

**PROPOSAL FOR THE  
AUGLAIZE COUNTY DEMOLITION PROJECT  
FOR THE PROPERTY LOCATED AT  
601 LOGAN STREET, WAPAKONETA**

**LETTING DATE: April 17, 2025 – 11:45 a.m.**

SUBMITTED BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PLANS:

AUGLAIZE COUNTY

601 LOGAN STREET, WAPAKONETA, OHIO 45895

SHEETS 1 THRU 2

## **NOTICE TO CONTRACTOR**

Public Notice is hereby given that Auglaize County will receive sealed bids until 11:45 a.m., local time, April 17, 2025. The bids for the project must be mailed or hand delivered to the Board of County Commissioners, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895 in the sealed envelope marked "Demolition for 601 Logan Street Project".

Plans and specifications are on file and available at the Auglaize County Commissioners' Office, 209 South Blackhoof Street, Room 201, Wapakoneta, Ohio 45895.

All demolition and final clean-up work shall be completed and ready for final inspection on or before June 15, 2025.

Bidder shall furnish bond as required in Section 153.54 of the Ohio Revised Code.

No Bidders shall be permitted to withdraw his bid for a period of thirty (30) days after the time of opening of bids.

All bids are to be on a form furnished by the Auglaize County and submitted in a sealed envelope with the name of the Bidder and the project noted plainly on the outside.

Bidders are encouraged to inspect the project site prior to bidding on the project. Bidders may schedule visits through Auglaize County. All pre-bid inspections must be completed no later than five (5) days prior to the bid opening.

Auglaize County, Ohio, reserves the right to reject any or all bids.

David Bambauer  
President of the BOCC

PUBLISH: March 27, 2025

## BIDDING INFORMATION

### SPECIFICATIONS

The standard specifications of the State of Ohio in force on date of contract, will govern this improvement with the following alterations or supplements:

(1) **Definitions and Terms**

- (a) County - Shall mean the Auglaize County Board of Commissioners, Wapakoneta, Ohio or its authorized representatives.

(2) **Partial Estimates**

Partial payments will be made in accordance with Section 153.13 of the Ohio Revised Code.

(3) **Insurance -**

The Contractor shall not commence work under this contract until he has obtained all insurance required herein 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 coverage of the subcontractor has been so obtained and approved.

**Compensation Insurance.** The Contractor shall take out and maintain during the life of this contract, Workmen's Compensation Insurance for all of his employees employed at the site of the project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Workmen's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor.

**Comprehensive Liability Insurance.** Indemnification: The contractor shall fully indemnify and save and hold Auglaize County free and harmless from and against any and all claims, damages, losses, liability, and judgments for personal injuries (including death) and property damage, whether occurring to the persons or properties of the Contractor, his agents or employees, or of subcontractors, if any, or their agents or employees, or any other persons, including the county, arising out of or in connection with the work called for by the contract, or occurring by reason of, or resulting from or occasioned or caused in whole or in part by, any act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or (as to personal injuries, including death, to the Contractor or his employees, or subcontractors or their employees) of the County or its agents or employees or of any other person (s), whether in the execution or in the guarding of the work or otherwise, and free and harmless from and against all claims for payments of Workmen's Compensation premiums (other than the County's) including the defending of any and all litigation with regard to any of the claims referred to

anywhere above in this paragraph. In any and all claims against the County or any of his agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the next preceding paragraphs shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under Workmen's Compensation acts, disability benefit acts, or other employee benefit acts.

**Liability Insurance.** The Contractor shall maintain such insurance as will protect him from claims under Workmen's Compensation acts and from any claims for damages for personal injury, including death, which may arise from operations under this contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall secure and maintain insurance of and in the following types and amounts.

- (a) **Comprehensive Liability.** (To also include contractual protection covering the liability assumed by the contractor under the terms of this article.)

