

**IN THE COURT OF COMMON PLEAS  
RICHLAND COUNTY, OHIO**

**CITY OF MANSFIELD** ) **CASE NO.** \_\_\_\_\_  
**30 N. Diamond Street** )  
**Mansfield, Ohio 44902** ) **JUDGE** \_\_\_\_\_  
)  
)  
**Plaintiff,** )  
)  
**vs.** )  
)  
) **COMPLAINT**  
**PAGE EXCAVATING LLC** ) **Breach of Contract**  
**c/o STATUTORY AGENT, JEFF PAGE** ) **Breach of Implied Warranties**  
**2398 Applegate Rd.** ) **Breach of Express Warranties**  
**Lucas, Ohio 44843-9722** ) **Fraudulent Misrepresentation**  
) **Negligent Misrepresentation**  
) **Negligence and Resulting Damages**  
**JEFF PAGE and LANDA PAGE,** ) **Declaratory Judgment on Piercing**  
**Individually** ) **Corporate Veil**  
**2398 Applegate Rd.** )  
**Lucas, Ohio 44843-9722** )  
)  
**JOHN DOES 1-5** )  
**Names and addresses unknown** )  
) **Instructions for Service Attached**  
**JANE DOE COMPANIES** )  
**Corporation or Limited Liability** )  
**Company, name and addresses unknown** )  
)

Plaintiff, City of Mansfield, is a political subdivision within Richland County, and for its complaint against defendants, Page Excavating LLC and Jeff Page alleges as follows:

## **THE PARTIES**

1. Plaintiff, City of Mansfield (“City”) is a municipality whose admirative offices are located at 30 N. Diamond Street, Mansfield, Ohio.

2. Defendant, Page Excavating LLC (“Page Excavating”) is an Ohio limited liability company, for profit, with its principal place of business located in Lucas, Richland County, Ohio.

3. Defendants, Jeff Page and Landa Page are the putative owners, vice president and president, respectively, Page Excavating but also in truth operate as the alter egos of the limited liability company. The defendants will be collectively referred as the Page defendants.

4. John Does are individuals who were subcontractors, agents, employees or representatives acting on behalf or at the direction of the Page defendants whose names and identities are unknown.

5. Jane Does Corporation and Limited Liability Companies were subcontractors, agents, employees or representatives acting on behalf or at the direction of the Page defendants whose names and identities are unknown.

6. Any reference within this Complaint referencing the Page defendants will include the John Doe defendants and Jane Doe business entities.

## **JURISDICTION AND VENUE.**

7. The Court has personal jurisdiction over the defendants pursuant to R.C. 2307.382.

8. Venue is appropriate in this Court pursuant to Civ. R. 3(B)(1),(B)(2),(B)(3), (B)(5), and (B)(6).

## STATEMENT OF FACTS

9. On September 7, 2018, the Page defendants signed a Demolition Contract (“the Contract”) with the City to demolish the existing YMCA building located at 455 Park Avenue West, Mansfield, Ohio. A copy of the Contract is attached as Exhibit A.

10. The Contract was awarded to the Page defendants based on their bid to perform the services and the bid from the defendants was deemed the best and lowest bid by the City.

11. The Contract was signed by the Page defendants by Jeff Page in his claimed capacity as vice president of Page Excavating. The City asserts that Jeff Page was acting as the alter ego of Page Excavating, which had no separate identity, and thus Jeff Page signed the Contract also in his personal capacity and is individually bound by the terms and conditions of the Contract as are all owners of Page Excavating, including Landa Page.

12. The Page defendants represented that they were experienced in commercial demolition, and in particular, Jeff Page’s representations convinced the City’s agents that he and Page Excavating were qualified, understood the complexities of the demolition, and would provide all proper materials and workmanship for completion of the job in a reasonable and customary manner.

13. The Contract price set forth in the bid was \$492,000.00; the Contract provided compensation for the properly completed work in the amount of \$592,000.00.

14. The Contract specified the manner and method of the demolition, including compliance with all local, state and federal regulations regarding demolition and disposal of all debris and materials resulting from the demolition.

15. Among other responsibilities, the Page defendants were required to demolish and remove all structures, “including footings, foundation, floors, concrete slabs, walls, roof

contents...and remove all demolished materials from the site” (Exhibit A, “Building and Structure demolitions specification... do not burn or bury any materials on site”).

16. In an effort to avoid the restrictions and requirements of the Contract specifications, the Page defendants or their controlled and directed agents, conducted much of the demolition in the evenings and on weekends when there would be less scrutiny by the City. This deceptive conduct by the Page defendants and their agents was designed, in part, to allow the defendants to bury certain material or undemolished remnants of the large building without detection.

17. Once the claimed demolition was completed, the Page defendants were paid the full contract price.

18. At the time of inspections, it was not discovered that the Page defendants had not demolished most of the lower floors of the building, including the existing swimming pool, locker rooms and other structures. The site also contained demolished material that was to be removed from the site.

19. The manner in which the Page defendants buried and covered the undemolished structures and other material prevented the City inspectors from discovering the contract breach and failure of the defendants to abide by the terms and conditions of the Contract.

20. The land in issue is prime real estate in the City, and was designated for sale and use when it was discovered that the demolition was not completed pursuant to the Contract terms.

21. The damage resulting from the negligence and misrepresentation of the Page defendants includes the cost of removing the structures that should have been removed pursuant to the Contract and other materials, but has also delayed the development and use of the property for commercial purposes. The costs to cure the conditions of the property exceed \$600,000.

22. The Page defendants provided a bond for the work performed, but the term of the bond in which to seek reimbursement for non-performance was one year after the completion of the work. The contract breach and resulting damages were not discovered until 2022, when the land was being considered for further commercial development.

23. The Page defendants' work product was inadequate, beneath the standard of care required for commercial demolition contractors, and violated every environmental and safety protocol with respect to this type of activity, including the failure to remove contaminated debris and failure to remove existing structures.

24. The resulting damage of the defendants' conduct is the direct and proximate result of the defendants' negligent workmanship and in order to cure the defects created by the defendants the entire site and substructures must be removed as well as the replacement of the proper fill and seeding to allow the site to be commercially developed. The loss suffered by the City based on the failure to timely develop the property exceeds \$500,000.

25. The conduct of the defendants was both wrongful and fraudulent in that they knew or should have known at the time of the demolition that the work was incomplete and inadequate to ensure and properly warrant that the demolition met all contractual and governmental requirements.

26. At all times material, Jeff and Landa Page were the alter egos of Page Excavating and the entity was not operated as a true corporate entity.

27. All representations, actions, and activities of the Page defendants were declared by Jeff and Landa in their individual and personal capacities, and no documents were provided indicating that any agreement was entered into between the parties was authorized by resolution by Page Excavating.

**FIRST CAUSE OF ACTION**  
**Breach of Contract**  
**Failure to Perform in a Workmanlike Manner**

28. The plaintiff incorporates and restates each and every preceding allegation as if fully rewritten here.

29. In Ohio, a contract to perform work imposes on the contractor the duty to perform in a workmanlike manner.

30. By entering into and undertaking to perform the work as agreed upon, the Page defendants owed the City a duty to perform the demolition in a workmanlike manner.

31. The Page defendants failed to perform in a workmanlike manner by failing to ensure that all the demolition materials were removed from the site and that all structures were demolished and removed; instead the Page defendants buried portions of the undemolished building along with demolition debris.

32. As a direct and proximate result of the defendants' breach of contract, including the actions of any John Doe defendant or Jane Doe entity, the City has sustained damages in excess of Twenty-Five Thousand Dollars (\$25,000). In the alternative, the plaintiff demands a rescission of the contract and that all money paid to the Page defendants be disgorged and repaid to the plaintiff in addition to all costs to cure the defendants contract breach.

**SECOND CAUSE OF ACTION**  
**Breach of Implied Warranties**

33. The plaintiff incorporates and restates each and every preceding allegation as if fully rewritten here.

34. By entering into and undertaking to perform the Contract, the Page defendants impliedly agreed and warranted to the City:

- a. To perform the demolition and material removal in a workmanlike manner;

- b. To deal with the City fairly and perform the Contract in good faith;
- c. That the demolition would allow the property to be further developed without any necessary preparation which was the intended purpose of the demolition;
- d. That the demolition would be performed pursuant to the contract specifications would meet industry standard;
- e. That after the demolition was completed the land would be merchantable and commercially useful.

35. The Page defendants did not disclaim these implied warranties.

36. The Page defendants breached these obligations in the demolition.

37. The City fully performed all conditions and corresponding obligations pursuant to the Contract to enable the defendants to properly demolish the property.

38. As a direct and proximate result of the Page defendants' breach of these warranties, including the actions of any John Doe defendant or Jane Doe entity, the City has sustained damages in excess of Twenty-Five Thousand Dollars (\$25,000).

**THIRD CAUSE OF ACTION**  
**Breach of Express Warranties**

39. The plaintiff incorporates and restates each and every preceding allegation as if fully rewritten here.

40. The Page defendants also breached several express warranties including but not limited to the warranties of their expertise, warranties they would follow and did follow all the specifications for the demolition and removal of debris so the property could be further commercially developed.

41. As a direct and proximate result of the Page defendants' breach of express warranties, including the actions of any John Doe defendant or Jane Doe entity, the City suffered damages in excess of Twenty-Five Thousand Dollars (\$25,000).

**FOURTH CAUSE OF ACTION**  
**Fraudulent Misrepresentation/Concealment**

42. The plaintiff incorporates and restates each and every preceding allegation as if fully rewritten here.

43. The Page defendants misrepresented their experience and abilities to perform the required demolition.

44. The Page defendants also misrepresented the actual work performed, hiding demolished debris and incomplete removal of existing structures that were required to be removed pursuant to the Contract.

45. The Page Defendants' representations with respect their abilities to provide the services necessary and their actions to misrepresent the work performed were material and significant.

46. Alternatively, the Page defendants had a duty to reveal their lack of expertise and ignorance about the proper disposal of debris and removal of existing structures.

47. The City justifiably relied upon the facts misrepresented and/or concealed by the Page defendants including the actions of any John Doe defendant or Jane Doe entity, the City justifiably relied upon these false representations to its detriment, paying the defendants over \$500,000 for work inadequately performed.

48. As a result of Page defendants' misrepresentations and/or concealment, including the actions of any John Doe defendant or Jane Doe entity, the City suffered damages in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00) including resulting damages from the

failure to properly remove demolition debris and loss of commercial opportunity to develop the property without excessive cost.

**FIFTH CAUSE OF ACTION**  
**Negligent Misrepresentation/ Negligence**

49. The plaintiff incorporates and restates each and every preceding allegation as if fully rewritten here.

50. Alternatively, the Page defendants' work was performed in a negligent manner and as such breached the defendant's duty of care to properly perform the work services. In addition, the Page defendants' representations to the City that they had proper experience in commercial demolition projects, had properly removed demolition debris and had removed the appropriate structures constituted negligent misrepresentations and the City justifiably relied upon these false representations to its detriment, paying the defendants over \$500,000.00 for work inadequately performed.

