledged by the City to be conditioned that the Contractor not be prevented, due to strikes or other disruptions affecting sources of supply or the normal progress of the work, from obtaining the materials necessary to carry out his contract and to complete the construction covered thereby. This does not mean the City is responsible to the contractor for delays of this nature, therefore the City will not be held liable for contractor's failure to complete his project within the time limits due to these or any other similar cause. The contractor will be required to provide evidence that the above mentioned disruptions did affect the progress of the work.

General Provisions

MEASUREMENTS

No extra or customary measurements of any kind, unless specially noted, will be allowed in measuring the work under these specifications; but the length, area, solid contents, or number only shall be considered as the basis for payment as hereinafter specified.

Where the computation of areas or volumes by exact geometric methods is unduly laborious or refined, the planimeter will be held an instrument of precision, and will be used in the determination of quantities upon which payments are based.

The measurements of the City as to the work done shall be final and conclusive. In regards to the residential demolition program, please measurements in the Technical Specifications.

PRICES

The City shall pay and the Contractor shall receive the prices herein stipulated as full compensation for everything furnished and done by the Contractor under this contract, including all incidental work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work, or from action of the weather, floods, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by or in consequence of the suspension or discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein provided, together with the remedying of all defects developing during the period for which the work is under Guarantee.

PAYMENTS

The payment for work done under any item contained in the proposal or in any supplementary contract shall cover the furnishing of all labor and materials necessary to the construction and completion of such item, including any necessary excavation of all materials, whether earth, rock, muck, logs, old structures, etc., as well as draining, pumping, maintenance of flow in existing sewers and drains, sheeting, bracking, cofferdamming, backfilling, embankment, removal of surplus materials, cleaning-up and the restoration of the street surface.

Payments will be made upon the work done within the mines prescribed by the drawings or specifications, and in accordance with the unit prices for the items under which the work is done.

General Provisions

PROGRESS ESTIMATES

If the Contractor proceeds satisfactorily with the work under this contract and complies with all the terms and conditions thereof, estimates of the work done shall be made by the Building Commissioner monthly, and upon approval by the Director of Public Service, Ninety-two per cent (92%) of the total cost at contract unit or lump sum prices for the work thus estimated, less the amounts already paid and any sums to be kept or retained as provided by the Contract shall be paid to the Contractor. Such payments shall not be an acceptance of the work done, and no work shall be accepted until the work contracted for is fully completed, or as provided otherwise in these specifications.

FINAL ESTIMATE

The Contractor shall certify that all claims for materials and labor have been satisfied prior to the release of the final estimate. After all the work has been completed and accepted, ninety-six (96) percent of the value, at contract unit or lump sum prices, or the amount of work shown by the Engineer's certificate of total cost, less the amounts already paid on monthly estimates and any sums to be kept or retained as provided by the contract, shall be paid the Contractor, and the remaining four (4) per cent shall be retained and disposed of as hereinafter provided. All prior partial estimates and payments shall be subject to correction in the Building Commissioner's certificate of "Total Cost".

LAST PAYMENT TO TERMINATE LIABILITY OF CITY

No person or corporation, other than the signer of this contract as Contractor, has now any interest hereunder, and no claim shall be made or be valid, and neither the city nor its agents shall be liable for, or held to pay any money, except as provided in the section "Retainer". The Acceptance by the Contractor of the last payment made as aforesaid shall operate as and shall be release to the City and agents thereof, from any and all claims and any liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the City, or of any person relation to or affecting the work, except the claim against the City for the remainder, if any there be, of the amount kept or retained as provided in the section "Retainer".

RETAINER

The City will retain four (4) percent of the total cost of the work by the Contractor for the Guarantee period of one year from the date of approval of the Building Commissioner's certificate of "Total Cost" by the Director of Public Service, which retainer shall be placed in the city depository. If the Contractor shall have complied with all the requirements of his contract in keeping said completed works in good and proper repair, and shall have remedied any all defects that upon order of the Director of Public Service, the Contractor shall receive the amount retained. But if the Contractor shall fail to make all necessary repairs as indicated by the Building Commissioner at any time during the above period, then the City shall have power to expand all or such parts of the amount so retained not to be sufficient to make the required repairs, the Contractor or his surety shall upon notice make good the deficiency.