Personal Injury

- each person \$1,000,000
- each accident \$ 2,000,000

Property Damage

- each person \$1,000,000
- aggregate limit \$2,000,000

- (b) **Automobile Liability.** (To include coverage of vehicles hired by the Contractor, and vehicles owned by the Contractor's employees and used in his business, as well as those owned by the Contractor.)

Personal Injury - each person \$1,000,000  
- each accident \$1,000,000

Property Damage - each accident \$1,000,000

## **ADDITIONAL REQUIREMENTS**

- (1) **Terms.** Each insurance contract required by this article shall contain a thirty-day cancellation clause, and shall bear an endorsement committing the insurer to give thirty days' written advance notice of any cancellation or restrictive amendment to the Owner.
- (2) **Certificates.** Copies of certificates of such compliance and insurance shall be filed by the Contractor with the County prior to the initiation of any work at the site, and shall be subject to his review.
- (3) **Subcontractors.** The Contractor shall require all subcontractors to comply with the same laws and to secure and maintain the same types, terms, and amounts of insurance as required of the contractor by this article, excepting only contractual insurance protection covering such indemnification or hold harmless liability or obligations as such subcontractors may assume toward the Contractor and the Contractor shall file.
- (4) **Wage Scale and Labor.** The minimum wage to be paid to all labor employed on this contract shall be in accordance with the Schedule of Prevailing Hourly Wage Rates Ascertained and Determined by the Ohio Bureau of Employment Services, Wage and Hour Division applicable to Auglaize County, a copy of which is attached and made a part of this contract. The Contractor shall pay any wage rate adjustment throughout the duration of this project at his expense.
- (5) **Bid Guarantee.** Each bidder shall in accordance with Section 153.54 of the Revised Code of Ohio, submit with his bid a bid guarantee in the form of either:
  - (a) A bond conditioned to provide that, if the bid is accepted, the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, and specifications. The bond shall be for the full amount of the bid and be in the form as required in Section 153.571 of the Revised Code of Ohio.
  - (b) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code of Ohio to provide that if the bid is accepted the bidder will, after the awarding of the contract, enter into a proper contract in accordance with the bid, plans, details, and specifications. The certified check, cashier's check or letter of credit shall be equal to ten (10) percent of the bid.
  - (c) Bid guarantee procedures shall be in accordance with Section 153.54 of the Ohio Revised Code.
- (6) **SPECIAL NOTE: Proper safety equipment, usage thereof and correct safety procedures shall be enforced throughout the length of this project.**
- (7) **Exceptions by bidders to specifications and/or completion date will not be considered.**

- (8) **CONFINED SPACE AND ELEVATED HEIGHTS:** This project will involve working in confined spaces and at elevated heights. The contractor shall comply with **OSHA Standard 29 CFR 1910.146** and all other regulations in force pertaining to confined spaces throughout this project.
- (9) **MAINTAINING TRAFFIC:** The Contractor shall comply with ODOT's Manual of Traffic Control for Construction and Maintenance Operations latest version to date.