51. As a direct and proximate result of the Page defendants' negligent misrepresentations, including the actions of any John Doe defendant or Jane Doe entity, the City has been damaged in an amount in excess of Twenty-Five Thousand Dollars (\$25,000.00).

**SIXTH CAUSE OF ACTION**  
**Piercing Corporate Veil**

60. Plaintiff incorporates and restates each and every preceding allegation as if fully rewritten here.

61. At all times material, Jeff and Landa Page were the putative owners of Page Excavating, but the entity failed in every instance to operate as a separate entity under Ohio law.

62. In particular, Jeff Page acted as the alter ego of Page Excavating and acted with full capacity as if he was a sole proprietor without any separation between his personal conduct, and

the conduct of the entity. Upon information and belief, Landa Page, as the designated president of the entity, knew, accepted and authorized all of Jeff Page's actions.

63. As a direct and proximate result of Jeff Page and Landa Page's failure and the failure of Page Excavating to operate as a proper limited liability company under Ohio law, City requests the right to pierce the corporate veil, and hold Jeff Page and Landa Page individually and personally liable for all conduct of Page Excavating based upon Jeff Page and Landa Page's failure and the failure of Page Excavating to follow Ohio law and proper corporate regulations which would distinguish the Page Excavating activity from the individual activity of Jeff Page, whose conduct, upon information and belief, was known, accepted and authorized by Landa Page. The City asserts Jeff Page and Landa Page and Page Excavating are jointly and severally liable for all damages arising out of their conduct as set forth herein.

**WHEREFORE**, Plaintiff, City of Mansfield demands judgment against Defendants Page Excavating LLC, and Jeff Page, individually, jointly and severally.

- A. Compensatory Damages in excess of \$25,000.00 which would include a recession of the contract and payment to plaintiff of all resulting damage, including costs required to remove the entire substructure of the building and demolition debris;
- B. Punitive damages in an amount to be determined at trial;
- C. Reasonable attorney's fees pursuant to both common and statutory law of this State;
- D. A finding the defendants failed to properly conduct business as a corporate entity under Ohio law and the plaintiff be permitted to pierce the corporate

veil and obtain judgments against the individual defendants, jointly and severally.

- E. Pre-judgment and post-judgment interest;
- F. Costs of the within action; and
- G. Any further relief the Court deems just and equitable.

Respectfully submitted,

s/Gregory A. Beck  
Gregory A. Beck - #0018260  
Mel L. Lute, Jr. - #0046752  
BAKER | DUBLIKAR  
400 South Main Street  
North Canton, Ohio 44720  
Telephone: (330) 499-6000  
Facsimile: (330) 499-6423  
E-mail: [beck@bakerfirm.com](mailto:beck@bakerfirm.com)  
[lute@bakerfirm.com](mailto:lute@bakerfirm.com)  
Counsel for Plaintiff, City of Mansfield

### **INSTRUCTIONS FOR SERVICE**

#### **TO THE CLERK:**

Please serve the Defendants with summons and complaint by certified mail, return receipt requested, at the address listed in the caption of this complaint.

s/Gregory A. Beck  
Gregory A. Beck - #0018260  
Mel L. Lute, Jr. - #0046752  
BAKER | DUBLIKAR

**DEMOLITION CONTRACT**  
**Demolition Project 2018-20**

THIS DEMOLITION CONTRACT (hereinafter referred to as "Contract") made as of this 7 day of September, 2018 by and between City of Mansfield, Ohio (hereinafter referred to as "City") and Page Excavating, LLC (hereinafter referred to as "Contractor").

**WITNESSETH:**

WHEREAS, The City of Mansfield has issued a demolition order for the structures located at:

**455 Park Avenue West, Mansfield**

**Parcel #** 027-01-124-44-000, 027-01-124-46-000, 027-01-124-41-000, 027-01-124-39-000, 027-01-124-40-000, 027-01-124-43-000, 027-01-124-37-000, 027-01-124-38-000, 027-01-124-45-000, 027-01-124-42-000, 027-01-113-02-000

**Bid Price:** \$492,000.000 *Po 18-2340*

- It is the Contractors responsibility to review the attached Asbestos Analysis and Rifle Range Analysis and follow EPA regulations to abate property. **NOTE the bullet trap area will be considered hazardous waste. The sand and shot will need to be removed and the walls decontaminated or disposed as hazardous. There is a fill pipe for an underground storage tank on the west side of the building. The tank is most likely a fuel oil tank for the boilers prior to them being converted to natural gas. A LICENSED TANK REMOVAL SPECIALIST MUST BE USED TO REMOVE TANK.** "A closure report will need to be developed and submitted to the Ohio Bureau of Underground Storage Tanks. (BUSTR)"
1. Construction and Demolition shall conform to current City of Mansfield Ordinances and the 2016 Ohio Department of Transportation Construction and Material Specifications.
  2. Remove entire structure including basement slab.
  3. Masonry, concrete, concrete block, brick, and stone materials are permitted to be used as fill materials within the demolition site. These types of fill materials shall be acquired from within the demolition site limits only. Materials shall be broken, crushed, and compacted so as not to create any voids.
  4. Contractor shall take precautions so as not to disturb the existing traffic signal control box at the intersection of Baldwin Ave and Park Avenue West.
  5. Contractor shall leave all trees as possible. Any tree removal shall be approved by City Codes & Permits.
  6. Contractor shall remove all fencing materials along Baldwin Avenue.
  7. Contractor shall not disturb fence along South edge of property between subject building and 38 Baldwin Avenue. Contractor may remove and replace fence as necessary at his/her own expense.
  8. Remove all drives, aprons, and points of ingress/egress along Bartley Avenue and Baldwin Avenue. Remove existing curbing and pull out along South edge of Park Avenue West.
  9. Replace all sidewalk as follows with new 5 ft wide sidewalk and integral curb
    - a. Bartley Avenue. Approx. 318 LF starting at the rear (South) of the existing curb ramp at the intersection of Bartley Ave and Park Ave West.
    - b. Baldwin Avenue. Approx. 253 LF starting at the rear (South) of the existing curb ramp at the intersection of Baldwin Ave and Park Ave West.
    - c. Park Avenue West. Approx. 211 LF (sidewalk only, no curb) between new curb ramps. Align with new curb ramps and match existing alignment with sidewalks to East/West of site.
  10. Install new curb ramps at intersections of Baldwin and Bartley Avenues with Park Avenue West.
  11. Install new curb/gutter along Park Avenue West. Approx. 206 LF. Curb/gutter assembly shall be installed to match existing pavement profile along Park Avenue West. Align with existing curb lines at intersections.
  12. Traffic Control Notes
    - a. Only one East bound lane of Park Avenue West may be closed.

**EXHIBIT** *A*

- b. Eastbound PAW single curb lane closure shall be acceptable. Lane shall be closed with an arrow board in accordance Ohio Manual of Uniform Traffic Control Devices. Closure shall be coordinated and approved Mansfield SSD.
13. ODOT Item 611, Type 2-2B Catch Basin, 3 EA. Contractor shall provide and install new catch basins to be located as directed by City Engineer approx. 25' from rear of sidewalk in new grassed area along North edge of property line.
14. ODOT Item 611, 8" Conduit, Type B, 213 LF. Contractor shall provide and install new conduit to be located as directed by City Engineer approx. 25' from rear of sidewalk in new grassed area along North edge of property line. Conduit shall be connected to existing storm sewer system located at intersection of Baldwin Ave and Park Avenue West.
- ***The demolition site (defined as entire parcel(s) plus any disturbed portion of any adjoining property) must be covered with topsoil free of any debris, trash, stone, brick, porcelain, or loose organic material. In preparation for seeding of the site, the entire lot and any adjoining lots disturbed by the demolition must be loosened to a depth of 1-1/2 to 2" creating a seed bed that is raked smooth and free of any debris, tree roots, ruts, clods, stone, tire/excavator tracks, and voids. The final grade must match the existing grade of any undisturbed portion of the lot and adjoining lots. . FINAL GRADE MUST BE INSPECTED by JOHN MAKLEY @ (419)709-6461 PRIOR TO FINAL SEED AND STRAW. COST OF SEED and FERTILIZER MUST BE INCLUDED IN BID PRICE. A starter fertilizer applied prior to seeding. SEED TYPE: 70% TURF TYPE TALL FESCUE, 20% ELITE PERENNIAL RYEGRASS, 10% ANNUAL RYEGRASS applied 8-10 lbs. per 1,000 square feet. Straw is to be applied at 3-4 bales/1000 sq. ft. Any slopes greater than 5/1 will need to be covered with biodegradable erosion control netting secured by biodegradable pins/staples. We are looking for a smooth lush green carpet of grass on the entire parcel. \*NOTE; THESE SPECS REPLACE ALL PREVIOUS SEED SPECS\* Final payment may be withheld up to four (4) weeks after seeding to ensure proper lawn growth and that Land Bank / City is satisfied with the appearance of lawn.***
  - **It is the contractor's responsibility to inform himself/herself fully of the conditions relating to this project.**

**Alt-1 Remove pavement and incidentals for Parcels # 027-01-124-39-000, 02701-124-40-000, 02701- 124-41-000, 02701-124-43-000, 02701-124-42-000 (lots to South of structure fronting on Bartley Ave and Parker St). Remove drive entrance along Parker St; replace sidewalk/curb to match existing dimensions and profile. Note: drive entrance along Bartley is removed as part of base bid work. Restore grade so as storm-water runoff from final grade will not disturb adjacent properties.**

**Bid Price: \$9,500.000**

**ALT-2: Remove pavement and incidentals for Parcels # 02701-124-45-000, 02701-124-46-000 (lots on East side of Baldwin Ave). Remove drive entrance along Baldwin Ave; replace sidewalk/curb to match existing dimensions and profile. Restore grade so as storm-water runoff from final grade will not disturb adjacent properties.**

**Bid Price: \$10,500.000**

Mansfield, Richland County, Ohio (hereinafter referred to as the Project or collectively as the Property); and

WHEREAS, the Contractor has submitted the lowest responsive and responsible bid for the demolition of the Project, which is funded by public funds, as administered by City; and

WHEREAS, the Contractor is currently in the business of demolishing buildings and appurtenances on real estate and is qualified and willing to perform the demolition work desired by City; and

WHEREAS, the Contractor recognizes and acknowledges that the receipt and use of funds obligates it to comply with all Federal, State and local laws, ordinances, rules, regulations, circulars, and executive orders applicable to the Project.

IN CONSIDERATION of the recitals set forth above and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.

