

WYANDOT COUNTY, OHIO
DEMOLITION SPECIFICATIONS

For

Original Chief Dairy
422 W. Guthrie Street
Upper Sandusky, Ohio 43351

TRC Project No. 529412.0000.0000

Date: May 2023

PREPARED FOR:

Wyandot County, Ohio

PREPARED BY:



4340 Glendale-Milford Road, Suite 100
Cincinnati, Ohio 45242
513-489-2255

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PS-1 – PROPOSED SCHEDULE

PROJECT

Demolition – Original Chief Dairy:
422 W. Guthrie Street
Upper Sandusky, Ohio 43351

PROPOSED SCHEDULE

Bid Release / Advertisement for Bid:	Wednesday, May 24, 2023	
Pre-Bid Meeting:	Wednesday, May 31, 2023	11:00 AM
Bids Due:	Wednesday, June 14, 2023	5:00 PM
Award Date:	Monday, July 3, 2023	5:00 PM

Anticipated Asbestos Abatement and Universal Waste Removal and Demolition
Start Date: July 19, 2023

CONTACTS

Wyandot County Representative

Treston Hall
County Clerk
109 S Sandusky Avenue
Upper Sandusky, Ohio 43351
Phone: 419-294-3836
Email: wycocom@co.wyandot.oh.us

ENGINEER

Michael B. Kohl, P.E., P.S
Wyandot County Engineer
320 N. Warpole Street
Upper Sandusky, Ohio 43351
Phone: 419-294-2330
Email: mkohl@wyandotcountyengineer.com

SECTION 00110 – PROJECT CONTACTS

PROJECT

**Demolition – Original Chief Dairy Building
422 W. Guthrie Drive at Keller Street
Upper Sandusky, Ohio 43351**

CONTACTS

Wyandot County

Treston Hall
County Clerk
109 S Sandusky Avenue
Upper Sandusky, Ohio 43351
Phone: 419-294-3836
Email: wycocom@co.wyandot.oh.us

ENGINEER

Michael B. Kohl, P.E., P.S
Wyandot County Engineer
320 N. Warpole Street
Upper Sandusky, Ohio 43351
Phone: 419-294-2330
Email: mkohl@wyandotcountyengineer.com

UPPER SANDUSKY FIRE CHIEF

Chief Maginn
Fire Department
120 N. 7th Street
Upper Sandusky, Ohio 43351
Office: 419-294-3322

WATER

Eric Honaker
Upper Sandusky Water Works
119 N. 7th Street
Upper Sandusky, Ohio 43351
Phone: 419-835-2882

SEWER UTILITIES

Dave Schneider
Upper Sandusky Sanitary District
155 Indian Mill Drive
Upper Sandusky, Ohio 43351
Phone: 419-731-3181

ELECTRIC UTILITY

Aaron Rieman
American Electric Power – Customer Account Manager
2622 S State Route 100, 01
Tiffin, Ohio 44883
Phone: 419-443-7549

GAS UTILITY

Columbia Gas of Ohio
290 W Nationwide Boulevard
Columbus, Ohio 43215
Phone: 800-344-4077

SOIL EROSION

Wyandot County Soil & Water
97 Houpt Drive
Upper Sandusky, Ohio 43351
Phone: 419-294-2312

END OF SECTION 0011

SECTION 00400 – BID/TENDER FORM

SUBMITTED (by mail or hand) TO: Wyandot County Commissioners
c/o Treston Hall County Clerk
Wyandot County Office of Economic Development
109 S. Sandusky Avenue
Upper Sandusky, Ohio 43351

FOR: **“Demolition – Original Chief Dairy Building, 422 W. Guthrie Drive, Upper Sandusky, Ohio 43351”**

DATE: _____

NAME OF BIDDER: _____

ADDRESS: _____

TELEPHONE: _____

TO: Wyandot County, OH (hereinafter called “COUNTY”):

The Bidder, in compliance with Wyandot County’s invitation for bids for the project **“Demolition – Original Chief Dairy Building, 422 W. Guthrie Drive, Upper Sandusky, Ohio 43351”**, and having examined the Ohio Department of Development Grant Agreement #ODSA-2022-192116 along with the other related documents provided in this bid, and having examined the site of the proposed work, and with all conditions surrounding environmental abatement and disposal of asbestos and hazardous materials, structure deconstruction and demolition, site feature demolition, and site restoration, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendence, perform all work, provide all services, and to perform all work in accordance with Contract Documents, to be provided by COUNTY, at price stated below. Prices are to cover all expenses incurred in performing work required under Contract Documents, of which this Bid/Tender is a part.

ORIGINAL CHIEF DAIRY SITE DEMOLITION SPECIFICATIONS

PRICE WORKSHEET

REMEDIATION

Bidder will complete the Remediation Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Units	Estimated Quantity	Unit Price	Proposal Price
1.0	GENERAL PROJECT PROCEDURES				
1.1	Preparation of Work Plan and Health & Safety Plan (remediation and demolition), Mobilization & Demobilization	LS	1	Lump Sum	
2.0	REMEDIATION PROCEDURES				
2.1	Abatement & Disposal of Asbestos and Universal Waste and Regulated (Hazardous) Waste	LS	1	Lump Sum	
	Total of All Proposal Prices				\$

Total Bid Price: \$ _____

In Words: _____

Contractor Name: _____

ORIGINAL CHIEF DAIRY SITE DEMOLITION SPECIFICATIONS

DEMOLITION

Bidder will complete the Demolition Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Units	Estimated Quantity	Unit Price	Proposal Price
1.0	DEMOLITION PROCEDURES				
1.1	Preparation of Work Plan and Health & Safety Plan, Mobilization & Demobilization	LS	1	Lump Sum	
1.2	Structures and Site Features Demolition	LS	1	Lump Sum	
1.3	Construction Demolition Debris Disposal	TON			
1.4	Site Restoration	LS	1	Lump Sum	
	Total of All Proposal Prices				\$

Total Bid Price: \$ _____

In Words: _____

Contractor Name: _____

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- [illegible]

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-
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ORIGINAL CHIEF DAIRY SITE DEMOLITION SPECIFICATIONS

GENERAL

Bidder, if awarded a Contract, hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" by the COUNTY.

The bidder agrees that the COUNTY may accept or reject any or all of the bids.

Bidder understands that the COUNTY reserves right to accept or reject any or all Bid/Tenders and to waive any informalities or irregularities herein.

ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of following addenda:

ADDRESS, LEGAL STATUS, AND SIGNATURE OF BIDDER

The undersigned does hereby designate the address, given below, as the legal address to which all notices, directions, or other communications may be served or mailed.

P.O. Box
(if applicable) or Street _____

City State Zip Code

The undersigned does hereby declare that it has the legal status checked below.

_____ Individual
_____ Co-Partnership
_____ Corporation Incorporated under the laws and State of _____

ORIGINAL CHIEF DAIRY SITE DEMOLITION SPECIFICATIONS

The names and address of all people indicated as partners in this Bid Proposal are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____

This Bid Proposal is submitted in the name of:

(Name of Bidder)

By: _____

Title: _____

Signed and sealed this _____ Day of _____, 20____

SUBCONTRACTOR LIST

The following list should contain the names, contact information, and items of work assigned to each subcontractor. Subcontractors are subject to the same requirements as the general contractor and shall provide documentation and certifications as required in the contract documents. Subcontractor payment will be handled by the Contractor. Separate agreements will not be made between the subcontractor and the COUNTY.

SUBCONTRACTOR LIST

Work Item	Subcontractor Contact Information

Note: Additional pages may be attached if necessary.

ORIGINAL CHIEF DAIRY SITE DEMOLITION SPECIFICATIONS

REFERENCES

Bidder shall submit at least three (3) references of past projects within the past three (3) years similar in nature to this proposed project. This list shall include company name, person to contact, address, telephone number, and email. Failure to include references will be cause for rejection of Proposal as non-responsive. Use space provided below or additional sheets as necessary.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

_____ Years _____ Months

Reference No. 1	
Description	
Name/Organization:	
Contact:	
Address:	
Phone:	
Email:	
Budget:	\$
Type of Project/Short Narrative:	

Reference No. 2	
Description	
Name/Organization:	
Contact:	
Address:	
Phone:	
Email:	
Budget:	\$
Type of Project/Short Narrative:	

ORIGINAL CHIEF DAIRY SITE DEMOLITION SPECIFICATIONS

Reference No. 3	
Description	
Name/Organization:	
Contact:	
Address:	
Phone:	
Email:	
Budget:	\$
Type of Project/Short Narrative:	

END OF SECTION 00400

SECTION 00800 – SUMMARY OF WORK

PART 1

1.1 GENERAL SITE INFORMATION

HISTORY

The Original Chief Dairy Building (the Site) is located at 422 W. Guthrie Drive at Keller Street on the northwest side of Upper Sandusky, Ohio (Wyandot County Parcel ID #06-7047-750000 & #06-7047-8000 or 40.834111, -83.286672). The Site was formerly operated as the original Chief Dairy. Later building additions were added to the south and are not included in this scope-of-work.

