



Demolition Policies & Procedures

Adopted by the Board of Directors Feb. 25, 2014
Revised April 24, 2018

MISSION STATEMENT

The Mahoning County Land Reutilization Corp. will strategically acquire distressed properties and return them to productive, tax-paying use. The Mahoning County Land Reutilization Corp. (the “Land Bank”) will: reduce blight; stabilize neighborhoods and property values; promote neighborhood reinvestment and economic development opportunities; and improve the quality of life in Mahoning County.

LAND BANK PURPOSE

- Facilitate the **strategic** acquisition of abandoned, tax-delinquent, unmarketable or other distressed properties and reclaim underutilized properties that can be razed to remove blight, rehabilitated or transferred to increase residential ownership.
- Temporarily hold and manage certain types of properties designated for reuse.
- Work in partnership with Mahoning County communities to assemble properties and consolidate ownership of properties in transitional areas.
- Promote healthy, sustainable neighborhoods across Mahoning County.

POLICIES

The **strategic** demolition of properties by the Land Bank shall be governed by the following basic policies. The acquisition, use, and disposition of such properties shall at all times be consistent with the authority granted by the Land Bank Bill (SB188/HB313), the articles of incorporation and bylaws of the Land Bank, and the public purposes set forth in the foregoing.

1. Policies Governing the Demolition of Properties

A. Specifications

- Demolition will consist of site clearance including the house and all ancillary structures on the property such as garages and sheds; all paved surfaces including driveways, service walks and patios; all shrubs, bushes, walls, fences, foliage and all deplorable material; and backfill and grading of the site. No structure released for demolition to a contractor shall be burned either while standing or after being demolished.
- The entire structure will be removed including all walls, floors, ceilings and foundation supports of all kinds. The entire foundation will be removed unless portions are needed to support a neighbor’s driveway, sidewalk or adjacent structure, or unless the Executive Director believes an exception is warranted and documents it in writing. If an exception is warranted, then the foundation will be removed to a grade of eighteen (18”) inches below the existing ground level

and, in cases where basements exist, the contractor shall break up the basement floors in such a manner as to permit the drainage of water.

- When a structure has a basement or vault that extends beyond the property line and into the city right-of-way, the contractor will remove the sidewalk, concrete, pavement, brick, stone or paving and backfill the basement or vault with clean fill.
- When the removal of sidewalks has been made necessary the voids or spaces resulting from such removal shall be replaced in kind by the contractor.
- Cellars of demolished structures in which cleanup of debris has been completed will not be backfilled until a final inspection has been made and approval given by the inspector in charge of the work.
- Contractor will dispose of all debris at an approved disposal facility. All landfill manifests relating to disposal of demolition debris must be supplied to secure payment for demolition.
- Sewers will be disconnected and all sewer laterals shall be exposed within five (5) feet outside of the foundation and capped using the appropriate sized cap and flexible coupling.
- Backfill shall consist of solid, rock or granular material and shall meet all general requirements of item 202.06 of the Ohio Department of Transportation Construction and Materials Specifications. Stone shale is not an acceptable backfill material. Masonry material from the demolition site may be mixed with the above backfill provided it is smaller than one cubic foot in volume and free from solid waste and other demolition debris. All non-masonry demolition debris shall be disposed of at an approved landfill.
- All lots are to be filled and graded by contractor to present a neat, well-drained appearance that is acceptable to the Land Bank. This grade is to promote property runoff and to eliminate standing water. Any additional soil necessary for fill and grading shall be furnished by the contractor. The final grade shall be free of all rocks and debris larger than three (3) inches in diameter.
- When specified, the contractor shall seed the site at 6 lbs. of seed per 1,000 sq. ft. 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.
- 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 retainage will be held until site finish is completed.**
- All work is subject to inspection and acceptance by the Land Bank as to compliance with the specifications and any non-complying work or imperfect

work and/or materials that is discovered before final acceptance shall be corrected or replaced immediately on demand of the Land Bank staff.