2. **Contract.** This Contract shall consist of the terms and conditions of this Contract, and the description of the Building and Structure Demolition Specifications attached hereto as Exhibit A and Site Restoration Specifications attached hereto as Exhibit B and EPA Understanding Asbestos Notification Requirements, Instructions for Notification of Asbestos Demolition and Renovation, and Standard for notification prior to demolition or renovation attached hereto as Exhibit C and made a part hereof (hereinafter referred to collectively as "Scope of Work"). The Contractor agrees to perform, or cause to be performed, all of the services and to supply all of the materials, labor, and equipment necessary to undertake and complete said demolition Project as described in the Scope of Work (the "Work") in a timely manner. Contractor agrees to sign this contract within 14 days from the issuance of the Notice of Award/Notice to Proceed. The City shall consider all of the contractor's rights arising out of the City's acceptance of the BID as abandoned after a 14 day period if the contract is not signed by the contractor. The City MAY offer the contract to the next lowest responsive and responsible bidder. The Contractor must be registered with the municipality or township as required by local ordinance where the demolition is to take place or with the county where none exist.
3. **Independent Contractor.** The Contractor, in the performance of the Work under and pursuant to this Contract, shall be an independent contractor and shall furnish at its own expense all workers, tools, equipment and materials necessary to perform the Work. City shall not have any supervision, direction, or control over the means or methods of the performance of Contractor's work and shall have only the right to inspect the results of such work to assure full and complete performance by Contractor under and pursuant to this Contract.
4. **Contract Price; Payment; Acceptance of Work.**
  - a. The Contractor shall be paid for the performance of the Work the sum of **Five Hundred Twelve Thousand Dollars (\$512,000.00)** subject to additions and deductions as a result of any Change Order (as hereinafter defined), (the "Contract Price").
  - b. As of the date of completion of the Project, all Work must be completed in accordance with the specifications for the Project, including without limitation removal from the site and proper disposal of foundations, basement flooring and all other debris and building materials, the filling of any basement with clean fill dirt, and restoration of the site in accordance with Exhibits A and B.
  - c. Payments otherwise due to the Contractor hereunder may be withheld on account of defective Work not corrected to City's satisfaction; use of unsatisfactory materials or use of substituted materials, which substitution has not been consented to in writing by City; outstanding liens filed against the Property or City; claims made against the Contractor or City by third parties in relation to the Work and not resolved by the Contractor to City's satisfaction; or failure to make payments properly to agents or subcontractors for materials or labor.
  - d. No payment shall be due under this Contract until the Contractor has completed the Work in a satisfactory manner, as determined by City, and Contractor has delivered to City a complete release of all liens arising out of the Work.
  - e. The making and acceptance of payment for the Work shall constitute a waiver of all claims made by (i) the Contractor, other than those arising from unsettled liens or from faulty or defective Work appearing after such payment, and (ii) the Contractor, which occurred prior to the acceptance of such payment.
5. **Change Orders.** Changes in the Scope of Work ("Change Orders") requested by either the Contractor or City shall be incorporated into the Work only under the following circumstances:
  - a. Changes to correct building code violations that were not discovered by a reasonable inspection prior to the time of the execution of this Contract and that first appear and are made known to the Contractor, the Contractor and City, or any of them, after the Work has been started;
  - b. Changes in materials when such changes are necessary to complete the Work in a workmanlike manner; or
  - c. Changes needed to comply with Demolition standards of City.

A Change Order shall not be effective until set forth in a writing approved by and signed by both the Contractor and City.
6. **Term of Contract.** The Contractor shall begin the Work in accordance with the date provided in Notice to Proceed (please see Notice of Award / Notice to Proceed). The Contractor shall complete the Work **within One**

**Hundred Eighty (180) days** thereafter (the "Termination Date"), unless Contractor has requested in writing an extension of the Contract beyond the Termination Date for good cause and the Contractor and City have consented in writing to such extension, which consent shall not be unreasonably withheld. Any extension of the Contract shall be made to a specified date (the "Extension Date"). All requests for extension of time must be received prior to the Termination Date.

7. **Time of the Essence; Extensions; Exceptions.** It is agreed that time is of the essence under this Contract. There shall be deducted from the Contract Price, as an applicable credit to City of Mansfield, Fifty and No/100 Dollars (\$50.00) for each calendar day that the completion of the demolition as specified in the contract extends beyond the Termination Date or the Extension Date, as applicable. *\*Completed demolition means all work listed in bid specifications (only exception is final grade, seed, and straw from November 1 through May 1 each year)* The Contractor shall not be liable, however, for excusable delays, which include, but are not limited to:
- a. Acts of a government restricting labor, equipment or materials by reason of a declared emergency; or
  - b. Causes beyond the control and without the fault or negligence of the Contractor, including, but not limited to, acts of God, fires, epidemics, quarantine restrictions, strikes, lockouts, freight embargoes, unavoidable delay in transportation, and unusual casualties; or
  - c. Weather conditions of unusual severity, including but not limited to, the following:
    - 1. Winter Storm Warnings for Richland County issued by National Weather Service
    - 2. Wind Chill Warning for Richland County issued by National Weather Service
    - 3. Flood warnings for area where property is located issued by National Weather Service
    - 4. High Wind Warning for Richland County issued by National Weather Service
    - 5. Tornado Warning for Richland County issued by National Weather Service
    - 6. Excessive Heat Warning for Richland County issued by National Weather Service; or(Any extension of time requested for any of the above conditions must be accompanied with proof from National Weather Service).
  - d. Changes ordered in the Work pursuant to any Change Order(s).

**Contractor Signature:** \_\_\_\_\_ **Acknowledging 6. Term of Contract and 7. Time of Essence; Extensions; Exceptions**

**Contractor understands that City will not accept bids from any contractor who has any incomplete demolition(s) from previously signed contracts Fifteen (15) days past Contract Termination Date.**

**Contractor Signature:** \_\_\_\_\_

8. **Permits; Licenses; Inspection Fees; Taxes.** The Contractor shall obtain all required permits and licenses, and pay all taxes required by law or ordinance in connection with the Project. The Contractor shall, where required by law or ordinance, use only licensed employees and subcontractors, and, where required by law or ordinance, require any subcontractors to use only licensed employees and subcontractors.
9. **Codes.** The Contractor shall follow all building, safety, zoning, fire and other codes, regulations and ordinances applicable to the Project, and shall ensure that all Work, including any portion thereof performed by any and all sub-contractors, complies with such codes, regulations and ordinances.
10. **Law and Regulations; Enforcement by Municipality.** The Contractor shall comply with all laws, rules, regulations, and executive orders applicable to this Contract and City. The Contractor agrees that the individual municipalities may, in their discretion, enforce in any manner available under law, this provision for violations by the Contractor of such laws, rules, regulations, or executive orders.

11. **Non-Discrimination.** The Contractor shall comply with all of the Federal, State and local laws relating to nondiscrimination, as applicable.

12. **Subcontracting**

- a. The Contractor shall not employ a subcontractor against whom City has a reasonable objection. The Contractor agrees that the Contractor is fully responsible to City for (i) the acts and omissions of Contractor's officers, agents, employees, or servants employed or used by the Contractor; and (ii) the acts and omissions of any subcontractors and their officers, agents, employees, or servants, whether directly or indirectly employed or used by a subcontractor. Nothing contained in this Contract shall create any contractual relationship between City and any subcontractors.
- b. All subcontracts entered into by Contractor shall incorporate therein the terms of this Contract.
- c. The Contractor shall use its best efforts to use minority enterprises for any Work subcontracted in connection with the Project, as provided in rules and regulations and relevant orders of the United States Secretary of Labor Executive Orders # 11625, 12432 and 12138.
- d. The Contractor shall not, in connection with the Project, enter into any contract with any member, officer, employee, representative or agent of City, or in which members of the immediate family of such individuals have an interest.
- f. All contractors and/or subcontractors must be registered with the municipality where the demolition is located.
- g. For purposes of this Contract, Subcontractors shall be defined as any person or entity who undertakes to perform any part of the work on the project that is in privity of contract with a contractor.

13. **Assignment.** This Contract shall not be assigned to another contractor without the prior written approval of City, which approval shall not be unreasonably withheld. Any approved assignment shall be made subject to all the provisions of this Contract.

14. **Conduct of Work.**

- a. All Work performed by the Contractor and any subcontractors shall be performed in a workmanlike manner to the reasonable satisfaction of City. All Work shall be performed by workers skilled in their respective trades in accordance with the best practices of such trades, and the Contractor or subcontractors shall not employ any person to perform any portion of the Work who is unfit or without sufficient skills to perform the job for which such persons are employed. If the Work fails to meet these standards, the Contractor shall have the Work redone at the Contractor's expense. Further, the Contractor shall maintain strict discipline on the Property or the Work Site at all times.
- b. The Contractor and any and all subcontractors shall keep the premises clean and orderly, and watered to prevent any dust, during the course of the Project. The Contractor and all subcontractors shall remove all rubbish, refuse, debris, garbage, or litter from the Property at the end of each work day. The Contractor shall also remove all equipment and unused materials from the Property and street immediately at the completion of the Project. All removals required by this subparagraph shall be at the Contractor's expense. Any unused materials shall belong to the Contractor, unless paid for by City or otherwise stipulated to by City in writing.
- c. The Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, means and coordination of all Work; for the proper fitting of all Work; and for the condition of the operations of all trades, subcontractors or material suppliers engaged in connection with the Project. The Contractor shall provide to each subcontractor, and shall guarantee the accuracy of, the locations and measurements which they may require for the proper performance of their portion of the Work to all the rest of the Work. The Contractor shall supervise and direct the Work to the best of his/her ability, giving all attention necessary for the proper coordination, cooperation, supervision and direction of the Work.
- d. The Contractor may store non-hazardous materials in unoccupied areas of the Property, as directed by City; provided, however, the Contractor stores such materials at the Contractor's risk.