Currently the building referenced above is in fair condition and is generally safe for entry. The COUNTY's plans are to enter into a contract agreement with a selected Bidder to remove hazardous materials (asbestos, universal and hazardous waste) and to demolish the existing Site building there by eliminating the public safety hazard and clear the way for potential future development of the Site.

This project will be performed in a phased approach over an anticipated period of four to six weeks and will include a remediation phase, a demolition phase, and restoration phase. The remediation phase will include abatement of asbestos containing material (ACM) in and/or on the building structure. This phase will also include proper removal and disposal of universal and hazardous waste accumulated inside the building and/or on the property. The demolition phase will commence following these removal and abatement activities and will include demolition of the building structure, segregation of demolition residuals and either proper disposal, recycling and/or reuse as onsite fill material to support the final restoration grading plan implemented for the project.

Refer to all Appendices and other Sections as referenced herein for required means and methods. Unless specified in these Appendices and Sections, the Bidder is responsible for developing and implementing all other means and methods related to the Scope of Work, subject to approval by the COUNTY.

EXISTING CONDITIONS

The existing Site layout is shown on the Site Figures included in Appendix A. Total size of the Site is approximately 0.89 acre. The Site is wholly contiguous.

The Subject Site is bound by an occupied commercial structure and consists of Parcel ID #06-7047-75000 and #06-7047-8000, Figure 2. Adjacent properties consist of Save-A-Lot (415 W. Church Street) to the north, Keller Street to the east, the former Chief Dairy building addition; now vacant and most recently identified as Mid-West Spray Drying Co. (422 W. Guthrie Drive) to the south, and residential properties to the west. There is no barrier, i.e.; fencing, between the Subject Site and the adjacent properties.

The Subject Site building is vacant. Evidence of vandalism is present throughout the building including, but not limited to; damage to the floors, walls, doors, ceilings, and windows. Damaged and/or delaminating building material debris, may include, but are not limited to; acoustical ceilings, ceiling tile, floor tile, drywall, plaster, pipe and/or duct wrap, transite panels, roofing, and insulation, are located throughout the building. Some building debris, along with other building materials, are asbestos containing materials (ACM). Additional discussion related to ACM sampling, analysis, and removal requirements are described in Appendix B of this request. The Bidder shall note that lead paint may be

present, due to the age of the building, and mold has been observed on floors, walls, and ceilings within the building and shall account for this condition as part of their health and safety plan development.

Subject Site building is circa 1945, brick and mortar construction on concrete foundation with a built-up rubber roof on steel. The Subject Site building is presented in two sections; the front section is a three-story building with a fourth-floor freight elevator tower, and a full basement. The front section is approximately 60'x40'. A concrete loading dock with a metal canopy is located on the west side, facing Keller Street measuring approximately 180 ft². The rear section is one-story on a concrete foundation measuring approximately 60'x65'. The Original Chief Dairy is connected to a large addition to the south via a tunnel at the southeast corner of the Original Chief Dairy Building, running parallel to Keller Street. The tunnel measures approximately 4'x7'x25'.

The gas meter hut, a concrete block and metal roofed building on slab is located on the northeast side of the main building and measures 168 ft². This building houses a 3" natural gas line emanating from Keller Street and services the subject building and the building addition(s) to the south for the whole Site. The natural gas service is reported to have been abandoned at the gas meter valve located in the utility easement on Keller Street and the gas meter removed.

The Subject Site fronts and is accessed via Keller Street. The reportedly abandoned natural gas service is present on the north side of the building, housed in the gas meter hut, emanating from the northeast corner of the property at Keller Street. Aerial electric is reported to have been abandoned, but remains present on the south-southwest and north-northwest adjacent properties. Water service is present, emanating from Keller Street, entering the east side of the basement level for the subject building. The water service is reported to have been shut off and the water meter removed.

ASBESTOS INSPECTION AND REMOVAL

The County contracted with TRC Environmental Services (TRC) to perform pre-demolition activities, which included an asbestos survey and associated removal specifications. The TRC *Asbestos Hazardous Materials Survey Report, Former Dairy – Upper Sandusky*, dated May 27, 2022 is included in Appendix B. A copy of Ohio Environmental Protection Agency (OEPA), Division of Air Pollution – *Notification of Demolition and Renovation/Abatement* is included in Appendix C for reference. A photographic log depicting site conditions is included in Appendix D.

Asbestos Containing Materials (ACMs) were identified in and/or on the Subject Site building as documented in TRC's May 2022 report. Friable and regulated non-friable ACM's must be removed prior to demolition in accordance with Environmental Protection Agency (EPA) National Emission Standards for Hazardous Air Pollutants (NESHAP) regulation 40 CFR Part 61, Subpart M and Ohio Administrative Code (OAC) Asbestos Emission Control 3745-20, 1-15. EPA Category I non-friable ACM's (floor tiles/mastics, asphalt-based roofing materials, and adhesives) may remain in place during demolition if: 1) the ACM is in a non-friable condition prior to demolition; 2) standard demolition techniques are employed; and 3) the substrates that the ACM are attached to are not subjected to grinding, crushing, pulverizing, or recycling activities.

Regulated and Universal Waste(s) are likely present in and/or on the Subject Site building in some capacity, including but not limited to; fluorescent light fixtures/bulbs, HID light fixtures/bulbs, incandescent bulbs, mercury containing thermostats, air conditioning unit(s), common household cleaners, solvents, paints and tires. Regulated and Universal Wastes must be removed, characterized, and profiled (if needed), properly containerized, labeled, transported, and disposed of in accordance with all applicable U.S. EPA regulations and applicable State of Ohio Administrative Codes (OAC).

DEMOLITION ACTIVITIES

The COUNTY contracted TRC to perform pre-demolition activities, which included site reconnaissance and development of Site-specific demolition specifications. Section 1.2 of this specification includes the description of work.

Following remediation of ACM along with regulated and universal wastes; demolition of Site building will include complete demolition of the building structure and miscellaneous site features, segregation of demolition residuals, and either proper disposal, recycling, and/or as reuse fill material to support a final grading plan at the Subject Site. All associated demolition work shall be conducted by persons who are knowledgeable, qualified, and trained to perform demolition activities.

Details of the current subject property and building that the COUNTY plans to demolish are summarized in the Existing Conditions section of this specification. The Subject Site consists of two contiguous parcels (referenced in Section 1.1 – Existing Conditions Section) bound by the now vacant dairy addition, public roadways, a residential area, and/or other commercial parcels.

Demolition procedures and methods shall be developed by the Bidder and presented in the Site-Specific Demolition Work Plan to be approved by the COUNTY.

1.2 DESCRIPTION OF WORK

GENERAL DESCRIPTION OF WORK

The Work covered by this section summarizes the Work for environmental abatement and disposal of asbestos-containing, universal, and hazardous materials as well as structure demolition, site feature removal, and site restoration for the following property in Upper Sandusky, Wyandot County, Ohio:

Demolition – Original Chief Dairy Building: 422 W. Guthrie Drive northeast corner at Keller Street

The project objective is to remediate regulated materials and demolish, remove, and dispose of the Subject Site building, debris, and select site features located at the Site. This project shall be performed in a phased approach anticipated to be completed over a period of four to six weeks and will include remediation and demolition phases. The scopes of work described herein, and the Price Worksheet provided in Section 00400 contain two (2) separate phases of work to be completed. Alternate items are included in the Demolition scope of work for consideration by the COUNTY as it relates to Construction/Demolition debris disposal, reuse, and Site restoration.

The scope of work for the project phases involves furnishing all labor, equipment, materials, services, and incidentals (necessary items not specifically mentioned) to demolish, remove and dispose of all specified building structures and foundations, site features, asbestos containing materials (ACM), universal waste, hazardous materials, other building contents, and miscellaneous debris; terminating all utilities (where applicable); and conducting site restoration. The proposed work/demolition area is shown on the attached figures (Appendix A), in the Photo Log (Appendix D), and further described below.