B. Contracts *(Revised 4/24/18)*

- The Land Bank will – as needed -- solicit requests for proposals (RFPs) from contractors that have requested to quote demolition work.

If a contractor is to be awarded a contract for demolition work and is a foreign corporation, no contract may be entered into until the Secretary of State has certified that such corporation is authorized to do business in Ohio. If such a contractor is a person who is a nonresident of the state, no contract may be entered into until that person has filed with the Secretary of State a power of attorney designating that officer as its agent for the service of summons under the statutory provision concerning actions to enforce bidders' and contractors' bonds or under specified provisions of the Workers' Compensation Law.

- No contract for demolition may be entered into until the Industrial Commission has certified that the contractor so awarded the contract has complied with the statutory provisions relating to workers' compensation.
- The Land Bank will consider factors including – but not limited to -- a contractor's prices; quality of past work; capacity; productivity; equipment under ownership; experience and skill of its employees; reputation in the industry; and references to select desirable firms.
- Contractors selected through the RFP process will bid against one another on individual houses, grouped and awarded by geographies as determined by the Land Bank.
- The Land Bank will consider factors including – but not limited to -- a contractor's prices; quality of past work; capacity; productivity; and availability in awarding contracts within 15 percent of the lowest average quote received among qualified contractors.
- Contracts may be awarded without bid in urgent circumstances, as determined by the Land Bank.
- The contractor must agree to both of the following:
 - that, in hiring employees to perform work under the contract (or any subcontract), the contractor, subcontractor, or any person acting on a contractor's or subcontractor's behalf may not discriminate against any citizen of the state, by reason of race, creed, sex, disability as defined in R.C. 4112.01, or color, in the employment of labor or workers who are qualified and available to perform the work; and
 - that a contractor, subcontractor, or any person on a contractor's or subcontractor's behalf, may not, on account of race, creed, sex,

disability as defined in R.C. 4112.01, or color, discriminate against or intimidate any employee who is hired to perform the contracted work.

2. Procedures Governing the Demolition of Properties *(Revised 3/28/17)*

A. Demolition Steps

- Award demolition contract to the most responsive and responsible bidder.

C. Insurance

The required extent and limits of the types of insurance required from the contractor are as follows and as designated in the column marked "Required." The Land Bank reserves the right to increase or decrease the limits of insurance coverage as the Land Bank deems appropriate.

Item	Each Person	Each Accident	Per Occurrence	Required
A	XXXXXX	XXXXXX	XXXXXX	Yes
B	1,000,000	XXXXXX	1,000,000	Yes
C	XXXXXX	1,000,000	1,000,000	Yes
D	1,000,000	XXXXXX	1,000,000	Yes
E	XXXXXX	1,000,000	1,000,000	Yes
F	1,000,000	XXXXXX	XXXXXX	Yes
G	XXXXXX	1,000,000	1,000,000	Yes
H	1,000,000	XXXXXX	1,000,000	Yes
I	XXXXXX	1,000,000	1,000,000	Yes
J	<u>AS REQUIRED BY RAILROAD</u>			
K	<u>AS REQUIRED BY LAND BANK</u>			
L	The LAND BANK WILL ACCEPT A COMBINED SINGLE LIMIT OF \$2,000,000.00 <u>FOR ITEMS B, C, D, E, F, G, H, I</u>			

Certificates from the insurance carrier stating the limits of liability and expiration date shall be delivered to the Land Bank.