- e. All necessary Work materials must be incorporated in the Property in accordance with the applicable codes or instructions from City, whichever are more stringent. The Contractor must obtain City's written consent to vary the application from such instructions or codes, as applicable.
  - f. The Contractor shall provide for and oversee all safety orders, precautions and programs necessary to ensure reasonable safety of the Work. The Contractor shall take reasonable precautions for the safety of all subcontractors, agents and employees and the persons whom the Work might affect, all Work and materials included in the Project, and all property and improvements on the Property and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.
  - g. The Contractor shall furnish all cartage, labor, equipment, and other items necessary for the Project, at the Contractor's expense.
  - h. The Contractor shall exercise proper precautions at all times for the protection of persons and property and shall be responsible for all property damage and personal injury, either on or off the Property, which may occur as the result of the Work.
15. **Materials Quality; Substitution; Replacement.** All materials provided by the Contractor, any and all subcontractors and material suppliers engaged by the Contractor pursuant to this Contract, if any, shall be new, and of the same grade, quality, dimensions and design as that originally installed in the Property, unless otherwise specified in this Contract. The Contractor shall not, and shall not allow any subcontractor to, substitute materials from those listed in this Contract without the written consent of City. If the materials used in the Project fail to meet these standards, fail to conform to the specifications or have been substituted without City's written consent, the Contractor shall replace and reinstall the materials at the Contractor's expense.
16. **Performance Bond.** Upon execution of this Demolition Contract, the Contractor at its own expense shall file with the City a Performance Bond for the Project covered by this Contract for the faithful performance of this Contract in all particulars, **in the amount of One Hundred Percent (100%) of the Contract Price of the Project**, duly executed with a surety company in form and substance acceptable to City. **This Performance Bond for the Project shall also list each property in the Project which is covered by this required Performance Bond.**
17. **Utilities.** The Contractor shall provide needed utilities and water at no charge to City.
18. **Contractor Cooperation.** The Contractor shall cooperate with City to facilitate the performance of the Work. The Contractor shall not do anything that causes substantial delay of the Project, or interferes with its ability to fulfill all terms of the Contract.
19. **Contractor's Responsibilities.**
- a. The Contractor shall not assume the role of inspector and shall report all complaints or problems to Building and Codes Department of the municipality where the demolition is located and, if appropriate, report them to any subcontractor or other workers performing Work on the Property.
  - c. The Contractor shall notify City in writing of all breaches of the Contract by the Contractor, any subcontractor or other workers.
  - d. City shall authorize Change Orders only as provided in Paragraph 5 hereof.
  - e. The Contractor shall notify City, prior to the commencement of the Project, of any items scheduled for removal that the Contractor wishes to salvage for its personal use. The Contractor shall take appropriate measures to store or otherwise dispose of such items.
  - h. The contractor shall notify the municipality, where the demolition is taking place, Codes and Permits Department, at the time that the permit is pulled, (1) the date and time of the commencement of demolition; and (2) the date and time of removal of the structure's basement and/or foundation, to allow the municipality to obtain photographic confirmation of the sewer and water disconnections and caps.
  - i. The Contractor shall notify the Ohio Environmental Protection Agency by filling out the Notification of Demolition and Renovation including the Asbestos Remove Contractor information, Other Operator/Contractor (demolition Contractor) information and dates for asbestos removal and demolition. A

COPY OF THE NOTIFICATION MUST BE SUBMITTED TO THE City AT THE SAME TIME IT IS SUBMITTED TO THE EPA. All demolitions by City must give the EPA 10 day notification unless otherwise specified.

**20. Insurance.**

- a. From the date of the commencement of the Work and until the date of final completion thereof, the Contractor shall purchase and maintain the following insurance coverage:
  1. Workers' Compensation insurance in accordance with the laws of the State of Ohio;
  2. Comprehensive Public Liability insurance with limits of liability in the sum of \$300,000 against claims for bodily injury, including death, of any one person and \$500,000 against claims arising for any one accident, and property damage liability in the sum of \$300,000.
  3. Automobile Liability Insurance for all vehicles (owned or leased) used in connection with the Work, which shall provide the same limits of liability as Bodily Injury and for Property Damage as outlined above.
  4. Such other insurance and in amounts required by City.
- b. The Contractor shall furnish certificates of insurance to City for the coverage's referred to above, each of which insurance policies shall contain an endorsement requiring the carrier to give at least ten (10) days prior notice of cancellation to City.

**21. Indemnification.**

- a. The Contractor shall indemnify, City and its officers, agents, employees, or servants, against and hold them harmless from liabilities, claims, damages losses and expenses, including but not limited to, legal defense costs, attorney fees, settlements or judgments whether by direct suit or from third parties, arising out of any acts or omissions of the Contractor or any and all subcontractors, material suppliers, tradesmen or mechanics, or the officers, agents, employees, or servants of any of them, in a claim or suit brought by any person or third party against City or its officers, agents, employees, or servants.
- b. If a claim or suit is brought against City and/or its officers, agents, employees or servants in connection with the Work, for which the Contractor is responsible pursuant to subparagraph a. of this Paragraph 21, the Contractor shall defend City and its officers, agents, employees and servants at Contractor's cost and expense against any such suit or claim and shall pay any resulting claims, judgments, damages, losses, expenses, or settlements against, City or its officers, agents, employees, or servants.
- c. The indemnification under this Paragraph 21 shall not be limited in any way by the limitations in the amount or types of damages, compensation or benefits payable by or for Contractor under any law or by limitations on the amount of insurance held by the Contractor.

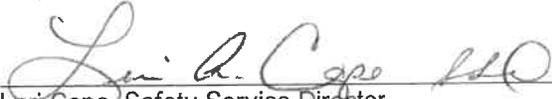
**22. Termination of Contract.**

- a. City, upon five (5) business days' written notice to the Contractor, may terminate this Contract prior to the completion of the Project and without prejudice to any other remedy that City may have, upon the violation of the terms of this Contract by the Contractor or upon the bankruptcy or insolvency of the Contractor. The notice shall be served personally or by certified mail, return receipt requested and shall state:
  1. The reason for the termination;
  2. That the Contractor has five (5) business days from the receipt of the notice to cure the problems stated in the notice; and
  3. That the failure to cure such problems will cause the Contract to be terminated after the fifth (5th) business day, unless the time for cure is extended, by the City, in its sole discretion.
- b. The Contractor may, upon ten (10) business days' written notice to City, terminate this Contract prior to the completion of the Project upon a violation of this Contract by City. The notice shall be served personally or by



IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and attested by their authorized representatives.

**City of Mansfield:**

  
Lori Cope, Safety-Service Director 8-31-18  
Date

  
Linn Steward, Finance Director 9-6-18  
Date

*Approved as to form:*

  
John R. Spon, Law Director 8/31/18  
Date

**Contractor:**

  
Page Excavating, LLC 9-7-18  
Date

**NOTICE OF AWARD / NOTICE TO PROCEED**

To: Page Excavating, LLC

PROJECT Description: **Demolition Project 2018-20**

Project Address(s): 455 Park Avenue West, Mansfield, Richland County, Ohio

**A. NOTICE OF AWARD**

City has considered the BID submitted by you on June 29, 2018 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.

You are hereby notified that your BID has been accepted for the project in the amount of \$512,000.00.

You are now required by the Instructions to BIDDERS to submit to the below City the following:

- The fully executed Personal Property Tax Statement
- The executed Contract signed within 14 days from award date.
- The required PERFORMANCE BOND for the project subject to this notice
- A copy of the Ohio Environmental Protection Agency Notification of Demolition and Renovation

You must also commence Work on or before the date set forth in the NOTICE TO PROCEED.

If you fail to execute said Contract, furnish said BOND, and Personal Property Tax Statement within ten (10) days from the date of this notice, said City will be entitled to consider all of your rights arising out of the City's acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. City will be entitled to such other rights as may be granted by law.

**B. NOTICE TO PROCEED**

You are also hereby notified to commence WORK in accordance with the Contract, provided all proper documentation has been submitted to both the City and the Ohio Environmental Protection Agency. You are to begin the demolition process in accordance with the Contract on or before Sept 7, 2018, and you are, subject to Paragraphs 6 and 7 of the Contract, to complete the WORK within **One Hundred Eighty (180)** consecutive calendar days ( March 6, 2019 ) thereafter.

You are required to return an acknowledged copy of this NOTICE OF AWARD / NOTICE TO PROCEED to the City

Dated this 7 day of September, 2018.

Marc Milliron  
Marc Milliron, Codes and Permits

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE OF AWARD / NOTICE TO PROCEED is hereby acknowledged by Page Excavating, LLC on this 7 day of September, 2018.

Signature and Title: Jeff Page VICE PRES.

## GAS AND ELECTRIC

All Contractors must contact BEFORE starting any demolition

**Ohio Utilities Protection Service**  
**811 or 1-800-362-2764**  
**[www.oups.org](http://www.oups.org)**

Columbia Gas MUST abandoned service - physically removed from the main line in the street Right of Way, or simply shut off the gas at the meter and curb. *If a contractor sees that a gas meter is still attached to the property to be demolished – call Codes and Permits and Columbia Gas immediately BEFORE proceeding with the demolition.*

*If OPPS marks something YELLOW – this means that there is an ACTIVE GAS LINE call Codes and Permits and Columbia Gas immediately BEFORE proceeding with the demolition.*

First Energy MUST disconnect all electric from properties to be demolished. *If a contractor sees that an electric line is still attached to the property to be demolished – call Codes and Permits and First Energy immediately BEFORE proceeding with the demolition.*

## WELLS AND SEWER SYSTEMS

Any property, regardless of location, connected to City of Mansfield Water or Sewer will be inspected by City of Mansfield Codes and Permits inspectors.

If a sanitary sewer not connected to the City of Mansfield is involved then the jurisdiction shifts to County Building as they inspect the sanitary lines, not the health department.

ALL PROPERTIES WITH WELLS AND SEPTIC SYSTEMS MUST GO THROUGH THE HEALTH DEPARTMENT, contractors must notify the Health Department before the start of demolition or as soon as a well or septic has been found at the site of a demolition and the Health Department will conduct all of the necessary inspections.

**All of the Residential Demolition Properties may have septic system(s). Check with Mansfield/Ontario/Richland County Health Department (MORCHD) for records.** Structure must be inspected prior to and during the demolition process for signs of a septic system(s), if there is one, locate septic tank, pump contents, properly dispose of contents, crush tank in place or suitable backfill can be used. If backfill is used, the floor of the tank must first be penetrated (broken) to prevent it from holding liquids, per Mansfield/Ontario/Richland County Health Department "29-17 STS Abandonment" regulations. If a septic system does not exist the sewer lateral must be capped as per the Mansfield Municipal Code Chapter "935". **IF A SEPTIC SYSTEM IS FOUND CONTACT MORCHD AT 419-774-4520.**

**All of the Residential Demolition Properties may have a private well system(s), dug well(s), and/or cistern(s) located somewhere on the property. Check with Mansfield/Ontario/Richland County Health Department (MORCHD) for records.** The structure must be inspected prior to and during the demolition process for signs of old water lines or pressure tank(s) as older wells may be buried. If a water line is found, trace the line to locate the buried well so that it can be abandoned in accordance with OAC 3701-28. **IF A WELL OR CISTERN IS FOUND CONTACT MORCHD AT 419-774-4520 for an abandonment permit.**

If a Well, Cistern, or Septic is connected to any property other than the one being demolished OR if the property being demolished is connected to any other properties Well, Cistern, or Septic contact City of Mansfield Engineers Office at 419-775-9703 and Matt Work at the Mansfield/Ontario/Richland County Health Department at 419-774-4520.

