



Demolition Policies & Procedures

Adopted by the Board of Directors _____

MISSION STATEMENT

The Ashtabula County Land Reutilization Corporation (Land Bank) is an entity that is formed under sections 1724 and 5722 of the Ohio Revised Code. The mission of the Land Bank is to reduce blight and raise neighborhood market values by using its ability to extinguish taxes and liens to make the property more marketable to a prospective owner, therefore returning the delinquent parcel to tax collecting, productive status.

LAND BANK PURPOSE

A Land Bank's purpose is to strategically acquire vacant and delinquent properties, return them to productive use, reduce blight, increase property values, support community goals, and improve the quality of life for Ashtabula County residents.

POLICIES

The acquisition, use, maintenance, and disposition of properties acquired by the Land Bank shall at all times be consistent with the Articles of Incorporation, Code of Regulations, Amendments, and Resolutions of the Land Bank, and in consideration of the public purposes of the Land Bank. Strategic demolition of blighted properties by the Land Bank is an essential component of the Land Bank's mission and purpose and shall further be governed by the following basic policies.

DEMOLITION POLICIES & PROCEDURES

A. DEMOLITION STEPS

1. Identify blighted structures eligible for demolition, inspect and photograph.
2. Obtain a title search and search property records to determine ownership and any lien holders.
3. Secure ownership of structure via property tax foreclosure, direct purchase, deed-in-lieu of foreclosure, property donation or other available methods.
4. Order asbestos testing once ownership is secured.
5. Notify utilities to perform disconnects.
6. Generate abatement estimate upon receipt of asbestos testing results.
7. Issue notice to proceed with abatement once estimate is reviewed and determined to be within budget; consult with the appropriate local government regarding expenses that will exceed allowable costs if project is a Neighborhood Initiative Program grant funded project.
8. Abatement contractor issues 10-day EPA notice and completes abatement.
9. Seek multiple demolition cost estimates; consult with the appropriate local government regarding any expenses that will exceed allowable NIP costs.
10. Award demolition contract to lowest and best bidder.
11. Verify utility disconnects.
12. Issue notice to proceed with demolition.
13. Demolition contractor issues 10 day notice to EPA and completes demolition.
14. Inspect site prior to backfill and then complete backfill.
15. Complete final demolition site inspection.

B. CONTRACTS

1. The Land Bank Reserves the right to accept or reject any or all quotes and to accept the quote that the Land Bank, in its judgment, deems the best and/or lowest.
2. In considering the execution for this work, attention will be given to the method of demolition which the contractor plans to follow; the available experienced and skilled employees which they plan to use in the performance of the work; the types of equipment and materials they plan to use; and they shall prepare and furnish this information in writing at the Land Banks request.
3. All applicable State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.
4. Contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connections with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner. The bond shall be for 100 percent of the contract price. A Payment Bond and Performance Bond are required prior to contract execution. Attorney-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

C. INSURANCE

1. The Contractor shall not commence work under this Contract until he has obtained all the insurance required hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved, approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.
2. The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentations requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.
3. All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Worker's Compensation Insurance in full compliance with the laws of the state of Ohio.
4. The Contractor shall acquire and maintain during the term of the Contract Bodily Injury and Property Damage Liability Insurance under a standard Comprehensive General/Automobile Liability Policy which shall provide and include coverage on all Contractor's Operations, Contractor's Protective (Sublet) Liability, Contractual Liability, Completed Operations Liability, Owned Automobiles and Non-owned and Hired Automobiles.

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

Bodily Injury Liability limits shall be for an amount of no less than Two Hundred Fifty Thousand (\$250,000) Dollars for injuries, including wrongful death to any one person and subject to the same limit for each person, in an amount of not less than Five Hundred Thousand (\$500,00) Dollars on the account of any one occurrence.