At the expiration of the one year guarantee period, as above specified, whatever remains in the fund to the credit of the Contractor, shall be paid to the Contractor.

General Provisions

GUARANTEE

The Contractor hereby agrees that all defects developing in the work under this contract, whether in public or private property, arising out of the use of defective materials or improper workmanship in the construction thereof, which may become apparent during the period of one year after the date of the approval of the Building Commissioner's Certificate of "Total Cost" by the director of Public Service, shall be remedied and without expense to the City. The City shall notify the Contractor in writing by stating the defects and repairs to be made, and the Contractor agrees to remedy such defects and to make such repairs when and as directed by the City, and to start said work, within five (5) days from the date of said notification, and upon his failure to start or do the said work, the City may, at the expiration of the five (5) day period, cause the said defects to be remedied and the repairs to be made, and shall charge the full cost and expense thereof to the Contractor or his surety.

NO ESTOPPEL

The City shall not be precluded or estopped by any return or certificate made or given by it from at any time either before or after the final completion and acceptance of the work, and payment therefor pursuant to any such return or certificate, showing the true and correct amount and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such return or certificate is untrue and incorrect or improperly made in any particular, or that the work or materials or any part thereof, do not in fact conform to the specifications; and the City not be precluded or stopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications. Neither the acceptance by the City, nor any order, measurement, or certificate by the City, nor any order for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the City, nor any extension of time, nor any possession taken by the City, or its employees, shall operate as a waiver of any portion of this contract or of any power herein reserved to the City, or any rights to damages herein provided; nor shall any waiver of any breach of this contract be held to be a waiver of any other or subsequent breach.

General Provisions

WAGE RATES

The Contractor will be required to assist the City in complying with the requirements of Amended House Bill No. 1170 which amended Section 4115.99 and enacted 4115.071 of the Revised Code.

For purposes of complying with such requirements, the City Building Commissioner is designated and appointed as Wage Coordinator during the life of this contract. The Contractor and each Subcontractor, at the beginning of performance of this contract, shall provide to the Wage Coordinator the dates during the life of the contract when payments of wages to employees are to be made.

The Contractor and each Subcontractor shall within three (3) weeks after each pay date, provide a copy of his complete payroll for each date, exhibiting for each employee paid, **his name, current address, Social Security number, number of hours worked each day during the pay period and total for each week, his hourly rate of pay, his job classification (State page number as shown in the prevailing wage rates enclosed in this contract), fringe payments and deductions from his wages.** The payroll shall be certified by each Contractor, Subcontractor as correct and complete and that the wage rates shown are not less than those required by the Contractor. Failure to provide the required information will be considered sufficient cause for the City to withhold payments to the Contractor in accordance with the provisions of Section 4115 of the State of Ohio Revised Code.

The wages to be paid for a legal days work to laborers, workmen, mechanics, etc. engaged in work under this contract at the site of the project in the trade or occupation listed below, shall be not less than the wage rate set opposite the same, as predetermined by the DEPARTMENT OF INDUSTRIAL RELATIONS of the State of Ohio in accordance with Section 4115 of the General Code of Ohio and the following schedule entitled "Minimum Wage Rates".

IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO KEEP THE PREVAILING WAGE RATES UPDATED.

THE WEB SITE IS: <http://wagehour.com.state.oh.us>

General Provisions

TAXES

Municipalities are exempt from Federal Excise and State Sales Tax, but subject to State Excise Tax.

All bidders must submit their Federal Tax Identification Number on Pages 8 & 9. Bids without Federal Tax I.D. Number may not be accepted.