**BUILDING AND STRUCTURE DEMOLITION SPECIFICATIONS**

1. Regulatory Requirements –
  - a. Comply with Laws and Regulations for demolition of structures, protection of adjacent structures, dust control, runoff control, and disposal.
  - b. Obtain all required permits and/or licenses from local authorities.
  - c. Notify all affected Utility Companies, Service Companies, the EPA, and the Contracting Agency before starting work and comply with their requirements.
  - d. Conform to all applicable procedures when hazardous or contaminated materials are encountered.
  - e. All demolition materials must be hauled to OEPA approved sites. Provide copies of documentation of delivery.
  
2. Preparation –
  - a. Provide, erect, and maintain temporary barriers and security devices.
  - b. Protect all existing landscape items, appurtenances, and structures which are not scheduled to be demolished. Note that trees over 12" diameter are to remain, unless it is obstructing the actual demolition process.
  - c. Prevent movement or settlement of adjacent structures. Provide bracing and shoring as required.
  - d. Mark the location of all utilities.
  
3. Demolition Requirements –
  - a. Conduct Demolition to minimize interference with adjacent structures.
  - b. Cease operations immediately if adjacent structures appear to be in danger. Notify the Contracting Authority.
  - c. Spray all work areas with water to minimize dust. Provide hoses, water connections, and water for this purpose.
  
4. Demolition –
  - a. Disconnect, remove, and cap all utilities and services within demolition area as required. Comply with local codes for utility capping.
  - b. Remove entirely: all structures including: footings, foundations, floors, concrete slabs, walls, roof structures, contents, etc.
  - c. Remove all demolished materials from site.
  - d. Backfilling shall be performed as per the Site Restoration Specifications.
  - e. Do not burn or bury any materials on site.

**Continuation of Demolition Specifications**

The following notes are a further explanation of the Demolition Specifications:

- A. After the date listed on the Notice to Proceed, the contractor has all salvage rights to materials on the site, if and only if, the contractor has complied with Paragraph 19 e, Contractor's Responsibilities, of the Demolition Contract. The contractor is permitted to do selective salvage and deconstruction as part of the General Demolition process.
  
- B. As Noted in Paragraph 1.e., all demolition debris is to be hauled to an approved site. There must be documentation and tracking for all loads. All documentation is to be site specific and copies are to be submitted to City of Mansfield with payment request.
  
- C. There can be several classifications of debris as follows:
  1. Material that must be delivered to an OEPA approved Solid Waste Facility: will include such items as debris, contents, furniture, bedding, carpeting, burned materials, chipped or shredded materials, etc. Weigh slips for each load will be required.
  
  2. Materials that can be delivered to an OEPA approved C&D Waste Facility: will include general, non-contaminated construction and demolition debris. Weigh Slips and/or Volume Slips will be required for each load.

3. Hard Fill which includes only concrete, brick, block, and stone: Some localities will permit the disposal of these items at selected sites. Written permission will need to be obtained from the Local Authority. Documentation of deliveries will be required.
4. Lead Paint Surfaces – if manual deconstruction is performed on painted items, all areas must be tested for lead paint and lead safe procedures must be used.
5. Hazardous and Universal Waste – any universal waste material containing items (such as thermostats, fluorescent tubes, transformers, etc.) and hazardous waste (chemicals, cleaning products, paint, petroleum products, etc.) must be removed from the structure before demolition begins. Disposal shall be as per the requirements in the Ohio Administrative code and the Ohio EPA.

EXHIBIT B

**SITE RESTORATION SPECIFICATIONS**

1. Backfilling –
  - a. Controlled Backfilling shall be performed on all areas that are more than 4" below the final finished grade in elevation.
  - b. Approved material for backfilling is clean fill dirt. Backfill materials shall be compacted to at least 95% of optimum density.
  
2. Topsoil –
  - a. Install approximately 4" of topsoil at all disturbed areas.
  - b. Prepare the topsoil to eliminate uneven areas and low spots. Maintain lines, levels, profiles, and contours. Make changes in grade gradual.
  - c. Remove foreign materials, weeds, and undesirable plants and their roots. Also remove any clods, clumps, lumps, boulders, and stones.
  - d. Before seeding, scarify the topsoil to a depth of 2".
  
3. Fertilizing –
  - a. The fertilizer shall be the standard 12-12-12 mixture.
  - b. Apply the fertilizer at the rate of 20 pounds per 1,000 sq. ft.
  - c. Mix thoroughly into the upper 2" of topsoil.
  
4. Seeding – Mulching
  - a. **SEE ATTACHMENT B-1**
  
5. Watering –
  - a. After each area has been mulched, apply water at the rate of 120 gallons per 1,000 sq. ft. Use a fine spray.
  
6. Maintenance –
  - a. Reseed any nonconforming areas after the mowing.

City Demolition	
Address	Parcel Number
455 Park Avenue West Mansfield OH	027-01-124-44-000, 027-01-124-46-000, 027-01-124-41-000, 027-01-124-39-000, 027-01-124-40-000, 027-01-124-43-000, 027-01-124-37-000, 027-01-124-38-000, 027-01-124-45-000, 027-01-124-42-000, 027-01-113-02-000 <b>SEE ATTACHED MAP</b>
It is the Contractors responsibility to review the <u>attached Asbestos Analysis and Rifle Range Analysis</u> and follow EPA regulations to abate property. NOTE the bullet trap area will be considered hazardous waste. The sand and shot will need to be removed and the walls decontaminated or disposed as hazardous. There is a fill pipe for an underground storage tank on the west side of the building. The tank is most likely a fuel oil tank for the boilers prior to them being converted to natural gas. A LICENSED TANK REMOVAL SPECIALIST MUST BE USED TO REMOVE TANK. "A closure report will need to be developed and submitted to the Ohio Bureau of Underground Storage Tanks. (BUSTR)"	
Demolish all structure(s). Remove all attached deck(s), porch(s), ramp(s), roofing materials, railings, bedding materials and sidewalks, and stairs leading to any front/side/back door(s). Complete removal from the demolition site all building materials, including, but not limited to: masonry, stone concrete, tile bank-run gravel, and brick from all structures ( picture of materials removed from basement required with invoice) as per Section (j) of the City of Ordinance 1335.9.	
<i>The demolition site (defined as entire parcel(s) plus any disturbed portion of any adjoining property) must be covered with topsoil free of any debris, trash, stone, brick, porcelain, or loose organic material. In preparation for seeding of the site, the entire lot and any adjoining lots disturbed by the demolition must be loosened to a depth of 1-1/2 to 2" creating a seed bed that is raked smooth and free of any debris, tree roots, ruts, clods, stone, tire/excavator tracks, and voids. The final grade must match the existing grade of any undisturbed portion of the lot and adjoining lots. A starter fertilizer applied prior to seeding. SEED TYPE: 70% TURF TYPE TALL FESCUE, 20% ELITE PERENNIAL RYEGRASS, 10% ANNUAL RYEGRASS applied 8-10 lbs. per 1,000 square feet. Straw is to be applied at 3-4 bales/1000 sq. ft. Any slopes greater than 5/1 will need to be covered with biodegradable erosion control netting secured by biodegradable pins/staples. We are looking for a smooth lush green carpet of grass on the entire parcel. * Final payment may be withheld up to four (4) weeks after seeding to ensure proper lawn growth and that Land Bank / City is satisfied with the appearance of lawn.</i>	
Remove everything including but not limited to: parking lots from all parcels, shrubs, scrub trees, undergrowth, vines, debris, <u>TIRES</u> , mattresses, bedding materials, couches, TV's, clotheslines, fire pits, garage or shed foundations, patios, miscellaneous odities, dog houses, walkways, and all garbage inside and outside of structures.	
<b>It is the contractors responsibility to inform himself/herself fully of the conditions relating to this project.</b>	
Replace all sidewalks. Replace curbs where needed.	





PARK AVENUE WEST

33

BALDWIN AVENUE

33

PARKER STREET

40

DOUGLASS AVE

5521

5520

027011244000

EE-37

0270112426000

5526

5527

5533

0270112443100

5532

0270112442100

4001

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## Understanding the Asbestos Notification Requirements for Facility Demolition and Renovation Activities

### Introduction

In 1990, Ohio EPA adopted regulations in Ohio Administrative Code (OAC) 3745-20 for controlling asbestos emissions from demolition and renovation projects. In 2002, these regulations were updated to be consistent with U.S. EPA's National Emission Standard for Hazardous Air Pollutants (NESHAP) standards for asbestos.

The regulations require that contractors do several things, such as provide a notification, conduct thorough inspections to determine the presence of asbestos, follow specific work practices and ensure proper disposal of asbestos-containing material.

As a contractor, it is very important that you are aware of and in compliance with these requirements at your work sites. Non compliance can mean violations and a penalty for your business. The focus of this fact sheet is the notification requirement for demolition and renovation activities.

In 2003, a demolition contractor in Northeast Ohio was fined \$7,000 for failing to complete an asbestos notification.

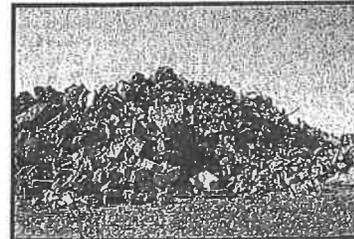
### Demolition and renovation activities at a facility

Under the regulations, you are required to notify Ohio EPA if you are conducting demolition or renovation activities at a facility. A facility is any institutional, commercial, public or industrial structure, or any operation involving the renovation/ demolition of multiple residential structures identified by an owner or operator within a scheduled period of time. A ship or any active or inactive waste disposal site is also considered a facility.

The definition of facility also includes some residential structures, such as condominiums or individual dwelling units that are operated as a residential cooperative. Activities at residential buildings that have four or fewer dwelling units do not require notification, unless the units are part of a larger installation, as described later in this fact sheet.

### What is the difference between demolishing a facility and renovating it?

*Demolition and renovation are defined in the regulations. You demolish a facility when you remove or wreck any load-supporting structural member of that facility or perform any related operations. You also demolish a facility when you*

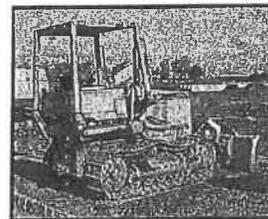


burn it. You renovate a facility when you alter any part of that facility in any other manner. Renovation also includes stripping or removing asbestos from a facility.

### If I renovate several two-family units, are the units defined as a facility?

A residential building with four or fewer dwelling units is not considered a facility, unless it is part of a larger installation. Examples of what may be considered part of a larger installation include, but are not limited to:

- an army base;
- company housing;
- apartment or housing complex;



Ohio EPA, Office of Compliance Assistance & Pollution Prevention  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
(800) 329-7518



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# Understanding the Asbestos Notification Requirements for Facility Demolition and Renovation Activities

- homes which are demolished as part of an urban renewal project, a highway construction project or a project to develop a shopping mall; and
- an apartment which is an integral part of a commercial facility.