## OHIO REVISED CODE - SECTION 153.54

- (A) Each person bidding for a contract with the state or any political subdivision district, institution, or other agency thereof, excluding therefrom the Department of Transportation, for the construction, demolition, alteration, repair, or reconstruction of any public improvement is required to file with his bid and bid guaranty in the form of either;
- (1) A bond in accordance with Division (B) of this section for the full amount of this bid;
  - (2) A certified check, cashier's check, or letter of credit pursuant to Chapter 1305 of the Revised Code, in accordance with Division (C) of this section. Any such letter of credit shall be revocable only at the option of the beneficiary state, political subdivision, district, institution, or agency. The amount of the certified check, cashier's check, or letter of credit shall be equal to ten per cent of the bid.
- (B) A bid guaranty filed pursuant to Division (A) (1) of this section shall be conditioned to:
- (1) Provide that, if the bid is accepted, the bidder will, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by Section 9.31 of the Revised Code or Division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder and the surety on his bond shall be liable to the state, political subdivision, district, institution, or agency for the difference between his bid and that of the next lowest bidder but resubmits the project for bidding, the bidder failing to enter into the contract and the surety on his bond shall, except as provided in Division (G) of this section, be liable to the state, political subdivision, district, institution, or agency for a penal sum not to exceed ten per cent of the amount of the bid or the costs in connection with the re-submission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.
  - (2) Indemnify the state, political subdivision, district, institution, or agency against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications, and bills of material therefore and to pay all lawful claims of subcontractor, material men, and laborers for labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, material man, or laborer having a just claim, as well as for the state, political subdivision, district, institution, or agency.
- (C) A bid guaranty filed pursuant to Division (A) (2) of this section shall be conditioned to provide that if the bid is accepted, the bidder will, after the awarding or the recommendation for the award of the contract, whichever the contracting authority designates, enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material. If for any reason, other than as authorized by Section

9.31 of the Revised Code or Division (G) of this section, the bidder fails to enter into the contract, and the contracting authority awards the contract to the next lowest bidder, the bidder shall be liable to the state, political subdivision, district, institution, or agency for a penal sum not to exceed ten per cent of the amount of the bid or the costs in connection with the re-submission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less.

If the bidder enters into the contract the bidder shall, at the time he enters into the contract, file a bond for the amount of the contract to indemnify the state, political subdivision, district, institution, or agency against all damage suffered by failure to perform the contract according to its provisions and in accordance with the plans, details, specifications and bills of material therefore and to pay all lawful claims of subcontractors, material men, and labor performed or material furnished in carrying forward, performing, or completing the contract; and agree and assent that this undertaking shall be for the benefit of any subcontractor, material man, or laborer having a just claim, as well as for the state, political subdivision, district, institution, or agency.

- (D) Where the state, political subdivision, district, institution, or agency accepts a bid but the bidder fails or refuses to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material within ten days after awarding of the contract, the bidder and surety on any bond shall, except as provided in Division (G) of this section, be liable for the amount of the difference between his bid and that of the next lowest bidder, but not in excess of the liability specified in Division (B) (1) or (C) of this section. Where the state, political subdivision, district, institution, or agency then awards the bid to such next lowest bidder and such next lowest bidder also fails or refuses to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material within ten days after the awarding of the contract, the liability of such next lowest bidder shall, except as provided in Division (G) of this section, be the amount of the difference between the bids of such next lowest bidder and the third lowest bidder, but not in excess of the liability specified in Division (B) (i) or (C) of this section. Liability on account of an award to any lowest bidder beyond the third lowest bidder shall be determined in like manner.
- (E) Notwithstanding Division (C) of this section, where the state, political subdivision, district, institution, or agency resubmits the project forbidding each bidder whose bid was accepted but who failed or refused to enter into a proper contract shall, except as provided in Division (G) of this section, be liable for an equal share of a penal sum in connection with the re-submission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, but no bidder's liability shall exceed the amount of his guaranty.
- (F) All bid guaranties filed pursuant to this section shall be payable to the state, political subdivision, district, institution, or agency, shall be for the benefit of the state, political subdivision, district, institution, or agency or any person having a right of action thereon, and shall be deposited with, and held by, the board, officer, or agency contracting on behalf of the state, political subdivision, district, institution, or agency. All bonds filed pursuant to this section shall be issued by a surety company authorized to do business in contract on behalf of the state, political subdivision, district, institution, or agency.