The remediation phase will include delineation and abatement of ACM in and/or on the building structure. This phase will also include identification and proper disposal of universal and hazardous waste accumulated on the Site and/or inside the building structure.

The demolition phase will commence following the completion of the removal and abatement activities and will include complete destruction of the building structure, segregation of demolition residuals and either proper disposal, recycling, and/or reuse onsite of the demolition debris as fill material to support a final grading plan. Concrete slabs and footings may remain in place, removed to a minimum of two (2) feet below final grade per COUNTY demolition requirements. The Contractor shall backfill and stabilize any below-grade openings or cavities. This includes the tunnel connecting the building to be demolished to the building located to the adjacent south. The tunnel shall be removed in whole and terminated at the northern opening of the southern adjacent building. At a minimum, block and mortar, or similar materials approved by the COUNTY, shall be installed to adequately and permanently seal the opening at the southern terminus of the tunnel opening.

An underground utility protection plan is required to be developed and implemented by the Bidder for the underground utilities at the Subject Site. A Gas Meter Hut is located on the northeastern side of the building to be demolished. The natural gas service is reported to have been abandoned at the gas meter valve located in the utility easement on Keller Street. Natural gas utility supply lines are housed within the Gas Meter Hut. The gas supply lines from the valve to the Meter Hut and beyond, to the southern terminus of the subject property, are to be removed, properly capped, and the Meter Hut demolished.

This gas service reportedly provided natural gas to the subject building and the other existing structure of the former dairy complex south of the demolition area. The underground utilities (gas, water, and electric) will need to be identified (including within the tunnel) and procedures implemented to safely disconnect, cap, or re-route the utilities prior to demolition of the building. Re-establishment of the gas service to the southern buildings will be coordinated and completed by others post-demolition.

Coordination with the utility companies, COUNTY, and/or City departments shall be conducted and documented to ensure proper protection, capping or re-routing has taken place prior to initiating demolition to alleviate disruptions to underground utility services surrounding the project area.

Excavation backfilling, compaction and final site restoration surface grading shall be done to ensure proper drainage and minimize future settlement within the demolition footprint. Final grading shall be inspected and approved by the COUNTY prior to placing grass seed.

SPECIFIC DESCRIPTION OF WORK

Bidder is responsible to coordinate all work with the COUNTY, other contractors on site, utilities, regulatory agencies, and other affected parties.

Specifically, the Bidder is responsible to provide all preparation work, ancillary supplies, appurtenances, and incidental work; all labor, materials and equipment in order to complete the following tasks according to these specifications, and in accordance with applicable regulations, codes, ordinances, and industry standards.

REMEDIATION

1.3. PREPERATION OF WORK PLAN AND HEALTH & SAFETY PLAN, MOBILZIATION & DEMOBILIZATION

Provide all labor, materials, and equipment to deliver to the Subject Site, including all necessary personnel, equipment and supplies to complete the work of this contract by the lump sum. Provide Site cleanup upon completion of work and provide all incidentals (services and items not specifically

mentioned) necessary for completion of work. Specifically, the Mobilization/Demobilization item includes the following:

1. Provide all labor, materials, and equipment to deliver to the Subject Site all necessary personnel, equipment and supplies to complete the work of this contract. Removal of all materials and equipment and Subject Site cleanup immediately upon completion of contract.
2. Preparation of a Subject Site-Specific Health and Safety Plan.
3. Preparation of a Subject Site-Specific Work Plan and Project Schedule.
4. Preparation of a Subject Site Underground Utility Protection Plan.
5. Provide all temporary power, utilities, water, lighting, and other services necessary to complete contract.
6. Provide all storage, staging, and temporary office, restroom, and sanitation facilities.
7. This item includes subject site security, safety personnel, installation of safety and security fencing, and protection of the public, existing utilities, public infrastructure, right-of-way, and adjacent properties. Repair of any existing utilities, public infrastructure, right-of- way, and adjacent properties are considered incidental to this contract.
8. Item includes all shipping costs including loading, hauling, and delivering materials to the Site.
9. Provide all dust control measures and minimize dirt/mud/debris from impacting the public roadways during work.
10. Coordination of work with City, COUNTY, and State, including compliance with ordinances, codes, and regulations. Also includes coordination of work with other contractors, subcontractors, and COUNTY representatives working at the Site.
11. Attendance at all Project Meetings.
12. Providing all required documentation to the COUNTY. Submit copies of disposal records, permits, inspections, testing results, manifests, notice of violations, and other work-related documents to the COUNTY as necessary and upon completion of the work.
13. Comply with Asbestos Emission Standards for Demolition and Renovation Operations for the Office of Air Management (OAM) as covered in OAC Asbestos Emission Control 3745-20. Additional applicable Federal asbestos NESHAP requirements are covered in the Federal Register in Title 40 CFR 61, Subpart M.
14. Provide all other incidental (services and items not specifically mentioned) items necessary to provide a satisfactory work product in compliance with all governing laws and approved by the COUNTY.

1.4. ABATEMENT & DISPOSAL OF ASBESTOS & UNIVERSAL WASTE

Provide all labor, equipment, materials, equipment, and incidentals to conduct the removal and disposal of asbestos-containing (ACM) and universal waste (UW) materials in accordance with federal, state, and local regulations, included in Appendix B, by the lump sum:

1. Removal and disposal of ACM identified by the ACM Building Inspection Report or encountered during completion of work. See TRC's *Asbestos Hazardous Materials Survey Report, Former Dairy – Upper Sandusky*, dated May 27, 2022 (Appendix B). The Report provides the type, approximate quantity, and condition of the ACM, however, the Contractor is solely responsible for determining the quantity of ACM and level of work required to successfully conduct the project in accordance with all applicable regulations.
2. The Bidder is solely responsible for determining the total quantities of Regulated Hazardous, Non-Hazardous and Universal Wastes to be removed and properly characterized, profiled, and manifested, if required, and disposed or recycled. Bidder is solely responsible for determining the level of work required to successfully conduct the project in accordance with applicable EPA regulations found in 40 CFR Parts 260 through 273 and OAC 3745-273.
3. Bidder shall use best methods to perform the work. However, the COUNTY reserves right to review, inspect, and reject method(s) proposed by the Bidder. The COUNTY also reserves the right to stop work by Bidder at any time for any reason.
4. Bidder is responsible for all necessary permits, licenses, waste characterization, coordination of waste profiles and manifests, submittal of all notices, notifications, and associated fees. Coordinate all work with the COUNTY. A copy of OEPA, Division of Air Pollution – *Notification of Demolition and Renovation/Abatement* is included in Appendix C for reference. Please note that this is provided for reference only and it is the Bidder's responsibility to identify and secure **all** required permits.
5. In the event that additional ACM is discovered during abatement or demolition, the material will either be sampled by a representative of the COUNTY, or the Bidder will be instructed to remove the suspect material in accordance with the procedures outlined in this Specification. The COUNTY must approve any additional compensation and/or schedule adjustments prior to the Bidder performing any additional work.

DEMOLITION

2.1. Preparation of Work Plan and Health & Safety Plan, Mobilization & Demobilization

Provide all labor, materials, and equipment to deliver to the Site all necessary personnel, equipment and supplies to complete the work of this contract by the lump sum. Provide Site cleanup upon completion of work and provide all incidentals (services and items not specifically mentioned) necessary for completion of work. Mobilization/Demobilization item includes the following:

1. Provide all labor, materials, and equipment to deliver to the Site all necessary personnel, equipment and supplies to complete the work of this contract. Removal of all materials and equipment and Site cleanup immediately upon completion of contract.
2. Preparation of a Subject Site-Specific Health and Safety Plan.