## Do demolition and renovation activities at a private, single-family residence require notification?

For most situations, no. However, if you are converting a single-family home into a nonresidential structure, the renovation requires notification. For example, if someone buys a house and converts it into a store, the renovation must be done in compliance with the asbestos regulations.

**\*\* IMPORTANT \*\***

All demolitions at a facility require notification, even if no asbestos is present.

## What is the asbestos notification process and when is it submitted?

A notification is a written notice of the intent to renovate or demolish. Some contractors are not aware that every demolition project at a facility requires an asbestos notification, regardless of whether asbestos is involved.

The notification requirement is different for facility renovation activities and is dependent upon the amount of regulated asbestos-containing material (RACM) at the site. For renovations, a notification must be submitted if the amount of RACM disturbed exceeds 260 linear feet on pipes, 160 square feet on other facility components or 35 cubic feet off facility components.

Ohio EPA has developed one notification form that is used for either demolition or renovation activities. The form must contain information such as the project's scheduled start and end date, the site location, the names of operators or asbestos removal contractors, methods of removal and the amount of asbestos.

The notification must be sent by mail (postmarked) or hand-delivered at least 10 working days (Monday-Friday excluding weekends) before operations begin. The notification form goes to either the Ohio EPA district office or local air pollution control office in your area. Phone and fax notifications are not acceptable for original notification.

If information in the initial notification changes, you may be required to inform the local office of these changes by phone or fax and send in an amended written notification. The amended notification must be sent no later than one working day following discovery of the change. Examples of changes requiring amended written notification are:

- when the amount of regulated asbestos-containing material affected by the demolition or renovation operations changes by at least 20 percent;
- any deviation in the methods to be used for asbestos removal or disposal;
- any change in the owner or operator;
- any change in the name and location of the selected waste disposal site; and
- any change in dates of asbestos stripping or removal operation or demolition operation.

For an emergency demolition or renovation project, notification must be made as soon as possible but no later than the following day.

Emergency demolition means any demolition operation conducted under a written order issued by a state or local governmental agency because a facility is structurally unsound and in danger of imminent collapse. Emergency renovation means a renovation operation that was not planned but results from a sudden, unexpected event that, if not immediately attended to, presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden.

# Understanding the Asbestos Notification Requirements for Facility Demolition and Renovation Activities

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## Who is responsible for submitting a notification?

Either the owner of the building or the demolition/renovation contractor can submit the notification. Usually, the two parties decide together who will notify. Either one or both parties can be cited in violation if no or inadequate notification is provided.

## What other requirements apply?

It's also important to know that under the Ohio Department of Health (ODH) regulations, you must have a certified asbestos hazard evaluation specialist identify any asbestos-containing material and determine the appropriate asbestos management plan for the site before conducting any renovation or demolition. ODH licenses and certifies companies and individuals involved with asbestos abatement.



For more information, contact the ODH Asbestos Program at (614) 466-0061, or visit the ODH Asbestos Program's website at [www.odh.ohio.gov/odhPrograms/dspc/asbes1/asbestos1.aspx](http://www.odh.ohio.gov/odhPrograms/dspc/asbes1/asbestos1.aspx).

## Where can I take Regulated Asbestos Containing Material?

Ohio EPA's Division of Air Pollution Control's (DAPC) website maintains a list of landfills that are permitted to accept regulated asbestos containing material at [www.epa.ohio.gov/dapc/atu/asbestos/asb\\_land.aspx](http://www.epa.ohio.gov/dapc/atu/asbestos/asb_land.aspx).

## Additional Resources

U.S. EPA Asbestos website [www.epa.gov/asbestos/](http://www.epa.gov/asbestos/)

U.S. Department of Labor, Occupational Safety & Health Administration Asbestos website. [www.osha.gov/SLTC/asbestos/index.html](http://www.osha.gov/SLTC/asbestos/index.html)

Ohio Department of Health, Asbestos Program website. [www.odh.ohio.gov/odhPrograms/dspc/asbes1/asbestos1.aspx](http://www.odh.ohio.gov/odhPrograms/dspc/asbes1/asbestos1.aspx)

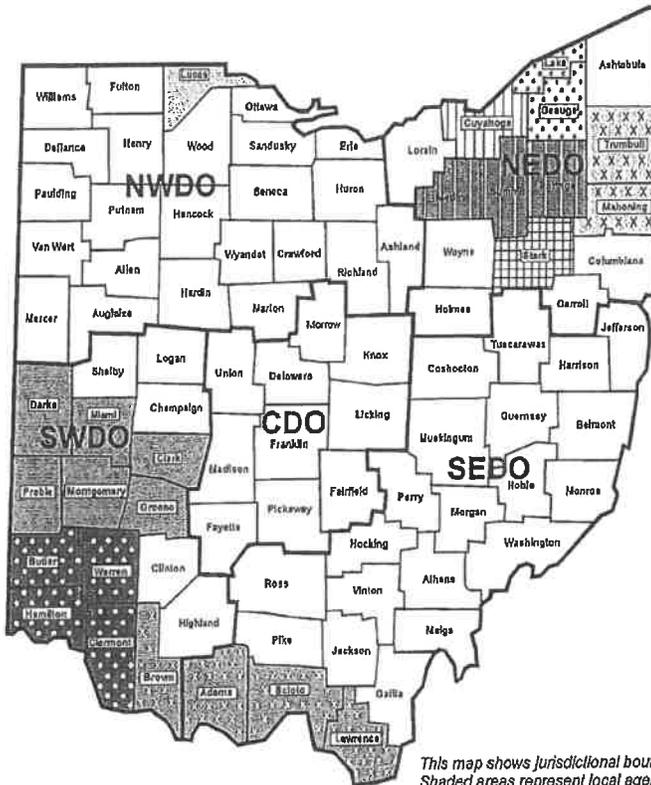
## Where can I get more help?

Providing the proper notification is just one of many requirements that contractors must follow when working on job sites that may involve asbestos. However, it is an important first step toward compliance. Ohio EPA's notification form and instructions are available through DAPC's website at [www.epa.ohio.gov/dapc/atu/asbestos/asbestos.aspx](http://www.epa.ohio.gov/dapc/atu/asbestos/asbestos.aspx).

For more information about the asbestos requirements, including notification, record keeping, waste handling, shipment and emission controls, visit the DAPC website for a copy of the regulations. If you have additional questions, contact your district office or local air agency on page four of this fact sheet.

# Understanding the Asbestos Notification Requirements for Facility Demolition and Renovation Activities

## Asbestos Contact List - District Offices/Local Air Agencies Jurisdiction Map



*This map shows jurisdictional boundaries. Shaded areas represent local agencies within Ohio EPA districts.*



### District Offices

**CDO** Central District Office  
 50 West Town Street, Suite 700  
 Columbus, OH 43215  
 (614) 728-3778 FAX (614) 728-3898

**SEDO** Southeast District Office  
 2195 Front St.  
 Logan, OH 43138  
 (740) 385-8501 FAX (740) 385-6490

**NEDO** Northeast District Office  
 2110 E. Aurora Rd.  
 Twinsburg, OH 44087  
 (330) 426-9171 FAX (330) 487-0769

**NWDO** Northwest District Office  
 347 North Dunbridge Rd.  
 Bowling Green, OH 43402  
 (419) 362-8461 FAX (419) 362-8468

**SWDO** Southwest District Office  
 401 E. Fifth St.  
 Dayton, OH 45402-2911  
 (937) 286-6357 FAX (937) 286-6249

### Local Air Pollution Control Agencies

**Akron Regional Air Quality Management District**  
 148 South High St, Room 804  
 Akron, Ohio 44308  
 (330) 375-2480 FAX (330) 375-2402

**Cleveland Dept. of Public Health Division of Air Quality**  
 75 Erieview Plaza, 2nd Floor  
 Cleveland, Ohio 44114  
 (216) 664-2297 FAX (216) 420-8047

**Portsmouth Local Air Agency**  
 605 Washington St., Third Floor  
 Portsmouth, Ohio 45662  
 (740) 353-5155 FAX (740) 363-3638

**Air Pollution Control Division Canton City Health Dept.**  
 420 Market Ave. North  
 Canton, Ohio 44702-1544  
 (330) 489-3385 FAX (330) 489-3335

**Regional Air Pollution Control Agency Montgomery County Health Dept.**  
 117 South Main St.  
 Dayton, Ohio 45422-1280  
 (937) 225-4435 FAX (937) 225-3486

**City of Toledo Division of Environmental Services**  
 348 South Erie Street  
 Toledo, Ohio 43604  
 (419) 938-3015 FAX (419) 938-3959

**Southwest Ohio Air Quality Agency**  
 250 William Howard Taft Road  
 Cincinnati, Ohio 45219-2660  
 (513) 946-7777 FAX (513) 946-7778

**Lake County General Health District Air Pollution Control \***  
 33 Mill Street  
 Painesville, Ohio 44077  
 (440) 350-2543 FAX (440) 350-2548

**Mahoning-Trumbull APC Agency \***  
 345 Oak Hill Ave., Suite 200  
 Youngstown, Ohio 44502  
 (330) 743-3333 FAX (330) 744-1928

\*Facilities located within these jurisdictions should file air permit applications with Ohio EPA's Northeast District Office (NEDO).

**INSTRUCTIONS FOR  
NOTIFICATION OF ASBESTOS DEMOLITION AND RENOVATION  
OHIO ENVIRONMENTAL PROTECTION AGENCY**

**Regulatory Requirements:**

The Ohio Environmental Protection Agency adopted Chapter 3745-20 of the Ohio Administrative Code (OAC) "Asbestos Emission Control from Renovation Demolition and Waste Disposal Operation" May 29, 1990. Chapter 3745-20 implements the National Emission Standard for Hazardous Air Pollutants (NESHAP) Standard for Asbestos. On November 20, 1990 U.S. EPA revised the asbestos NESHAP. Proper completion and submittal of the Ohio EPA form for notification, meets or exceeds all requirements for notification under the NESHAP and the Ohio Administrative Code. Notification requirements are found in OAC 3745-20-03 and in 40 CFR Section 61.145(b).

**Who Must Notify:**

Every demolition of a facility requires notification regardless of whether asbestos is involved. Renovation of a facility must be submitted when the amount of regulated asbestos-containing material (RACM) stripped, removed, dislodged, cut, drilled, or similarly disturbed exceeds 260 linear feet on pipes or 160 square feet on other facility components or 35 cubic feet off facility components.

**When Must Notification Be Provided:**

Notice must be postmarked, delivered or received by the Ohio EPA district office or local air agency with jurisdiction in the county where the operations will occur. A list of the counties and a map is available for reference. All notifications must be submitted at least 10 working days (Monday-Friday excluding weekends) before operations begin. Phone notification is not acceptable for original notification. Notification must be updated when substantive information changes or the amount of asbestos changes by more than 20%. Updated notification may be provided by phone or fax followed in writing before the operations continue. An emergency demolition or emergency renovation notice must be submitted as early as possible before but not later than the following working day, and must include the information required under notice sections XIV and XV.