- (G) A bidder for a contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the Ohio Department of Transportation, for the construction, demolition, alteration, repair, or reconstruction of a public improvement costing less than one-half million dollars may withdraw his bond from consideration if his bond for some other contract with the state or any political subdivision, district, institution, or other agency thereof, excluding therefrom the Department of Transportation, for the construction, demolition, alteration, repair, or reconstruction of a public improvement costing less than one-half million dollars has already been accepted, if he certifies in good faith that the total amount of all his current contracts is less than one-half million dollars, and if the surety certifies in good faith that the bidder is unable to perform the subsequent contract because to do so would exceed the bidder's bonding capacity. If a bid is withdrawn under authority of this division, the contracting authority may award the contract to the next lowest bidder or reject all bids and resubmit the project for bidding, and neither the bidder nor the surety on his bond shall be liable for the difference between his bid and that of the next lowest bidder, for a penal sum, or for the costs of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders.
- (H) Bid guaranties filed pursuant to Division (A) of this section shall be returned to all unsuccessful bidders immediately after the contract is executed. The bid guaranty filed pursuant to Division (A) (2) of this section shall be returned to the successful bidder upon filing of the bond required in Division (C) of this section.

**OHIO REVISED CODE - SECTION 153.571**

The bond provided for in Division (B) of Section 153.54 of the Revised Code shall be in substantially the following form, and recovery of any claimant there under shall be subject to Sections 153.01 and 153.60 of the Revised Code, to the same extent as if the provisions of such sections were fully incorporated in said bond form:

"KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned \_\_\_\_\_, as principal, and \_\_\_\_\_, as sureties, are hereby held and firmly bound unto as obligee in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on \_\_\_\_\_ to undertake the project known as \_\_\_\_\_. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted by the obligee. In no case shall the penal sum exceed the amount of Dollars. (If the foregoing blank is not filled in, the penal sum will be the full amount of the principal's bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the bid including alternates in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above named principal has submitted a bid for \_\_\_\_\_.

Now, therefore, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials; and in the event the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten per cent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten days after awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

Now also, if the said \_\_\_\_\_ shall well and faithfully do and perform the things agreed by \_\_\_\_\_ to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material men, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any material man or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any wise affect the obligations of said surety on its bond."

SIGNED AND SEALED This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

PRINCIPAL: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SURETY: \_\_\_\_\_

SURETY COMPANY ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

SURETY AGENT'S NAME AND ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTE: Failure by any party to sign Bid Guaranty and Contract Bond shall result in rejection of bid.

BID BOND AND CONTRACT PERFORMANCE BOND

**STATEMENT AS TO DELINQUENT TAXES  
OHIO REVISED CODE 5719.042**

(Contractor to submit statement as to delinquent taxes, incorporation.)

After the award by a taxing district of any contract let by competitive bid and prior to the time the contract is entered into, the person making a bid shall submit to the district's fiscal officer a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

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

This statement must be completed in its entirety and shall become a part of the contract hereto.

I HEREBY CERTIFY that

\_\_\_\_\_  
(name of bidder)

\_\_\_\_\_ does not owe any delinquent personal property taxes in the Auglaize County Taxing District.

\_\_\_\_\_ does owe delinquent taxes in the Auglaize County Taxing District,

in the amount of :        \$ \_\_\_\_\_; with penalties and interest

in the amount of :        \$ \_\_\_\_\_.

Company: \_\_\_\_\_ Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Phone: \_\_\_\_\_

STATE OF \_\_\_\_\_:

ss:

COUNTY OF \_\_\_\_\_:

On this day personally appeared before me \_\_\_\_\_  
to be known to be the individual described in and who executed the within and foregoing instrument, and  
acknowledged that he/she signed the same as his/her free and voluntary act and deed for the uses and  
purposes therein mentioned.