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

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

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

D. SPECIFICATIONS

1. Demolition work shall be done in strict accordance with all applicable laws, ordinances, regulations and codes of the jurisdiction in which work is to be performed.
2. The Contractor shall commence the work within ten (10) days from the date of execution of the notice to proceed. The Contractor shall perform the work within the time and in the manner specified, and in conformity with the requirements set forth in the contract.
3. All demolition work, once commenced, must be completed within a reasonable time, seventy-two (72) hours for residential structures and once started, commercial demolition work must be continued daily until finished (excluding legal holidays, Sundays and inclement weather days.)
4. If the Contractor has not completed the work within twenty (20) days after the date specified in the contract, the Land Bank shall be entitled to retain or recover from the contractor as liquidated damages and not as a penalty, an amount equal to One Hundred Dollars (\$100.00) per day plus all costs and expenses for a project inspector, for each and every date (Sundays and legal holidays excepted) the completion of work is delayed beyond the time stipulated.
5. Contractor will begin and complete contract work within the contract dates. Land Bank reserves the right to cancel the contract if not completed within the time limitations of the contract without making substitutions or payments for work not completed.
6. Special attention is also directed to the Fire Safety Restrictions of the local Fire Department. In addition to other restrictions, the burning of any material or rubble on the site is not permitted. A water line shall be laid and manned, at all points where burning torches are used for cutting.
7. Foundations, walls, steps, floors, tanks, and basement, pitwell, and cistern shall be removed and backfilled to the grade level of the surrounding area. In the event a foundation wall contributes to the support of neighboring structures or public streets, it shall be retained. In case of doubt on the part of the Contractor, he shall immediately notify the Local Public Agency with the respect to the removal of wall in question. The lowest basement floor, if concrete, stone or masonry must be totally removed. In the event the structure is on a slab with no basement, the slab shall be removed and all foundations or footers removed entirely.
8. Demolition work shall include the demolition and removal of all building(s) and structure(s), including accessory buildings, structures, and any driveways, and/or driveway aprons (and all trash and debris in or around the structure(s).) In case of doubt on the part of the Contractor, he shall immediately notify the inspector with the respect to the removal of the waste in question.

9. The demolition having been completed as specified above, the basement shall be cleared of wood, trash and other combustible and objectionable material in preparation for the backfilling.
10. It shall be the duty of the Contractor to notify the inspector when he/she desires to backfill the basement area so he/she, or his representative, may be assigned to inspect the basement areas and supervise the backfill operation. Final payment will not be paid where inspection of basement areas has not been made prior to backfilling.

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

11. The grade of the parcel after the structure is demolished and removed and the basement backfilled shall be determined in the field by the inspector and shall be of a uniform slope so that the site will drain properly.
12. The Contractor shall seed the site at 6 lbs. of seed per 1,000 square feet and provide a cover of straw. The Contractor is responsible for insuring that grass is growing on site and that site can be safely mowed.
13. For winter projects, the Contractor is responsible for returning to the site when conditions allow and providing the above described site finish. A flat \$500.00 retainage will be held until site finish is completed.
14. In the event that storage tanks, walls, cisterns or subsurface structures are uncovered in the demolition operation, they shall be removed and/or treated in the same manner as basements. All storage tanks shall be removed. Adequate backfill and drainage of such voids encountered must also be provided.
15. All living trees in good condition, as determined by the inspector, which have a trunk diameter of six (6) inches or larger at ground level shall be retained. The Contractor shall exercise care in the demolition and site clearance operation so that these trees are not injured.
16. Prior to the starting of the demolition work on any individual parcel the Contractor will be responsible for making sure the utilities, including electric, telephone, gas and water service for each building disconnected in strict accordance with the requirements of the Local Community and the Utility Company involved. The Contractor shall properly seal all sewers, laterals for down spouts, etc. at the property line with concrete.

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

17. The Contractor shall notify the Land Bank and adjacent neighbors of the date and time of the demolition at least 24 hours prior to commencing work.
18. Demolition work will only be between the hours of 8 a.m. and 5 p.m. daily, excluding legal holidays, Sunday and inclement weather days.
19. All demolition debris removed from the property must be properly disposed in a licensed CD&D facility or a municipal solid waste landfill. Documentation of proper disposal will be required with the request for payment. All trucks used for hauling must use tailgates and must cover the load securely. Any material dropped from the trucks must be picked up. It shall be the responsibility of the Contractor to clean daily the haul route of all the materials dropped from the haul trucks.