3. Preparation of a Subject Site-Specific Work Plan and Project Schedule.
4. Provide all temporary power, utilities, water, lighting, and other services necessary to complete contract.
5. Provide all storage, staging, temporary office, restroom, and sanitation facilities.
6. This item includes Site security, safety personnel, installation of safety and security fencing, and protection of the public, existing utilities, public infrastructure, right-of-way, and adjacent properties. Repair of any existing utilities, public infrastructure, right-of- way, and adjacent properties are considered incidental to this contract.
7. Item includes all shipping costs including loading, hauling and delivering materials to the Subject Site.
8. Item includes traffic management, and/or lane closures to be properly permitted and coordinated.
9. Obtain all necessary permits to complete scope of work. A copy of OEPA, Division of Air Pollution – *Notification of Demolition and Renovation/Abatement* is included in Appendix C for reference. Contractor shall be responsible for ensuring **all** necessary permits are obtained prior to required activities. Coordinate with the COUNTY prior to demolition on permit applications.
10. Provide soil erosion and sedimentation control, including preventing runoff of construction debris and dust to storm water system and adjacent properties. The Subject Site is less than one contiguous acre but should confirm the requirements with the City of Upper Sandusky and COUNTY. Provide all dust controls during work.
11. Coordination of work with City, COUNTY, and State, including compliance with ordinances, codes, and regulations. Also includes coordination of work with other contractors working at the Subject Site.
12. Attendance at all Project Meetings.
13. Develop an underground utility protection plan for the underground utility services identified within the tunnel and beneath the Subject Site. Provide all labor, materials, equipment, and incidentals necessary to properly remove the gas supply lines from the valve to the Meter Hut and beyond, to the southern terminus of the subject property, properly cap, and demolish the Meter Hut.
14. Providing all required documentation to the COUNTY. Submit copies of disposal records, demolition permits, other permits, backfill certifications, inspections, testing results, manifests, notice of violations, and other work-related documents to the COUNTY as necessary and upon completion of the work.
15. Provide all other incidental (services and items not specifically mentioned) items necessary to provide a satisfactory work product in compliance with all governing laws and approved by the COUNTY.

2.2. Structure and Site Features Demolition

Provide all labor, equipment, materials, and incidentals to remove the subject building, designated Site features, and associated debris in their entirety in accordance with the contract documents and other sections of the scope of work by the lump sum. Structure demolition work includes, but is not limited to:

1. Identify special conditions at the site that could impact demolition operations.
2. Control shall be maintained over the Subject Site and operation to eliminate hazards to the public. Nails or other tire puncturing items shall not be dropped on streets, alleys, and adjacent properties. Public streets, curbs and sidewalks shall be protected from damage. The person engaged in the demolition work shall be liable for any and all damage to curbs, streets, sidewalks and other public or private property and for any bodily injury occurring as a result of the demolition work.
3. Do not damage adjacent structures, property, or Site improvements during demolition activities. Promptly repair damage to adjacent construction caused by building demolition operations.
4. Removal of salvageable contents, equipment and Subject Site features. Unless otherwise specified, all contents, equipment, interior finishes, and recyclable material become property of Bidder. The COUNTY encourages modern deconstruction methods and recycling of all salvageable site features.
5. Cut and cap all remaining on-site utilities in accordance with the underground utility protection plan. Coordinate with City, COUNTY, and utility companies and cut and cap utilities, including but not limited to; sanitary sewer, water, natural gas, electricity, cable television, and telephone where applicable. Acquire and supply necessary utility clearances (gas, electric, water disconnect, storm and sanitary sewer). Ensure all utility meters and other equipment is removed. Pay all associated fees. All sewer and drain lines shall be removed for a distance of two (2) feet outside of the basement wall and shall be thoroughly plugged and sealed with cement per City and COUNTY demolition permit requirements. All water service shall be turned off at the service valve and water lines shall be removed for a distance of two (2) feet outside of the basement wall and shall be thoroughly plugged and sealed to prevent leakage. Inspections in accordance with associated utility permits will be included with the documentation of utility abandonment provided to the City or COUNTY service departments.
6. The natural gas supply lines from the valve to the Meter Hut and beyond, to the southern terminus of the Subject Site, are to be removed, properly capped, and the Meter Hut demolished. Re-establishment of the gas service to the southern buildings will be coordinated and completed by others post-demolition.
7. Fill any basements/pits/trenches/cisterns within the confines of the demolished building slabs with certified clean fill material from a commercial source where demolition debris cannot be incorporated as beneficial reuse. Any other off-site borrow fill material (not from a commercial source) will require laboratory analysis of the material for characterization to ensure the material meets applicable regulatory standards prior to placement as backfill on the Subject Site at Bidders expense. The number of samples for characterization to be submitted for laboratory analysis will depend on the volume of soil (tons) needed as the borrowed source.
8. Basement floors shall be broken to provide positive drainage for a minimum of twenty percent (20%) of the floor area uniformly distributed per City and COUNTY demolition requirements. Additionally, any pipes entering the former building space will be cut and capped at the slab/ground surface, and any floor drains/penetrations in the slabs will be sealed.
9. Basement walls and all other concrete slabs, floors, and footings not intended or not able to be reused shall be removed two (2) feet below finished grade.

10. The tunnel connecting the Subject Building (Original Chief Dairy) to the southern building, running parallel to Keller St., shall be removed in whole and terminated at the northern opening of the southern adjacent, connected building. At a minimum, block and mortar, or similar materials approved by the COUNTY, shall be installed to adequately and permanently seal the opening at the southern terminus of the tunnel opening.
11. Subject Building slabs may remain in current condition following the demolition activities as long as all pit/trenches are filled with clean fill material even with the slab and any pipes/penetrations entering the subject building space are cut and capped/sealed per item 7 above.
12. Subject Site cleanup including removal of Site debris and trash.
13. Do not allow demolished materials to accumulate on-site.
14. An underground utility protection plan is required to be developed and implemented by the Bidder for the underground utilities at the Site. A Gas Meter Hut is located on the northeastern side of the building to be demolished. The natural gas service is reported to have been abandoned at the gas meter valve. Natural gas utility supply lines are housed within the Gas Meter Hut. The gas supply lines from the valve to the Meter Hut and beyond, to the southern terminus of the subject property, are to be removed, properly capped, and the Meter Hut demolished.
15. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
16. Disconnect and remove, as warranted, exterior Site features and foundations including lights, private light poles, electrical features, buried and aboveground wiring, and water features.
17. Any existing storm water catch basins and conveyance piping located within the limits of demolition shall remain. Protection from damage is required.
18. Bidder shall use best methods to perform work. However, COUNTY reserves right to review, inspect, and reject method proposed by Bidder. COUNTY also reserves the right to stop work by Bidder at any time for any reason.
19. The Bidder shall comply with all Federal, State, and local rules, ordinances, codes, regulations, and permit requirements relating to buildings, employment, the preservation of public health and safety, worker health and safety, demolition, notices, frost laws, noise, dust control, and so forth.

2.3. Construction Demolition Debris Disposal

Provide all labor, equipment, materials, and incidentals to transport and dispose of construction/demolition debris waste not considered salvageable or recyclable material on a per ton basis.

Provide all labor, materials, equipment and incidentals necessary to recycle metal during demolition, including segregation and transportation to recycling facility on a per ton basis.

2.4. Site Restoration

Provide all labor, materials, equipment, and incidentals necessary to restore disturbed areas of the Site to the proposed final grades and cover type specified by the COUNTY and in accordance with the contract documents on a lump sum basis. Pay Item includes restoration of disturbed areas as part of structure and site feature demolition. Site restoration work includes:

1. Final grade the Site to the approximate contours of the adjacent properties. The demolition site shall be left with a uniform grade and shall be free of debris.
2. Backfill any below grade voids caused by demolition or removal of below grade structures/Site features with certified clean fill from a commercial source where demolition debris cannot be incorporated as beneficial reuse. Material used for backfill shall be free of wood or other organic materials and compacted thoroughly. Bidder shall provide approval of any other borrowed source material to be utilized as a clean fill source prior to transporting to Site by Bidder (See Section 2.2 Item 7). Provide imported backfill documentation that includes but is not limited to location of the source, disposition of the source, historical use of the source site, volume of the source (tons) required, location and number of samples from the source for characterization to be submitted to a certified laboratory for analysis, laboratory reports, and comparison of the laboratory results to applicable regulatory standards for re-use.
3. The Bidder shall provide and place a minimum of 3" of clean topsoil, final graded over any disturbed areas proposed for vegetative cover upon completion of all demolition and removal. Final grading shall be done to bring property to proposed grade and match existing surrounding undisturbed grades to ensure proper drainage. Final grading shall be inspected and approved by the COUNTY or COUNTY representative prior to placing grass seed.
4. The demolition site shall be seeded in utilizing a sufficient grass seed to ensure that a stand of grass will grow. Hydro seeding may be used provided that grading and soil preparation standards are met.
5. Slopes shall be stabilized with erosion control matting as needed.
6. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.