**What Information Must Be Supplied:**

Complete all parts of the form except XIV and XV unless the notice is for emergency demolitions or renovations. Demolition

which involves less than 260 linear feet or 160 square feet do not need to complete items XI, XII, and XIII. Before submitting any notice the facility must be thoroughly inspected for asbestos including Category I (nonfriable packing gaskets, floor tile, asphalt roofing) and Category II (all other nonfriable ACM). OAC 3701-34-02(C) prohibits any person not certified as an asbestos hazard evaluation specialist in Ohio from inspecting and identifying asbestos for the purpose of determining the need for an asbestos hazard abatement activity.

Operator Project # -- this is an optional space provided for the person submitting the notice to indicate a project number.

- I. Identify if the notice is an original, revised, or canceled.
- II. A complete facility description must be provided including the specific portion of the facility affected by the operations. Building size must be estimated in square feet, number of floors, and age in years. Also include the present and prior use (i.e., industrial, commercial, institutional, etc.)
- III. Identify the type of operation being notified. If uncertain consult 40 CFR 61.141 and 61.145(a) or OAC 3745-20-01 and 3745-20-02.
- IV. Declare whether or not asbestos is present in any quantity.
- V. All spaces must be completed identifying the Owner, Removal Contractor and other responsible operator (if applicable) such as a demolition contractor or general contractor.
- VI. Include the procedure used to detect and analyze asbestos. All operations should have the records of the inspection and analyses on-site during active operations for inspection. Such records would include a list of materials assessed, locations sampled and the sample results.
- VII. Quantify asbestos in the three columns (RACM, Nonfriable Asbestos Material to be Removed, Nonfriable Asbestos Material NOT to be Removed).
- VIII. The starting and ending date for demolition or renovation must be noted even when asbestos is not being removed.
- IX. Include the scheduled dates for asbestos removal and specify the hours of operation and check off the days of the week operations will be active.
- X. Describe the demolition or renovation which will occur and the methods or operations that will be employed.
- XII. Indicate the names and addresses and phone numbers of any waste transporters. You must also complete a Waste Shipment Record prior to consigning any asbestos waste materials.
- XIII. Identify the waste disposal site and its actual location (may be different from mailing address).
- XIV. This space is only for emergency demolitions that meet the definitions and requirements of the regulation. In addition to completing the notification form, four additional items must be completed or attached to the notice. If a facility is not in imminent danger of collapse, it is not an emergency demolition even though it may be ordered due to hazardous conditions.
- XV. Emergency Renovations must meet criteria described at 40 CFR 61.141 and OAC 3745-20-01. Include an attachment with the three items listed on the notice form.
- XVI. Describe the procedures to be followed in the event unexpected asbestos is found or nonfriable asbestos becomes RACM. This will prevent delays or complete re-notification. In the event asbestos quantities change by 20% or more, you must update the notice.
- XVII. After November 20, 1991 you must certify a NESHAP trained person will be available during normal business hours at the demolition or renovation site. Signature must be by an authorized officer of the owner or operator.



**Notification of Demolition and Renovation/Abatement**  
**Section 1: General Information**  
 Division of Air Pollution Control

Work on projects cannot begin until 10 working days after a COMPLETE original notification form, including payment, is submitted to Ohio EPA. Instructions and a worksheet for fee calculation are available at [epa.ohio.gov/asbestos](http://epa.ohio.gov/asbestos). This form can be completed, and payment made, at [ebiz.epa.ohio.gov](http://ebiz.epa.ohio.gov). Questions? [asbestos@epa.ohio.gov](mailto:asbestos@epa.ohio.gov) or (614) 466-0061.

<b>Ohio EPA Use Only</b>	Notification #: _____	Postmarked: / /	Received: / /	<input type="checkbox"/> Hand-Delivered
<b>1) Notification Information (Check all that apply)</b>				
<input type="checkbox"/> Original <input type="checkbox"/> Revision # (count): _____ <input type="checkbox"/> Installation <input type="checkbox"/> Emergency <input type="checkbox"/> Annual <input type="checkbox"/> Cancellation                    County: _____				
<b>2) Owner, Asbestos Abatement Contractor, Billing and Fire Department Information</b> <span style="float:right">Revised? <input type="checkbox"/></span>				
<b>Owner</b>				
Name: _____				Is this a company? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address: _____		Contact Person: _____		
City: _____	State: _____	Zip: -		
Email: _____	Phone: ( ) -	Fax: ( ) -		
<b>Asbestos Abatement Contractor (if applicable)</b>				
Name: _____		License #: AC	Expiration Date: / /	
Address: _____		Contact Person: _____		
City: _____	State: _____	Zip: -		
Email: _____	Phone: ( ) -	Fax: ( ) -		
<b>Billing Contact</b>				
Is this contact associated with the <input type="checkbox"/> Owner, <input type="checkbox"/> Asbestos Abatement Contractor, or <input type="checkbox"/> Demolition Contractor (if not installation)?				
Address: _____		Contact Person: _____		
City: _____	State: _____	Zip: -		
Email: _____	Phone: ( ) -	Fax: ( ) -		
<b>Fire Department (if applicable)</b>				
Name: _____				
Address: _____		Contact Person: _____		
City: _____	State: _____	Zip: -		
Email: _____	Phone: ( ) -	Fax: ( ) -		
<b>3) Ohio Asbestos Hazard Evaluation Specialist and Evaluation Procedure</b> <span style="float:right">Revised? <input type="checkbox"/></span>				
Evaluation Specialist: _____		Certification #: ES	Expiration Date: / /	
Procedure, including analytical methods, employed to detect the presence of and to estimate the quantity of regulated asbestos-containing material (RACM) and Category I and Category II non-friable asbestos-containing material: <input type="checkbox"/> PLM <input type="checkbox"/> Point Count <input type="checkbox"/> TEM <input type="checkbox"/> Other Method (Explain Below): _____				
<b>4) Procedures to be followed should unexpected RACM be discovered (check all that apply)</b> <span style="float:right">Revised? <input type="checkbox"/></span>				
<input type="checkbox"/> Stop work and keep wet <input type="checkbox"/> Evacuate area <input type="checkbox"/> Demarcate area <input type="checkbox"/> Contact licensed abatement contractor				
<input type="checkbox"/> Contact district office/local air authority.				
<input type="checkbox"/> Other (Explain): _____				
<b>5) Planned Demolition (check all that apply)</b> <span style="float:right">Revised? <input type="checkbox"/></span>				
Describe demolition work to be performed and method(s) to be employed, including demolition techniques to be used: <input type="checkbox"/> Implosion <input type="checkbox"/> Fire Training <input type="checkbox"/> Wet Methods <input type="checkbox"/> Manual Demolition <input type="checkbox"/> Mechanical Demolition <input type="checkbox"/> Other (Explain): _____				
Description of affected facility components (include attachment if necessary): _____ _____ _____				

# Notification of Demolition and Renovation/Abatement

## Section 1: General Information

Continued

Mail completed form and payment to:  
Ohio EPA, DAPC - Asbestos  
50 W. Town St., 7<sup>th</sup> Floor or P.O. Box 1049  
Columbus, OH 43216-1049

**6) Asbestos Description and Engineering Controls (if asbestos is being abated)** Revised?

For the material listed in each project, describe the type(s) of ACM to be abated, engineering controls and work practices to be used to minimize emissions and ensure proper waste handling:

Type of ACM to be abated:	<input type="checkbox"/> Surfacing	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Other	
Engineering Controls:	<input type="checkbox"/> Wet Methods	<input type="checkbox"/> Glove Bag	<input type="checkbox"/> NPE	<input type="checkbox"/> AFD <input type="checkbox"/> Other:
Work Practices:	<input type="checkbox"/> Intact Removal	<input type="checkbox"/> Manual	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Other:

**7) Asbestos Waste Transporter (if applicable)** Revised?

Transporter #1 Name:			
Address:		Contact Person:	
City:	State:	Zip: -	
Email:	Phone: ( ) -	Fax: ( ) -	
Transporter #2 Name (if applicable):			
Address:		Contact Person:	
City:	State:	Zip: -	
Email:	Phone: ( ) -	Fax: ( ) -	

**8) Asbestos Waste Disposal Site (if applicable)** Revised?

Name:			
Address:		Contact Person:	
City:	State:	Zip: -	
Email:	Phone: ( ) -	Fax: ( ) -	

**9) Emergency Demolition (complete if you checked "Emergency" above and "Demolition" for any project)** Revised?

A copy of the issued order, including the following information, must be attached to this notification.

Government Official Issuing Order:	Title:
Agency:	Authority of Order (Citation of Code):
Date of Order: / /	Demolition Date: / /

**10) Emergency Renovation/Abatement (complete if you checked "Emergency" above and "Renovation/Abatement" for any project)** Revised?

Date of Emergency: / /	Time of Emergency: : <input type="checkbox"/> a.m. <input type="checkbox"/> p.m.
Description of Sudden, Unexpected Event:	
Explanation of how the event caused unsafe conditions or equipment damage:	

**11) Attestation** Revised?

In accordance with Ohio Administrative Code rule 3745-20-03(A)(4)(g), I certify that at least one person trained as required by paragraph (B) of rule 3745-20-04 of the Administrative Code will supervise the stripping and removal described by this notification. I acknowledge that the submission of false or misleading statements is prohibited by law and I certify that facts contained in this notification are true, accurate, and complete.

Signature:	Date: / /
Name:	Title:
Organization:	



## Notification of Demolition and Renovation/Abatement

### Section 2: Project Address Specific Information

Division of Air Pollution Control

Please complete Section 2 for the address included with this notification. If the project is an "Installation" per OAC 3745-20, complete a separate Section 2 page for each address associated with this notification.

Ohio EPA Use Only Project ID #:

**A. Facility Description** Revised?

Building Name (if applicable):		Site Location (specific):	
Address:		County:	
City:	State: OH	Zip: -	
Building Size (square feet):	No. of Floors:	Age:	
Present Use:		Prior Use:	

**B. Type of Operation (check all that apply)** Revised?

Demolition    
  Renovation/Abatement - Type:  
  Removal  
  Repair  
  Encapsulation  
  Enclosure

**C. Asbestos Present (check one)** Revised?

Yes  
  No  
  No, previously abated     Year Abated:

**D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1.16 if asbestos is present)** Revised?

	Material to be Removed				Material NOT to be Removed	
	RACHM	Non-friable Asbestos-Containing Material		Non-friable Asbestos-Containing Material		
		Category I	Category II	Category I	Category II	
Pipes (linear feet)						
Surface area on other facility components (ft <sup>2</sup> )						
Volume if length or area cannot be measured (ft <sup>3</sup> )						

**E. Asbestos Abatement Schedule and Abatement Specialist (original notification is required 10 working days prior to the start of work)** Revised?