20. Extreme caution shall be used in demolition and removal to prevent damage to adjoining properties not included in this Contract. The Contractor shall be responsible for any damages to adjacent buildings or property caused by demolition and removal.
21. The contractor shall protect all sidewalks, curbs, pavements and other public or private facilities that may be damaged or endangered by work required under the specifications and shall restore and make good sidewalk, curb, pavement and any other public or private facilities that may be damaged or destroyed, to the satisfaction of the LPA.
22. If and whenever the work under this contract shall require the digging up, use or occupancy of any public way, area, alley, sidewalk, or other public place, the Contractor shall furnish, erect and maintain such barriers and lights as will prevent the occurrence of any damage caused in connection with such digging up, use and occupancy and shall assume liability for all damages which may result there from. The Contractor will be required to obtain all necessary permits.
23. The Contractor shall have a water supply to control dust of building(s) that are to be demolished. This shall be done as long as any demolition work is being done. This dust control method shall be solely the Contractor's responsibility to implement. Failure to carry out this portion of the contract will be grounds for the inspector to stop work. Under no conditions will the work be permitted to continue or start until the inspector is satisfied as the method of dust control of the Contractor.

24. SAFETY REQUIREMENTS

- a. The Contractor shall comply with all Federal, State and local laws, ordinances and regulations. This shall include but not be limited to Sections 103 and 107 of the "Contract Work Hours and Safety Standards Act."
 - b. The Contractor shall use all proper precautions to protect persons from injury. Proper guards as specified shall be placed in the vicinity of the work and a sufficient number of red warning lights shall be placed to protect the public from damage and injury. The Contractor shall be held responsible for all damage and injuries.
 - c. The Contractor shall adequately protect the work, adjacent property and the public, and shall be responsible for any damage and injuries.
 - d. The Contractor shall be entirely responsible for all apparatus, equipment as appurtenances as furnished by him in connection with this work until date for final acceptance; special care shall be taken to protect all parts thereof in such a manner as may be necessary or as directed.
 - e. Precautions shall be executed at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed.
25. The use of explosives to perform the work under this contract is prohibited.
 26. The use of weighted ball (commonly referred to as the "PEARHEAD or HEADACHE BALL") to perform the work under this contract is prohibited.
 27. The burning of combustible materials will not be permitted at any time prior, during or after the demolition operations.
 28. No structure shall be moved from the premises as a whole, or any substantially whole condition, but all such buildings shall be demolished on the premises.
 29. The Contractor shall secure all required permits and bonds, and pay all required permit fees necessary to perform this project. Information may be obtained from the Ashtabula County Building Department and the

County Health Department. All copies of necessary paper work must be supplied to the appropriate office prior to the start of demolition.

30. RODENT/PEST EXTERMINATION

Before commencing demolition work, the Contractor shall carry out an effective measure for rodent/pest extermination over the entire site. The method of extermination employed shall be one of successful local use, and shall meet the approval of the Ashtabula County Health Department or the local health department which presides over the jurisdiction in which the work is to be performed. The Contractor shall submit proof of extermination to the Local Public Agency prior to commencing demolition.

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

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

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

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

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

E. **TRAFFIC & SAFETY**

1. All traffic control devices used shall be furnished, placed and subsequently removed by the contractor in conformance with the Ohio Manual of Uniform Traffic Control Devices, most current edition, latest version. The safety and protection of pedestrians and the traveling public shall be of utmost concern and importance throughout the duration of this project.

2. Should the contractor determine that it is necessary to close any traffic lanes during the demolition process, he shall notify the local government in advance of the anticipated date of closure. All land closures shall be

achieved using appropriate signs, cones, barrels and/or other traffic control devices in accordance with the Ohio Manual of Uniform Traffic Control Devices.

3. All sidewalk areas directly adjacent to the demolition activities shall be properly closed and barricaded throughout the demolition project. Sidewalks shall also be properly protected from damaged by falling debris through a method determined by the contractor and approved by the local government.
4. Contractor will provide protection, warning signs, barricades, fall protection, and take all necessary precautions to protect workers and bystanders; will eliminate unnecessary hazards before leaving the jobsite at the end of each day; and will reinstall fall protection and safety precautions at the end of each workday if removed during that day. Hazards such as missing sidewalks and debris must be barricaded with yellow caution tape.
5. Contractor will ensure there is no loss of utilities to surrounding properties.
6. The Contractor will replace at his expense any damage done to utilities caused by the demolition of the building. The Contractor will be required to check with all utility companies and the Ohio Utilities Protection Service to verify location of any and all utilities.