ALTERNATE DEMOLITION ITEMS

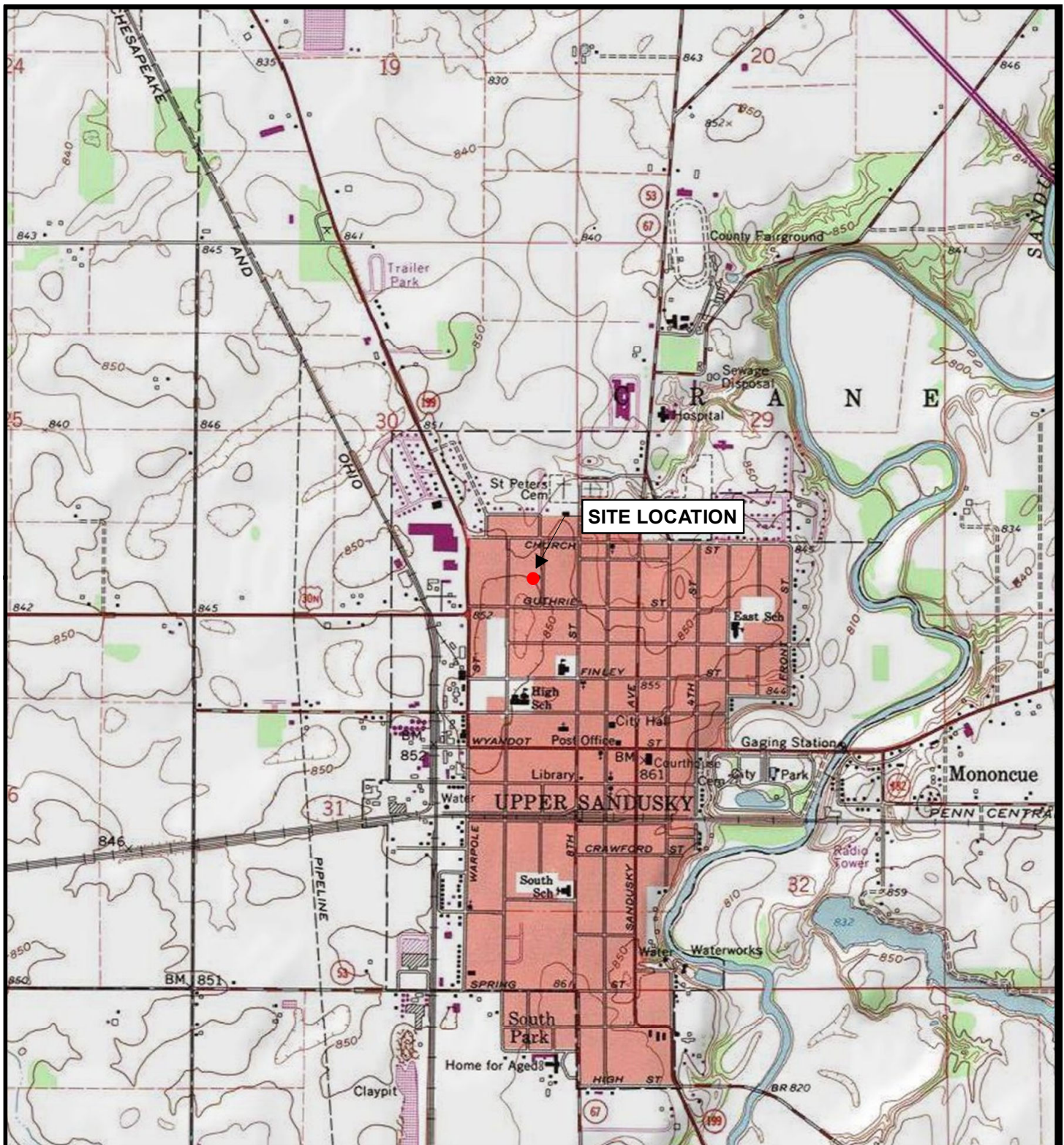
3.1. Concrete Crushing & On-Site Reuse

Provide all labor, equipment, materials, and incidentals to segregate and perform on-site concrete crushing for use as site backfill by the lump sum. Concrete to be used will of an appropriate size to facilitate proper compaction. Bidder shall specify if Item is considered a charge or credit to the COUNTY to perform.

END OF SECTION 00800

APPENDIX A

Site Figures



BASE MAP FROM ESRI OPEN STREET MAP



1382 West Ninth Street
Suite 400
Cleveland, OH 44113
Phone: 216-344-3072

TRC - GIS

PROJECT:

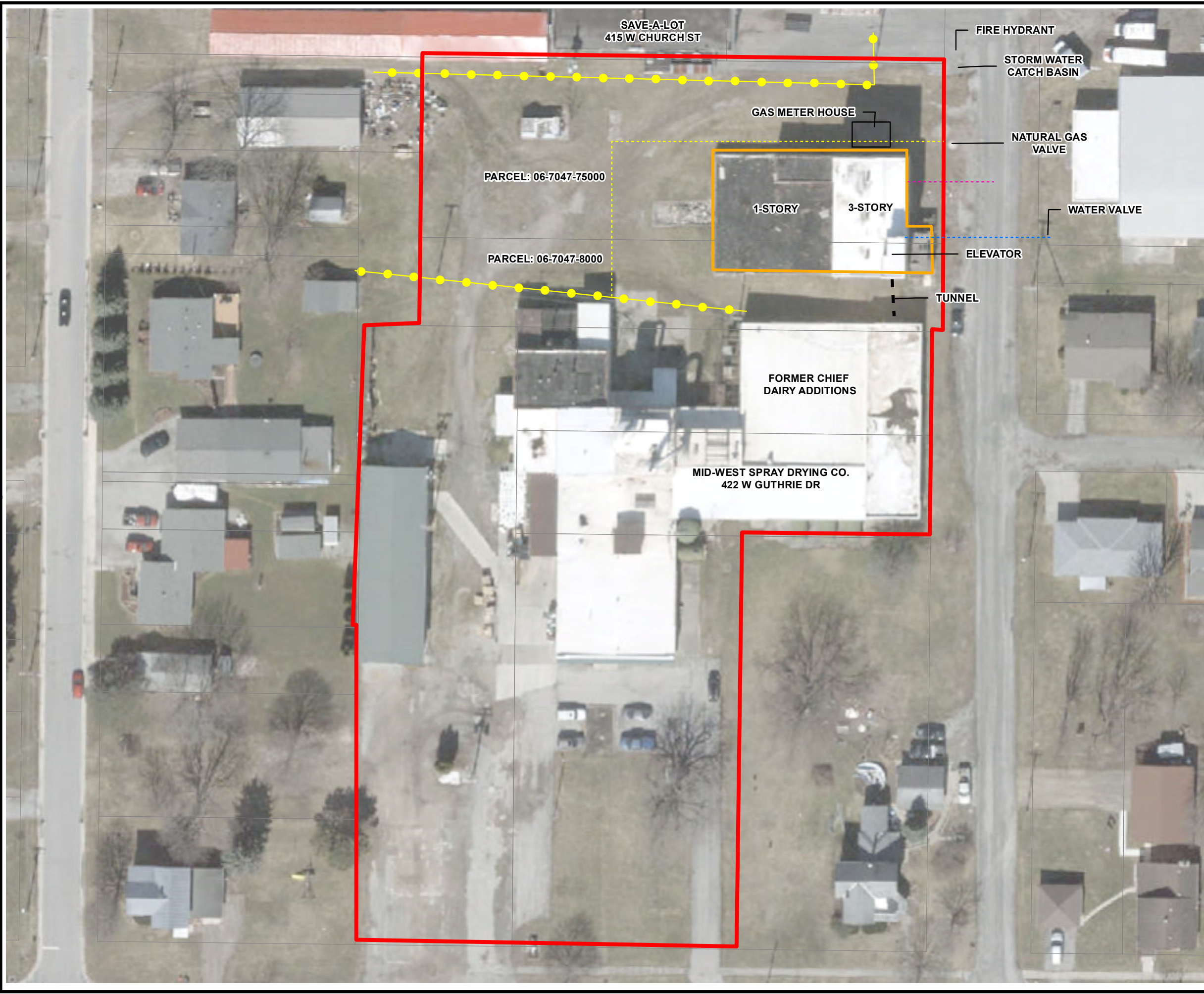
**ORIGINAL CHIEF DAIRY
PARCELS 06-7047-75000 & 06-7047-8000
UPPER SANDUSKY, WYANDOT COUNTY, OH**