- Item A - Workers' Compensation and/or Employer's Liability Insurance as required or specified by State Law.
- Item B - Contractor's Direct Bodily Injury Liability Insurance.
- Item C - Contractor's Direct Property Damage Liability Insurance.
- Item D - Contractor's Protective Bodily Injury Liability Insurance.
- Item E - Contractor's Protective Damage Liability Insurance.
- Item F - Owner's Protective Bodily Injury Liability Insurance, naming the owner as insured.
- Item G - Owner's Protective Property Damage Liability Insurance, naming the owner as insured.
- Item H - Bodily Injury Liability Insurance covering motor vehicles either owned by the contractor or being used in connection with the prosecution of the work embraced under this contract.
- Item I - Property Damage Liability Insurance covering motor vehicles either owned by the contractor or being used in connection with the prosecution of the work embraced under this contract.
- Item J - Such Protective (including Railroad Protective and Contractual Bodily Injury Liability Insurance and such Protective (including Railroad Protective) and Contractual Property Damage Liability Insurance as shall be required by the railroad and other utility companies whose property, facilities or rights of way may be affected by the work to be done under this contract, in such amounts and in such forms as each such utility company may require.

2. Procedures Governing the Demolition of Properties

A. Demolition Steps

The Land Bank anticipates this procedure for demolition:

- Identify blighted structures eligible for demolition, inspect and photograph.
- Obtain a title search and search property records to determine ownership and any lien holders.
- Secure ownership of structure via property tax foreclosure, direct purchase, deed-in-lieu of foreclosure, property donation or other available methods.
- Order asbestos testing from pre-qualified firms at pre-negotiated rates once ownership is secured.
- Notify utilities to perform disconnects of water, electric, gas, phone and cable.
- Generate abatement estimate upon receipt of asbestos testing results, if abatement is necessary.
- 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.

- Abatement contractor issues 10-day EPA notice and completes abatement.
- Seek multiple demolition cost estimates; consult with the appropriate local government regarding any expenses that will exceed allowable NIP costs.
- Award demolition contract to lowest and best bidder.
- Verify utility disconnects.
- Issue notice to proceed with demolition.
- Demolition contractor issues 10-day notice to EPA and completes demolition.
- Inspect site prior to backfill and then complete backfill.
- Complete final demolition site inspection.

B. Performance

- The contractor shall comply with all laws, ordinances, regulations and rules promulgated by the jurisdiction in which work is to be performed (e.g. in Youngstown you must follow all the rules relative to performing demolition in Youngstown).
- The contractor to whom a contract is awarded by the Land Bank shall, within ten (10) days after notice of award and receipt of agreement forms from the Land Bank, sign and deliver to Land Bank all required copies of the agreement.
- The contractor will obtain a valid permit when performing demolition work. No permits are to be obtained after demolition is done.
- Contractors must apply for a refuse hauler permit where required and comply with all hauling regulations.
- Property dimensions and quantities are available from Mahoning County Auditor's records and, although deemed reliable, must be field verified.
- The contractor shall commence the work within **ten (10)** days from the date of execution of agreement. 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.
- 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.
- 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.
- Contractors must hose down the work site during the operations by connecting to hydrants adjacent to the work site. This is for dust control measures. Contractors will pay the standard water user fee per single residential structure unless contractor provides his own water through portable means.
- Contractor will minimize noise, dust and inconvenience to neighbors.

- Contractors shall not leave mud or any mess on streets or sidewalks while equipment is being loaded or unloaded.
- 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.)
- If the contractor has not completed the work within thirty (30) 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 day (Sundays and legal holidays excepted) the completion of work is delayed beyond the time stipulated.
- 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.
- Contractor shall not sublet, sell, transfer or assign any portion of the contract without the prior written consent of the Land Bank.
- The contractor shall provide to the Land Bank verified original receipts from an approved land fill or dump site, evidencing that all waste material from the job site contracted was disposed of in a proper manner. Receipts shall bear the job address, location of landfill or dump site, cubic yardage dumped, and bear the signature of the contractor's driver. In the event such landfill receipts are not provided, the Land Bank shall withhold payment until received and approved.

C. Traffic and Safety

- 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.
- 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 lane 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.

- 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 damage by falling debris through a method determined by the contractor and approved by the local government.
- 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.
- Contractor will coordinate with the Land Bank to have utilities shut off for project location. Contractor will ensure there is no loss of utilities to surrounding properties.
- 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.