The successful bidder will be required to sign a statement as to whether he does have or does not have delinquent PERSONAL PROPERTY TAXES, as per State of Ohio Code 5719.04.2 & 5719.042; and City of Barberton Income Tax as per City Codified Ordinance Number 880.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY NOTIFICATION

Pursuant to the United States Environmental Protection Agency Regulations governing asbestos removal from demolition projects involving COMMERCIAL STRUCTURES AND RESIDENTIAL (APARTMENT) STRUCTURES, please note that the Contractor **WILL** be responsible for, 1) the filing of the Ohio Environmental Protection Agency Notification of Demolition and Renovation Form, 2) Payment of State of Ohio E.P.A. Fees. The associated costs for the notification shall be included in the overall bid. A copy of the EPA notification must be submitted to the City prior to invoicing.

Notification Forms May Be Obtained From:

Akron Air Quality Management
146 South High Street
Room 904
Akron, OH 44308
330-375-2480

Please note that the Contractor is not responsible for any environmental surveys/assessments or abatement work related to any structures to be included in this agreement.

CITY OF BARBERTON BUILDING PERMIT

Pursuant to City of Barberton regulations, a Building Permit issued from the City of Barberton Building Department is required for each demolition project. It will be the responsibility of the Contractor to obtain the required Building Permit and to pay any fees associated with such. The Permit cost shall be included in the overall bid. The fees are as follows:

Barberton Razing Permit: \$80.00

BUILDING DEMOLITION

SPECIFICATIONS

PART 1

DESCRIPTION OF WORK

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work of all encompassed locations.

PART 2

MATERIAL

THIS SECTION IS NOT USED.

PART 3

DEMOLITION

3.1. PROTECTION OF EXISTING FACILITIES

The contractor shall, as soon as he receives a Notice to Proceed with the work, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons.

The contractor shall protect all existing equipment, pavements, tracks, poles, utilities, etc., which are not affected by demolition work.

3.2. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor as is owned by the City of Barberton, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Barberton a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

3.3. DEMOLITION REQUIREMENTS

- A.** Demolition and removal of all subject structures.
- B.** The contractor shall provide, erect and maintain a temporary six feet high, cyclone-type fence posted with "No Trespassing" signage for demolition site including storage and staging areas. The site shall be secured and locked at the completion of each days work with three keys provided to the City of Barberton. The fencing shall remain until completion of all demolition. The cost of the

fencing will be borne by the contractor and part of the lump sum bid. **This requirement may be waived by the City for residential structures.**

- C. Prior to the start of demolition, the contractor shall provide a plan for truck traffic from the project site to the city limits. This plan shall be submitted and approved by the City of Barberton's Safety Director. All trucking for the demolition shall only travel on approved truck routes. Upon approval of the routes, the contractor shall have a video roadway survey performed of all lanes of the route including curbs and returns within city limits. A copy of the tape shall be submitted to the City Engineer to determine if any damage to the city facilities in the roadway right of way has occurred as a result of the demolition project and hauling. The contractor is responsible for any such damage. The cost of the roadway video survey will be borne by the contractor and part of the lump sum bid. **This requirement may be waived by the City for residential structures.**
- D. The removal of the structure and all appurtenances and removal of all exterior foundation walls completely.
- E. Removal of all other walls, partition walls, columns, piers, beams, or other projections.
- F. Removal of all Basement floors or breaking up of floors into no larger than one (1) foot squares so that water cannot collect. The Basement area shall be clean of all wood, combustibles, trash, spoil, debris, and all other questionable material.
- G. Utility lines.
- H. **Demolition shall include the removal of all** site concrete/pavement, including drive aprons, all accessory structures, fences, retaining walls, driveways, driveway approaches, poles, guardrails, paved/concrete playground and parking areas, underground storage tanks, cisterns, associated tank liquids and similar items that may be found on individual parcels. The entire demolition site shall be cleared of all trash, junk, debris, rubbish, wood, solid waste, hazardous waste, **tires**, furniture, toys, recreational equipment/items, miscellaneous similar items prior to completion of site demolition.
- I. Seal storm and/or sanitary sewers leading from buildings being demolished at the **Right-of-Way**. It is the responsibility of the contractor to have the sanitary/storm seal inspected by the City of Barberton Utilities Dept. For inspection, contact **330-848-6720**. **Sewer capping specification detail is located in this contract.**
- J. The City of Barberton Water Department, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated. The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by contractor and shall be to the satisfaction of the City of Barberton Water Department with written approval by them.
- K. Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company, cost will be borne by the contractor and a part of the lump sum bid. For residential structures, the City *may* execute removal through the gas company.
- L. The contractor shall furnish the disposal site for all demolition materials and provide the City of Barberton with a copy of disposal records.
- M. The contractor shall take whatever steps necessary to control dust during demolition and removal of any debris falling on the haul road or public streets and keep said streets clean and free of dirt and debris, protect storm water and keep all inlets free of debris. Due to air quality regulations, the Contractor must provide a water supply line from the nearest available hydrant. The City of Barberton will supply the backflow water valve to attach to the hydrant at a charge determined by the Department of Utilities. The Contractor must supply the manpower for the operation of the water hose. Water shall be used to control dust and debris from becoming airborne. It shall be the contractor's responsibility to supply to the necessary water or to come to an agreement (if approved) to retrieve water from a public location (hydrant). Sufficient water shall be utilized at all