TITLE:

SITE LOCATION MAP



FIGURE 1



LEGEND

GPRS Gas Line

GPRS Water Line

GPRS Unknown Underground Utility

Overhead Power Lines

Wyandot Parcel Boundary

Approximate Site Boundary

Building Planned For Demolition

NOTES

1. BASEMAP FROM WYANDOT COUNTY GIS

2. ORIGINAL CHIEF DAIRY BUILDING IS THREE STORIES PLUS BASEMENT

3. TUNNEL LOCATED ON BASEMENT LEVEL

4. PARCEL: 06-7047-75000 (0.5963-ACRES)

5. PARCEL: 06-7047-8000 (0.2928-ACRES)

N

0

50

100

Feet

1 " = 50 '

1:600

PROJECT:

ORIGINAL CHIEF DAIRY
PARCELS 06-7047-75000 & 06-7047-8000
UPPER SANDUSKY, WYANDOT COUNTY, OH

TITLE:

PROPERTY FEATURES

DRAWN BY: K. FOWLER

CHECKED BY: S. LIPEZ

APPROVED BY: S. LIPEZ

DATE: APRIL 2023

PROJ NO.: 495135.0000.0000

FIGURE 2

TRC

1382 West Ninth Street, Suite 400
Cleveland, OH 44113
Phone: 216.344.3072
www.trccompanies.com

FILE NO.:

Figure 2 - Property Features.mxd

APPENDIX B

Asbestos Hazardous Materials Survey Report Former Dairy – Upper Sandusky

ASBESTOS HAZARDOUS MATERIALS SURVEY REPORT

Former Dairy - Upper Sandusky

**Parcel 06-7047-7500-00
Upper Sandusky, Ohio 43351**

Prepared for:

Wyandot County
109 South Sandusky Avenue
Upper Sandusky, Ohio 43351

Report Date: May 27, 2022

Prepared By:



1382 West Ninth Street Suite 400 Cleveland OH 44113

TRC Project: 478948.0000 Phase 02

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Appendices

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Appendix C – Laboratory Results and Chain of Custody

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EXECUTIVE SUMMARY

Wyandot County contracted TRC Environmental Corporation (TRC) to conduct a limited scope hazardous materials survey at Parcel 06-7047-7500-00 in Upper Sandusky, Ohio 43351. The survey activities were initiated on May 19, 2022, by Ryan Pulliam and Jacob Arsulic, Asbestos Hazard Emergency Response Act (AHERA) accredited Asbestos Building Inspector(s).

Asbestos Containing Materials

Results of the laboratory analysis indicated Asbestos (>1%) was detected in the **White Magnesium Block Insulation** located on two inch piping throughout the main building, **Grey Window Glazing** located building window frames, **Brown and Black Pipe Insulation and Elbow Fittings** located in the basement area, **Black and Grey Pipe Wrap Insulation** located on two inch piping throughout the main building, **Tan/Grey Vinyl Floor Tile** located in the second floor office, **Black/Light Grey Caulking** located on exterior seams of the penthouse roof access, and **Black Roof Flashing** located on the perimeter of the basement roof area. Asbestos Containing Materials (ACM) are defined by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA) and the Ohio Environmental Protection Agency as any material containing more than one percent (>1.0%) asbestos when analyzed using Polarized Light Microscopy (PLM) methods.

Any materials uncovered during renovation or demolition activities that are not addressed in this inspection report, or suspect asbestos-containing materials, must be sampled by an accredited asbestos inspector prior to any disturbance, or they must be treated as asbestos containing (ACM).

INTRODUCTION

Wyandot County contracted TRC Environmental Corporation (TRC) to conduct a limited scope hazardous materials survey at Parcel 06-7047-7500-00 in Upper Sandusky, Ohio 43351. The survey activities were initiated on May 19, 2022, by Ryan Pulliam and Jacob Arsulic, Asbestos Hazard Emergency Response Act (AHERA) accredited Asbestos Building Inspector(s).

BACKGROUND

Asbestos Containing Materials

Occupational Safety and Health Administration (OSHA) defines asbestos-containing material (ACM), as any material containing more than one percent asbestos.

The Environmental Protection Agency (EPA) defines ACM as follows:

1. Friable asbestos-containing material (ACM), is defined by the Asbestos NESHAP, as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM), that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure.
2. Nonfriable ACM is any material containing more than one percent (1%) asbestos as determined using the PLM method that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure. The EPA further defines two categories of nonfriable ACM:
 - a. Category I (Cat I) - Category I nonfriable ACM is any asbestos-containing packing, gasket, resilient floor covering or asphalt roofing product which contains more than one percent (1%) asbestos as determined using PLM according to the method specified in Appendix A, Subpart F, 40 CFR Part 763, and
 - b. Category II (Cat II) - Category II nonfriable ACM is any material, excluding Category I nonfriable ACM, containing more than one percent (1%) asbestos as determined using PLM according to the methods specified in Appendix A, Subpart F, 40 CFR Part 763 that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.
3. Regulated Asbestos-Containing Material (RACM) is (a) friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations.

Asbestos Sampling Procedures

The survey was conducted in accordance with the sample collection protocols established in 40 CFR 763 (AHERA), 40 CFR 61 Subpart M (NESHAP). A summary of survey activities is provided below.

Survey activities began with visual observation of the project area to identify homogeneous areas of suspect ACM. A homogeneous area consists of building materials that appear similar throughout in terms of color and texture that does not extend to other buildings. Visual assessments were conducted in accessible areas of the building. Building materials identified as glass, wood or metal were not considered suspect ACM.

A physical assessment of each homogeneous area of suspect ACM was conducted to assess the friability and condition of the materials. Friability was assessed by physically touching suspect materials.

Based on results of the visual observation, bulk samples of suspect ACM were collected in accordance with the Ohio Environmental Protection Agency sampling protocols. Samples of suspect materials were collected in each homogeneous area. Bulk samples were collected using wet methods as applicable to reduce the potential for fiber release. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker. Note that multiple bulk samples are collected from each homogenous area of suspect ACM observed. In accordance with U.S. EPA guidelines, multiple samples are collected from each homogenous area of miscellaneous, thermal system insulation, and surfacing materials. Note that if one or more samples within a homogenous area of suspect ACM are positive for asbestos, then all of the suspect ACM must be treated as asbestos-containing material.

Bulk samples were submitted under proper COC documentation to the laboratory. Bulk samples were analyzed by PLM utilizing the EPA's, Method for the Determination of Asbestos in Bulk Building Materials, EPA 600/M4-82-020. Analysis by PLM was performed by visual observation of the bulk sample and slides prepared of the bulk sample for microscopic examination and identification. The samples were analyzed for asbestos (Chrysotile, Amosite, Crocidolite, Anthophyllite, and Actinolite/Tremolite), fibrous non-asbestos constituents (mineral wool, cellulose, etc.) and non-fibrous constituents. Using a stereoscope, the microscopist visually estimated the relative amounts of each constituent by determining the estimated area of the asbestos compared with the area estimate of the total sample.

Laboratory Analysis

Sample analysis was performed by TRC's Industrial Hygiene Laboratory located in Windsor, Connecticut, using Polarized Light Microscopy with Dispersion Staining (PLM/DS) in accordance with the United States Environmental Protection Agency (US EPA) "Method for the Determination of Asbestos in Bulk Building Materials", EPA/600/R-93/116. The TRC laboratory is accredited through the National Institute of Standards and Technology, National Voluntary Laboratory Accreditation Program (No. 101424-0).