Setup Date: / /	Abatement Date: / /				Complete Date: / /		
(Shift 1) Time start/end on site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Abatement Specialist Name:	Certification #: AS				Expiration Date: / /		
(Shift 1) Time start/end on site	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Abatement Specialist Name:	Certification #: AS				Expiration Date: / /		

**F. Demolition Contractor (if applicable)** Revised?

Name:		Contact Person:	
Address:		City:	
State:	Zip: -	Phone: ( ) -	
City:	Zip: -	Fax: ( ) -	
Email:	Phone: ( ) -		Fax: ( ) -

**G. Demolition Schedule (original notification is required 10 working days prior to the start of work)** Revised?

Start Date: / /     Complete Date: / /

**H. Project Hold** Revised?

Hold Begin Date: / /     Work Resume Date: / /

(A) Each owner or operator to whom this rule applies shall:

- (1) Provide the director of Ohio EPA with written notice of intention to demolish or renovate.
- (2) Delivery of the notice shall be by the United States postal service, commercial delivery service, or hand delivery. Update notice, as necessary, including when the amount of asbestos affected changes by at least twenty per cent.
- (3) Postmark or deliver the notice to the Ohio EPA field office having jurisdiction in the county where the demolition or renovation is to occur as follows:
  - (a) At least ten working days before the beginning of any demolition operation, asbestos stripping or removal work, or any other activity including salvage activities and preparations that break up, dislodge or similarly disturb asbestos material if the operation is a demolition or renovation operation subject to this rule; or
  - (b) At least ten working days before the end of the calendar year preceding the year for which notice is being given for individual nonscheduled renovations described in paragraph (B)(4)(a) of rule 3745-20-02 of the Administrative Code; or
  - (c) As early as possible before, but not later than, the following working day if the operation is an emergency demolition, or if the operation is an emergency renovation;
  - (d) For asbestos stripping or removal work in any subject demolition or renovation operation (except for any nonscheduled renovation operations, emergency renovation operations and emergency demolition operations) that will begin on a date other than the one contained in the original notice, notice of the new start date must be provided to the director as follows:
    - (i) When the asbestos stripping or removal operation or demolition operation covered by this paragraph will begin after the date contained in the notice,
      - (a) Notify the Ohio EPA field office of the new start date by telephone as soon as possible before the original start date, and
      - (b) Postmark or deliver to the Ohio EPA field office a written notice of the new start date as soon as possible before, and no later than, the original start date. Delivery of the amended notice shall be by the

United States postal service, commercial delivery service, or hand delivery.

(ii) When the asbestos stripping or removal operation or demolition operation covered by this paragraph will begin on a date earlier than the original start date,

(a) Provide the Ohio EPA field office written notice of the new start date at least ten working days before asbestos stripping or removal work begins.

(b) For demolition covered by paragraph (B)(2) of rule 3745-20-02 of the Administrative Code, provide the Ohio EPA field office written notice of a new start date at least ten working days before commencement of demolition. Delivery of amended notice shall be by the United States postal service, commercial delivery service, or hand delivery.

(iii) In no event shall an operation covered by this paragraph begin on a date other than the date contained in the written notice of the new start date.

(4) Include the following information in the notice:

- (a) An indication of whether the notice is the original or a revised notification;
- (b) Name, address, and telephone number of the facility owner and of the facility operator;
- (c) Name, address, telephone number, and Ohio asbestos hazard abatement contractor license number (if applicable) of the asbestos demolition or renovation operator;
- (d) Location and street address (including building number or name and floor or room number, if appropriate), city, county, and state of the facility being demolished or renovated. Attach to the notification, any site plans, floor plans or other information that may be necessary to enable the operations to be located for inspection;
- (e) Type of operation: demolition or renovation;
- (f) Description of the facility or affected part of the facility including the size (square feet, and number of floors), age, and present and prior use of the facility;
- (g) Estimate of the amount of regulated asbestos-containing material to be removed from the facility in terms of length of pipe in linear feet, surface

area in square feet on other facility components, or volume in cubic feet where the length or area cannot be measured. Also, estimate the approximate amount of category I and category II nonfriable asbestos-containing material in the affected part of the facility that will not be removed before demolition;

- (h) Description of the procedures, including analytical methods, employed to detect the presence of and to estimate the quantity of regulated asbestos-containing material and category I and category II nonfriable asbestos-containing material in the facility;
  - (i) Scheduled starting and completion dates of asbestos removal work or any other activity, such as site preparation that would break up, dislodge, or similarly disturb asbestos material in the demolition or renovation; planned renovation operations involving individual nonscheduled operations shall only include the beginning and ending dates of the report period as described in paragraph (B)(4)(a) of rule 3745-20-02 of the Administrative Code;
  - (j) Description of the planned demolition or renovation work to be performed and method(s) to be employed including demolition or renovation techniques to be used and a description of affected facility components;
  - (k) Description of work practices and engineering controls to be used to comply with the requirements of this chapter, including asbestos removal and waste handling emission control procedures;
  - (l) Name and location of the waste disposal site where the asbestos-containing waste material will be deposited;
  - (m) Scheduled starting and completion dates of demolition or renovation;
  - (n) Description of procedures to be followed in the event that unexpected regulated asbestos-containing material is found or nonfriable asbestos-containing material becomes crumbled, pulverized, or reduced to powder;
  - (o) Name, address, and telephone number of the waste transporter;
  - (p) A certification that at least one person trained as required by paragraph (B) of rule 3745-20-04 of the Administrative Code will supervise the stripping and removal described by this notification.
- (B) In addition to the information required in paragraph (A)(4) of this rule, each owner or operator of an emergency renovation operation shall supply the date and hour that the emergency occurred, a description of the sudden unexpected event, and an explanation of how the event caused an unsafe condition, or would cause equipment

damage or would pose an unreasonable financial burden if not immediately corrected.

- (C) In addition to the information required in paragraph (A)(4) of this rule, each owner or operator of an emergency demolition shall provide the name, title, and authority of the state or local government authority who has ordered the demolition, the date that the order was issued, and the date on which the demolition is ordered to begin. A copy of the order shall be attached to the notification.
- (D) Each owner or operator shall inform the appropriate Ohio EPA field office by telephone or facsimile concerning any of the following changes to information provided by the notice. An amended written notification shall be submitted to that office as soon as possible but not later than one working day following discovery of the change. The changes requiring amended written notification are:
- (1) When the amount of regulated asbestos-containing material affected by the demolition or renovation operations changes by at least twenty per cent;
  - (2) Any deviation in the demolition or renovation schedule or in the methods to be used for asbestos removal or disposal;
  - (3) Any change in the owner or operator; and
  - (4) Any change in the name and location of the selected waste disposal site.
- (E) All notifications required by this rule shall identify the name and title of the person submitting the notification, and shall be signed and dated by the person submitting the notification. The certification required in paragraph (A)(4)(p) of this rule shall acknowledge the existence of laws prohibiting the submission of false or misleading statements and shall certify that the facts contained in the notice are true, accurate and complete.

Effective: 03/02/2012

R.C. 119.032 review dates: 11/30/2011 and 11/30/2016

**CERTIFIED ELECTRONICALLY**  
Certification

02/21/2012

Date

Promulgated Under: 119.03  
Statutory Authority: 3704.03(E)  
Rule Amplifies: 3704.03(A), 3704.03(E)  
Prior Effective Dates: 5/29/90, 11/18/02, 2/2/07

John R. Kasich, Governor  
Scott J. Nally, Director  
[www.epa.ohio.gov](http://www.epa.ohio.gov)

**JOSHUA S. CLIFTON**  
*Asbestos Coordinator  
DAPC/NWDO*  
Northwest District Office  
347 North Dunbridge Road  
Bowling Green, OH 43402-9398  
(419) 373-3058 (419) 352-8468 F  
[Josh.Clifton@epa.ohio.gov](mailto:Josh.Clifton@epa.ohio.gov)



John R. Kasich, Governor  
Scott J. Nally, Director  
[www.epa.ohio.gov](http://www.epa.ohio.gov)

**Environmental  
Protection Agency**

**Tom Sattler**  
*Environmental Supervisor, Technical Services  
Division of Air Pollution Control*

**Northwest District Office**  
347 North Dunbridge Road  
Bowling Green, OH 43402  
419.373.3116 Fax 419.352.8468

[Tom.Sattler@epa.ohio.gov](mailto:Tom.Sattler@epa.ohio.gov)



SPECIAL CONDITIONS PERTAINING TO HAZARDS  
SAFETY STANDARDS AND ACCIDENT PREVENTION

Danger Signals and Safety Devices

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

SPECIAL EQUAL OPPORTUNITY PROVISIONS

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

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

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

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

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

1. Section 202 Equal Opportunity Clauses

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of this non-discrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11248 of September 24, 1965, and

of the rules, regulations, and relevant orders of the Secretary of Labor.

- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the Ohio Department of Development's Office of Housing and Community Partnerships (OHCP), the U.S. Department of Labor and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations or orders of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

- (1) The offerer's or Bidder's attention is called to the "Equal Opportunity Clause".
- (2) Every effort should be taken for minority participation, expressed in percentage terms for the Contractor's aggregate workforce in each trace on all demolition work in the covered area, are as follows:

Goals for Minority Participation - 6.3%

These goals are applicable to all the Contractor's demolition work (whether or not it is Federal or federally assisted) performed in the covered areas. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goal established for the geographical area where the contract resulting from this solicitation is to be performed.

D. Civil Rights Act of 1964

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

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

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

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

- a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.

1701u. [Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.]

- b. The parties of this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
  - c. The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- G. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR



Dave Yost  
Ohio Auditor of State

Office of Auditor of State  
88 East Broad Street  
Post Office Box 1140  
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514  
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Page, Jeff**  
Organization: **Page Excavating Inc**  
Date: **9/5/2018 2:21:19 PM**

This search produced the following list of 5 possible matches:

Name/Organization	Address
Berry, Jeffrey	
Coyan, Jeffrey	17 Columbia St.
Coyan, Jeff	17 Columbia St.
Shuran, Jeffrey	3083 Pondsford Drive
Smith, Jeffrey	125 Waterford Boulevard

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.

**Ohio**

**Bureau of Workers'  
Compensation**

30 W. Spring St.  
Columbus, OH 43215

**Certificate of Ohio Workers' Compensation**

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-844-6292.

This certificate must be conspicuously posted.

Policy number and employer  
01244499

Period Specified Below  
07/01/2018 to 07/01/2019

PAGE EXCAVATING INC  
2398 APPLGATE RD  
LUCAS, OH 44843-9722



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)  
Issued by: BWC

  
Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation**

**Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio**

**Bureau of Workers'  
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.