times during the demolition process. If at any time the Utilities Director/Service Director deny use of city water from a hydrant, the Contractor shall be responsible to supply water for demolition.

- N.** **Disconnect and remove electric wires** as per rules and regulations of authorities having jurisdiction, cost will be borne by the contractor and a part of the lump sum bid. For residential structures, the City *may* execute the ordering of removal of service through the Electric supplier.
- O.** Disconnect telephone wires as per rules and regulations of authorities having jurisdiction, cost will be borne by the contractor and a part of the lump sum bid.
- P.** The contractor shall arrange removal of any other wires, cost will be borne by the contractor and a part of the lump sum bid.
- Q.** Contractor is responsible for maintaining all existing necessary utilities, (including gas, sewer, water, etc.) that may traverse the demolition premises, but are required to be maintained in operating order. Contractor has the responsibility of being aware of any easements, deed restrictions or other legal instruments attached to the subject demolition premises. Additionally, the Contractor is responsible for all costs associated with either damage or disruption to utility services to an adjacent or otherwise affected properties, entities, or residents. Contractor is also responsible for any damage to utilities located in right-of-way and/or streets as result of demolition work.
- R.** Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish and other debris. Also, the entire demolition site shall be cleared of all trash, rubbish, junk, debris, tires, solid waste, and hazardous waste
- S.** All basements shall be filled with a material supplied by the Contractor. Where excavations or open basements are not backfilled within the end of the work day, the Contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing or barricade for safety reasons. Barricade method must be approved by the City.
- T.** Performance of all incidental work necessary to fully complete the contract. This shall include the removal of all accessory structures (unless otherwise directed), including fences, interior waste, interior rubbish, interior garbage, interior materials, and similar items.
- U.** Walls over ten feet high of any width or length shall not remain standing after work hours unless adequate lateral support is provided.
- V.** Upon completion of demolition, sufficient filling and grading shall be done to bring the area up to a level as specified in the contract proposal. The backfill shall be a material suitable to the City of Barberton. The contractor will have an independent testing agency, approved by the City of Barberton, test the backfill. Backfill will be compacted to 95% of ASTM D698. A minimum of two passing tests at various depths will be taken and furnished to the City. The cost of testing will be the responsibility of the Contractor. The cost of the backfill shall be borne by the contractor and a part of the lump sum bid. This requirement may be waived by the City for residential structures.
- W.** Site restoration shall consist of fine grading the site to a level consistent with the surrounding sites and prohibits positive drainage to the surrounding sites (Please see section II). A minimum of four (4) inches of fine graded topsoil shall be placed on top of any clean fill. Topsoil shall be without a mixture or subsoil and shall be reasonably free of stones, lumps, plants and their roots, sticks or other extraneous matter, and shall not be used while in a frozen or muddy condition. A commercial grade "no mow" grass seed mixture shall be installed. Such mixture shall consist of 40% Sheep Fescue, 40% minotaur fescue, 20% aurora gold fescue, or aurora hard fescue. The City reserves the right to require a normal grass seed mixture. In addition to grass seed, straw shall also be spread on the site. If site restoration cannot be completed within an appropriate time, an approved barrier shall be placed around the site at no additional cost to the City.
- X.** All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the City of Barberton.