Given under my hand the official seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**This form must be completed and submitted with bid.**

## NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

### OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Organization

BY: \_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

### ACKNOWLEDGMENT

STATE OF \_\_\_\_\_  
ss:

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he/she is  
(Title)  
of the above \_\_\_\_\_ and that the statements contained  
(name of organization)

in the foregoing bid, certification and affidavit are true and correct.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

# EEOC VENDOR COMPLIANCE STATEMENT

THE AUGLAIZE COUNTY, AS A POLITICAL SUBDIVISION OF THE STATE AND AS A RECIPIENT OF FEDERAL FUNDS, IS REQUIRED BY EXECUTIVE ORDER 11246 AND OHIO REVISED CODE SECTION 125.111, TO INCLUDE IN ALL CONTRACTS FOR THE PURCHASE OF MATERIALS, EQUIPMENT, SUPPLIES, CONTRACTS OF INSURANCE, OR SERVICES, A CLAUSE IN WHICH THE CONTRACTOR AGREES TO THE FOLLOWING:

1. That in the hiring of employees for the performance of work under the contract or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability or military status as defined in section 4112.01 of the Revised Code shall not discriminate against any citizen by reason of race, color, religion, sex, age, handicap, national origin, or ancestry;
2. That no contractor or subcontractor shall in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin, or ancestry.

THE UNDERSIGNED AFFIRMS THAT THE CONTRACTOR NAMED COMPLIES WITH ALL OF THE REQUIREMENTS SET OUT ABOVE, AND THAT SUCH CONTRACTOR WILL CONTINUE TO COMPLY WITH THESE REQUIREMENTS FOR THE TERM OF THE CURRENT CONTRACT WITH THE AUGLAIZE COUNTY AND FOR THE DURATION OF ALL FUTURE CONTRACTS WITH THE COUNTY.

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

By accepting this contract, the contractor agrees not to discriminate against any person seeking or hired for employment (ref: R.C. 125.111)

(Nov. 2013)

## NOTICE OF AWARD

To: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PROJECT Description: \_\_\_\_\_

The OWNER has considered the BID/QUOTE submitted by for the above described WORK.

You are hereby notified that your BID/QUOTE has been accepted for items in the amount of  
\$ \_\_\_\_\_.

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.

If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Auglaize County Board of Commissioners  
Owner

By: \_\_\_\_\_

Name: David Bambauer

Title: BOCC President

### ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD is hereby acknowledged by \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

## NOTICE TO PROCEED

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

PROJECT Description: \_\_\_\_\_

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

Auglaize County Board of Commissioners  
Owner

By: \_\_\_\_\_

Name: David Bambauer

Title: BOCC President

## ACCEPTANCE OF NOTICE

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**NOTICE OF COMMENCEMENT OF A  
PUBLIC IMPROVEMENT PURSUANT TO  
REVISED CODE §1311.252**

State of Ohio,                                 )  
  ) ss:  
County of Auglaize                         )

David Bambauer (the "Affiant"), being first duly sworn, says that:

1. Affiant is the President of the Board of County Commissioners, Auglaize County, Ohio (the Public Authority).
2. The Public Authority will be commencing a public improvement identified as follows:  
\_\_\_\_\_.
3. The following lists the name, address and trade of each of the principal contractors working on this public improvement:

<u>Name</u>	<u>Address</u>	<u>Trade</u>	<u>Date of First Executed Contract for the Public Improvement</u>
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4. The following lists the names and addresses of the sureties for all of those principal contractors:

<u>Principal Contractor</u>	<u>Name of Surety</u>	<u>Address of Surety</u>
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5. For the purpose of serving an affidavit pursuant to Revised Code §1311.26, service may be made upon the following representative of the Public Authority:

David Bambauer, President, Auglaize County Board of Commissioners, 209 S. Blackhoof Street,  
Room 201, Wapakoneta, Ohio 45895

FURTHER AFFIANT SAYETH NAUGHT.

X \_\_\_\_\_  
Signature

SWORN TO BEFORE ME and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

X \_\_\_\_\_  
Notary Public

[SEAL]

## GENERAL NOTES AND SPECIFICATIONS

### SCOPE OF PROJECT

The project shall consist of the demolition of five (5) elevated silos and dryer along with the proper disposal of the contents for the property located at 601 Logan Street., Wapakoneta, Ohio, owned by 4 Oen Investments, LLC. Asbestos-Containing Materials will be removed before demolition. Reference is made to a site drawing of the property 601 Logan Street, Wapakoneta, Ohio to be demolished. Contractor will not be responsible for asbestos removal. A copy of said site drawing is attached and made a part of this proposal. Estimated Costs – Demolition \$381,524.00.