FINDINGS

Asbestos Containing Materials

Laboratory analytical results indicated the following materials were positive for asbestos in concentrations greater than 1%:

Asbestos Positive Materials Former Dairy - Upper Sandusky					
Samples	Material	Location	Percentage / Type	Approx. Quantity	Condition / Material Type / NESHAP Category
WG-01A WG-01B WG-01C WG-01D	Grey Window Glazing	1st Floor Windows, 2nd Floor Windows, 3rd Floor Windows , Elevator Penthouse , Stairwell	2% Chrysotile	665 SF	Significantly Damaged Misc. Cat II
MB-01A MB-01B MB-01C MB-01D MB-01E	White Insulation Pipe	1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping	40% Amosite	84 LF	Significantly Damaged TSI RACM
MF-01A MF-01B	Red, Brown Insulation Pipe Elbows / Fittings	Southwest Pipe Near Tunnel	20% Chrysotile	2 LF	Damaged TSI RACM
AI-01A AI-01B	Brown, Black Insulation Pipe	Basement West Area, Near Tunnel	10% Chrysotile	25 LF	Damaged TSI RACM
FT-02A FT-02B	Tan Vinyl Floor Tile Tan Adhesive	2nd Floor Office Area	3% Chrysotile (Tile Only)	216 SF	Damaged Misc. Cat I
PI-02A PI-02B PI-02C	Silver, Grey, Black Insulation Pipe With Wrap	2nd Floor , 3rd Floor Piping , 1st Floor Piping	30% Chrysotile	125 LF	Damaged TSI RACM
RC-01A RC-01B	Light Grey Caulking	4th Floor Roof Along Building Edge	10% Chrysotile	30 LF	Damaged Misc. Cat II

Asbestos Positive Materials Former Dairy - Upper Sandusky					
Samples	Material	Location	Percentage / Type	Approx. Quantity	Condition / Material Type / NESHAP Category
RM-01A RM-01B RM-01C	Black Roofing Flashing Tar	Black Roofing Flashing	10% Chrysotile	625 SF	Damaged Misc. Cat I

SF = square feet

LF = linear feet

Negative Materials (No Asbestos Detected)

Results of the bulk sampling indicated none of the following sampled materials contained detectable levels of asbestos, based on the PLM method:

Asbestos Negative Materials Former Dairy - Upper Sandusky			
Samples	Material Description	Material Location(s)	Estimated Quantity
CT-01A CT-01B CT-01C	White Ceiling Tile 2' X 2'	1st Floor , 2nd Floor Ceiling	1728 SF
CBG-01A CBG-01B CBG-01C CBG-01D	Grey Grout	Ceramic Brick Wall Grout	6,985 SF
PL-01A PL-01B PL-01C	White, Grey Plaster Skim Coat With Base Coat	Basement Chiller Insulated Walls	2675 SF
DW-01A DW-01B DW-01C	Grey Wallboard Gypsum	2nd Floor Ceiling	500 SF
FT-01A FT-01B	Tan Vinyl Floor Tile With Yellow Adhesive 12" X 12"	2nd Floor South Office	144 SF

Asbestos Negative Materials Former Dairy - Upper Sandusky			
Samples	Material Description	Material Location(s)	Estimated Quantity
PW-01A PW-01B	White Pipe Wrap	2nd Floor HVAC Piping	20 LF
ETP-01A ETP-01B	Grey Electrical Panel	3rd Floor Southeast Corner And Penthouse	2 SF
RM-02A RM-02B RM-02C	Black Roofing Asphalt Based Built-Up	Roofing Areas	4000 SF
CP-01A CP-01B CP-01C	Brown, Black Concrete Paper Backing	1st And 2nd Floor Concrete Ceilings	4000 SF

SF = square feet
LF = linear feet

RECOMMENDATIONS

Asbestos Containing Materials

Results of laboratory analysis confirmed asbestos (>1%) was identified within the **White Magnesium Block Insulation** located on two inch piping throughout the main building, **Grey Window Glazing** located building window frames, **Brown and Black Pipe Insulation and Elbow Fittings** located in the basement area, **Black and Grey Pipe Wrap Insulation** located on two inch piping throughout the main building, **Tan/Grey Vinyl Floor Tile** located in the second floor office, **Black/Light Grey Caulking** located on exterior seams of the penthouse roof access, and **Black Roof Flashing** located on the perimeter of the basement roof area.

The asbestos-containing materials were found to be in fair to poor condition at the time of the inspection. Removal of asbestos-containing materials should be performed by a Ohio Environmental Protection Agency licensed asbestos abatement contractor, and should be handled, stored, and disposed of according to all local, state, and federal regulations.

Any materials uncovered during renovation or demolition activities that are not addressed in this inspection report, or suspect asbestos containing materials, must be sampled by an accredited asbestos inspector prior to any disturbance, or they must be treated as asbestos containing (ACM).

DISCLAIMER

The content presented in this report is based on data collected during the site inspection and survey, review of pertinent regulations, requirements, guidelines and commonly followed industry standards, and information provided by Client, their clients, agents, and representatives.

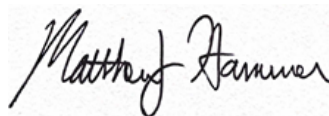
The work has been conducted in an objective and unbiased manner and in accordance with generally accepted professional practice for this type of work. TRC believes the data and analysis to be accurate and relevant, but cannot accept responsibility for the accuracy or completeness of available documentation or possible withholding of information of other parties.

This hazardous materials survey report is designed to aid the property owner, architect, construction manager, general contractor, and asbestos abatement contractor in locating asbestos containing materials. This report is not intended for, and may not be utilized as, a bidding document or as an abatement project specification document.

Sincerely,
TRC Environmental Corporation



Ryan Pulliam
Environmental Scientist
(ES35048)



Matthew J. Hammer, PG
Senior Project Manager

Appendix A – Sample Location Diagrams

FORMER DAIRY - UPPER SANDUSKY – SAMPLE LOCATION DIAGRAM

First Floor Sample Locations



FORMER DAIRY - UPPER SANDUSKY – SAMPLE LOCATION DIAGRAM

Second Floor Sample Locations



FORMER DAIRY - UPPER SANDUSKY – SAMPLE LOCATION DIAGRAM

Third Floor and Penthouse Sample Locations



FORMER DAIRY - UPPER SANDUSKY – SAMPLE LOCATION DIAGRAM

Basement / Cold Storage Sample Locations



FORMER DAIRY - UPPER SANDUSKY – SAMPLE LOCATION DIAGRAM

Building Exterior Sample Locations



Appendix B – Representative Photographs

FORMER DAIRY - UPPER SANDUSKY – OVERVIEW PHOTOGRAPHIC LOG



View of building facing southwest

FORMER DAIRY - UPPER SANDUSKY – OVERVIEW PHOTOGRAPHIC LOG



View of entrance to building facing west

FORMER DAIRY - UPPER SANDUSKY – OVERVIEW PHOTOGRAPHIC LOG



View of building facing northwest

FORMER DAIRY - UPPER SANDUSKY – OVERVIEW PHOTOGRAPHIC LOG



Interior view of the first floor facing west.

FORMER DAIRY - UPPER SANDUSKY – OVERVIEW PHOTOGRAPHIC LOG



Interior view of the second floor facing south.

FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: CT-01A, CT-01B, CT-01C
Material Description: Ceiling Tile 2' X 2'
Material Color: White
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: 1st Floor , 2nd Floor Ceiling
Total Approximate Quantity: 1728 SF
Condition: Significantly Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: Not Applicable



Sample Numbers: WG-01A, WG-01B, WG-01C, WG-01D
Material Description: Window Glazing
Material Color: Grey
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 2% Chrysotile
Homogeneous Area: 1st Floor Windows, 2nd Floor Windows, 3rd Floor Windows , Elevator Penthouse , Stairwell
Total Approximate Quantity: 665 SF
Condition: Significantly Damaged
Material Type: Misc.
NESHAP Category: Cat II
Notes: Not Applicable



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: CBG-01A, CBG-01B, CBG-01C, CBG-01D
Material Description: Grout
Material Color: Grey
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: Ceramic Brick Wall Grout
Total Approximate Quantity: NaN SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: Not Applicable



Sample Numbers: MB-01A, MB-01B , MB-01C, MB-01D, MB-01E
Material Description: Insulation Pipe
Material Color: White
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 40% Amosite
Homogeneous Area: 1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping
Total Approximate Quantity: 84 LF
Condition: Significantly Damaged
Material Type: TSI
NESHAP Category: RACM
Notes: Some debris under piping section



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: PL-01A, PL-01B, PL-01C
Material Description: Plaster Skim Coat With Base Coat
Material Color: Grey White
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: Basement Chiller Insulated Walls
Total Approximate Quantity: 2675 SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: With black foam insulation



Sample Numbers: MF-01A, MF-01B
Material Description: Insulation Pipe Elbows / Fittings
Material Color: Brown Red
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 20% Chrysotile
Homogeneous Area: Southwest Pipe Near Tunnel
Total Approximate Quantity: 2 LF
Condition: Damaged
Material Type: TSI
NESHAP Category: RACM
Notes: Not Applicable