- Y. For the purposes of measurement, the primary source of determining building footprint size shall be the Summit County Fiscal Officer's database. This can be accessed through the Summit County website www.summit.oh.us/fiscaloffice. The size of structures shall **NOT** be determined by the number of utility meters located on any structure. All structures shall be limited to a maximum 2½ stories in height (above ground). Single - Two- and Three-Family residential structures having a first floor area of 1,300 square feet or less (excluding porches & no basement additions) will be included in this contract. Rear structures that are considered a primary structure will be included in this contract if there is sufficient access to the site and meet same criteria.
- Z. Hours of Operation for demolition shall be Monday through Friday, 7:00 AM to 3:30 PM. Work past 3:30 PM or on weekends or holidays shall be at the discretion of the City. Some sites may require the actual razing to be performed on weekends or evenings to minimize traffic disruptions or in the case of Emergency demolitions, to protect the public.
- AA. Contractor shall be required to remove the drive apron from the premises and backfill the area to match adjacent grade with topsoil and prepare final area with grass seed and straw. **The Contractor shall be responsible for installing curb at demolition site where the curb cut for driveways existed. The curb shall match the existing curb, while also complying with curb specifications included in this contract. Curb shall "Class C" concrete. An inspection of all curb installations/replacement are required to be inspected by the City – 330-848-6724.**
- BB. The contractor must complete the project no later than 5 calendar days after the issuance of the Notice to Proceed for each regular demolition parcel and 24 hours for Emergency Demolitions (as defined in the General Provisions). Authorization of the Contract is contingent upon Barberton City Council and Barberton Board of Control approval (if necessary).
- CC. The contractor shall be responsible for the protection of the public, all sidewalks, curbs, pavements, and other public or private facilities (including surrounding structures whether on the same property or not) that may be damaged or endangered by the work required under the specifications and shall restore and make good any structure or facility that may be damaged or destroyed.
- DD. **Invoices for work conducted will not be paid until such time an inspection is conducted by the Building Dept. to ensure compliance with the specifications. The contact number for inspection is 330-848-6730.**
- EE. **All trees**, shrubbery and similar growth within the limits of the demolition area and those trees between the street curb and the demolition area shall be removed as part of this contract. This shall take place on all demolition sites, unless directed otherwise by the City. All stumps, shrubs (via grinding) and plantings shall also be removed from the demolition site.
- FF. The use of explosives to perform work under this Contract is prohibited. The use of a weighted ball for work under this Contract is prohibited.
- GG. Grade shall be restored to a level consistent with surrounding properties. Positive drainage shall be accomplished so that run-off is directed away from the site. Grading shall not create drainage onto adjacent properties. Final grade will require the use of a "Rock Hound" or "Eliminator" or equal machinery over the parcel after top soiling. Final grade shall allow for "finish mowing".
- HH. A Building Permit is required to be secured (at cost to the Contractor) prior any demolition work and per site.
- II. In addition to the regulations contained herein, the Contractor shall comply with all demolition standards outlined in the City of Barberton Development Code

3.4. Protection of Traffic Flow

The Contractor must maintain the existing traffic flow of Hopocan Ave and First Street. The City of Barberton must specifically approve any temporary street closures and the request for street closure must be received at least 24 hours prior to the planned closure. Temporary Street Closure must be submitted to the City of Barberton's Safety Director.

10/12/12