- 1) All debris and rubble shall be deposited at an approved Ohio EPA disposal site. The Contractor shall state on the bid form the location proposed to deposit the demolition debris.

- 2) Existing Utility Connections

Contractor shall coordinate the disconnection of utilities with the 4 Oen Investments, LLC at least fifteen days prior to start of work. The remaining structures will need power maintained. The cost of any new infrastructure is not within the scope of this contract; however the contractor must coordinate with the owner to ensure work is aligned to avoid or minimize disruptions of service.

- 3) Asbestos – Removal

The asbestos testing and removal will be completed before the start of the demolition project. Contractor will need to coordinate demolition with the contractor removing the asbestos.

- 4) Security and Protection

The Contractor shall be responsible for securing the site at all times during the remediation/removal work until the project is completed. The Contractor shall be responsible for securing the site at all times during the demolition work until the project is completed. The Contractor shall use and maintain an existing 6 ft. high security fence in a sufficient quantity to protect the site and to warn of impending danger to the general public. "Keep Out" or "No Trespassing" signs shall be placed on the fence in adequate quantity to warn of impending danger, as directed by the County.

- 5) Overall Site Clean-up

All demolition debris at the conclusion of the project shall be removed to the bare ground. All debris outside the project shall be removed, raked or swept clean to leave the property in a clean and neat condition upon completion of the project.

- 6) Backfill

Contractor will be responsible for all backfill. Contractor can obtain suitable clay to use up to and within the top 6" of finished grade, with the top 6" to be topsoil that is brought in from an outside source. Contractor shall achieve at least 95% compaction on all back fill. -A testing agency must be used on site to confirm 95% compaction has been met.

7) Existing Foundations

All existing foundations encountered shall be removed in its entirety.

8) Equipment

Only rubber tired vehicles or equipment shall be permitted beyond the project area. No tracked vehicles or equipment are permitted on street right-of-ways or paved surfaces.

9) Time of Completion

All removal and/or demolition work shall be completed and ready for final inspection on or before June 15, 2025.

10) Liquidated Damages

Failure to complete the demolition work per the plans and specifications on or before June 15, 2025, shall cause the Contractor to be liable for liquidated damages. Liquidated damages in the amount of three hundred and 00/100 dollars (\$300.00) shall be charged for each calendar day beyond the completion date.

If the Contractor experiences delays in the completion of all work which is beyond his control, he may request an extension of the completion date. Such request for an extension of the completion date shall be submitted in writing to the Board of County Commissioners within 3 days of such delay of work not caused by the Contractor. The total amount of liquidated damages will be deducted from the original contract lump sum cost.

11) Dust Control

The Contractor shall be required to control dust as required by all applicable regulations created by the demolition and removal work. The Contractor shall be required to wet the debris from time to time to control dust as directed by the Engineer

12) Concrete Removal & Grinding

All concrete, once demolished, will be removed according to industry standards.

13) Seeding and Grading

- A) Any disturbed working area is to be backfilled and graded to match existing grade and prepared for seeding.
- B) Seeding is to be performed by Contractor
- C) Seed mixtures shall be in conformance with the requirement of ODOT Item 659.07 and ODOT Item 659.09 Class 2.

14) Proper notification to all applicable regulatory agencies regarding the demolition is the responsibility of the Contractor.

15) Abandon Well and Septic

If applicable, contractor responsible to abandon well and septic per state regulations.  
Back fill and seeding requirements apply to the well and septic pit removal as well.

End General Notes and Specifications

**BID PROPOSAL FOR THE  
DEMOLITION FOR THE PROPERTY LOCATED AT  
601 LOGAN STREET, WAPAKONETA, OH PROJECT**

**BID DATE:** April 17, 2025 – 11:45 a.m.

The undersigned having full knowledge of the site, specifications, and plans for this demolition project, and the conditions of this proposal hereby agrees to furnish all labor and equipment necessary to complete the entire project according to the plans, specifications, and completion date, and to accept the lump sum bid specified below as full compensation for the work required in this proposal.

PROPOSED SITE TO DEPOSIT DEMOLITION DEBRIS:

\_\_\_\_\_

Date of Completion ..... June 15, 2025

Bid for the demolition of the Auglaize County 601 Logan Street., Wapakoneta, OH project:

Lump Sum Bid:                   \$ \_\_\_\_\_

Spell out amount of Bid: \_\_\_\_\_

Bid Submitted By:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

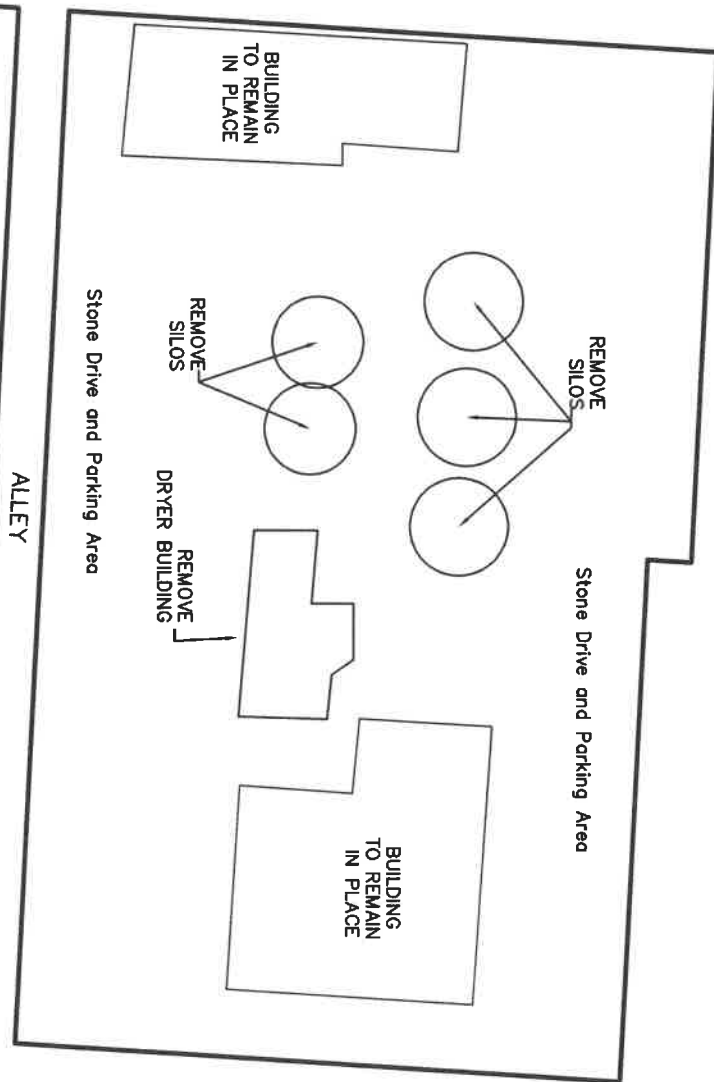
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

601 LOGAN STREET  
WAPAKONETA, OHIO 45895

COURT STREET



ALLEY

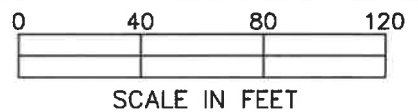
Stone Drive and Parking Area

REMOVE  
SILOS

REMOVE  
DRYER BUILDING

BUILDING  
TO REMAIN  
IN PLACE

BUILDING  
TO REMAIN  
IN PLACE



SITE PLAN