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: AI-01A, AI-01B
Material Description: Insulation Pipe
Material Color: Black Brown
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 10% Chrysotile
Homogeneous Area: Basement West Area, Near Tunnel
Total Approximate Quantity: 25 LF
Condition: Damaged
Material Type: TSI
NESHAP Category: RACM
Notes: Not Applicable



Sample Numbers: DW-01A, DW-01B, DW-01C
Material Description: Wallboard Gypsum
Material Color: Grey
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: 2nd Floor Ceiling
Total Approximate Quantity: 500 SF
Condition: Significantly Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: Majority is debris material on ground surface



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: FT-01A, FT-01B
Material Description: Vinyl Floor Tile With Yellow Adhesive 12" X 12"
Material Color: Tan
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: 2nd Floor South Office
Total Approximate Quantity: 144 SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: Not Applicable



Sample Numbers: FT-02A, FT-02B
Material Description: Vinyl Floor Tile Tan Adhesive
Material Color: Tan
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 3% Chrysotile (Tile Only)
Homogeneous Area: 2nd Floor Office Area
Total Approximate Quantity: 216 SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: Cat I
Notes: With octagon pattern



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: PW-01A, PW-01B
Material Description: Pipe Wrap
Material Color: White
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: 2nd Floor HVAC Piping
Total Approximate Quantity: 20 LF
Condition: Damaged
Material Type: TSI
NESHAP Category: N/A
Notes: Not Applicable



Sample Numbers: PI-02A, PI-02B, PI-02C
Material Description: Insulation Pipe With Wrap
Material Color: Black Grey Silver
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 30% Chrysotile
Homogeneous Area: 2nd Floor , 3rd Floor Piping , 1st Floor Piping
Total Approximate Quantity: 125 LF
Condition: Damaged
Material Type: TSI
NESHAP Category: RACM
Notes: Not Applicable



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: ETP-01A, ETP-01B
Material Description: Electrical Panel
Material Color: Grey
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: 3rd Floor Southeast Corner And Penthouse
Total Approximate Quantity: 2 SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: Not Applicable



Sample Numbers: RC-01A, RC-01B
Material Description: Caulking
Material Color: Light Grey
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 10% Chrysotile
Homogeneous Area: 4th Floor Roof Along Building Edge
Total Approximate Quantity: 30 LF
Condition: Damaged
Material Type: Misc.
NESHAP Category: Cat II
Notes: Not Applicable



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: RM-01A, RM-01B, RM-01C
Material Description: Roofing Flashing Tar
Material Color: Black
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Positive
Asbestos Type: 10% Chrysotile
Homogeneous Area: Black Roofing Flashing
Total Approximate Quantity: 625 SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: Cat I
Notes: Not Applicable



Sample Numbers: RM-02A, RM-02B, RM-02C
Material Description: Roofing Asphalt Based Built-Up
Material Color: Black
Accessible Material: Accessible
Reason Inaccessible: N/A
Asbestos Detected: Negative
Asbestos Type: No Asbestos Detected
Homogeneous Area: Roofing Areas
Total Approximate Quantity: 4000 SF
Condition: Damaged
Material Type: Misc.
NESHAP Category: N/A
Notes: Not Applicable



FORMER DAIRY - UPPER SANDUSKY – SUSPECT ASBESTOS CONTAINING MATERIALS PHOTOGRAPHIC LOG

Sample Numbers: CP-01A, CP-01B, CP-01C

Material Description: Concrete Paper Backing

Material Color: Black Brown

Accessible Material: Accessible

Reason Inaccessible: N/A

Asbestos Detected: Negative

Asbestos Type: No Asbestos Detected

Homogeneous Area: 1st And 2nd Floor Concrete Ceilings

Total Approximate Quantity: 4000 SF

Condition: Damaged

Material Type: Misc.

NESHAP Category: N/A

Notes: Paper associated with poured concrete ceiling



Appendix C – Laboratory Results and Chain of Custody



BULK ASBESTOS ANALYSIS REPORT

CLIENT: Wyandot County Commissioners

Lab Log #: 0059229
Project #: 478948.0002.0000
Date Received: 05/23/2022
Date Analyzed: 05/25/2022

Site: 427 W Church Street, Upper Sandusky, OH

POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
CT-01A	1st floor central area	White/Brown Ceiling Tile, 2' x 2'	90% mineral wool	ND	None
CT-01B	1st floor north side	White/Grey Ceiling Tile, 2' x 2'	90% mineral wool	ND	None
CT-01C	2nd floor north side	White/Grey Ceiling Tile, 2' x 2'	90% mineral wool	ND	None
WG-01A	East window by entrance	Grey Window glazing	---	2%	Chrysotile
WG-01B	South window by elevator	--	--	NA/PS	--
WG-01C	West central window	--	--	NA/PS	--
WG-01D	Elevator penthouse	--	--	NA/PS	--
CBG-01A	East exterior wall	Grey Grout	---	ND	None
CBG-01B	South exterior wall	Grey Grout	---	ND	None
CBG-01C	Southwest exterior wall	Grey Grout	---	ND	None
CBG-01D	North side of exterior basement wall	Grey Grout	---	ND	None
MB-01A	South vertical pipe section, 1st floor	White Insulation, Pipe	---	40%	Amosite
MB-01B	North wall piping, 1st floor	--	--	NA/PS	--
MB-01C	Debris pile under north wall pipe, 1st floor	--	--	NA/PS	--
MB-01D	2nd floor south office	--	--	NA/PS	--
MB-01E	3rd floor south side	--	--	NA/PS	--

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP, LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071 MA #AA000052 NY #10980 WV #000622
AZ #A20944 HI #L-09-004 NJ #CT004 CA #2907



POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials		Asbestos %	Asbestos Type
PL-01A	West chiller wall	LAYER 1 White Plaster, Skim Coat	---		ND	None
PL-01A		LAYER 2 Grey Plaster, Base Coat	---		ND	None
PL-01B	Northwest wall by tunnel	LAYER 1 White Plaster, Skim Coat	---		ND	None
PL-01B		LAYER 2 Grey Plaster, Base Coat	---		ND	None
PL-01C	Southwest chiller wall by HVAC chiller	LAYER 1 White Plaster, Skim Coat	---		ND	None
PL-01C		LAYER 2 Grey Plaster, Base Coat	---		ND	None
MF-01A	North end of pipe	Red-Brown Insulation, Pipe Elbows / Fittings	60%	mineral wool	20%	Chrysotile
MF-01B	South end of pipe	--	--	--	NA/PS	--
AI-01A	South end of 3 inch pipe	Black/Brown Insulation, Pipe	30%	cellulose	10%	Chrysotile
AI-01B	North end of 3 inch pipe	--	--	--	NA/PS	--
DW-01A	2nd floor central area	Grey Wallboard, Gypsum	2%	cellulose	ND	None
DW-01B	West central, 2nd floor	Grey Wallboard, Gypsum	2%	cellulose	ND	None
DW-01C	2nd floor west central area	Grey Wallboard, Gypsum	2%	cellulose	ND	None
FT-01A	2nd floor south office	LAYER 1 Yellow Adhesive	---		ND	None
FT-01A		LAYER 2 Orange-Tan Vinyl Floor Tile, 12" x 12"	---		ND	None
FT-01B	Second floor south office	LAYER 1 Yellow Adhesive	---		ND	None
FT-01B		LAYER 2 Orange-Tan Vinyl Floor Tile, 12" x 12"	---		ND	None
FT-02A	2nd floor north office/lab	LAYER 1 Brown Adhesive	---		ND	None
FT-02A		LAYER 2 Tan Vinyl Floor Tile	---		3%	Chrysotile
FT-02B	2nd floor north office/lab	LAYER 1 Brown Adhesive	---		ND	None
FT-02B		--	--	--	NA/PS	--
PW-01A	HVAC exhaust piping	White/Silver Pipe wrap	30%	cellulose	ND	None
PW-01B	HVAC exhaust pipe	White/Silver Pipe wrap	30%	cellulose	ND	None

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP, LLC #100122
VT #AL910359 LA#05011
PHIL# 461

CT #PH-0426
VA #3333 000283
PA#68-03387

ME LA-0075, LB-0071
AZ #A20944

MA #AA000052
HI #L-09-004

NY #10980 WV #000622
NJ #CT004 CA #2907



POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials		Asbestos %	Asbestos Type
PI-02A	South vertical pipe run	Black/Grey Insulation, Pipe with Wrap	40%	mineral wool	30%	Chrysotile
PI-02B	2nd floor south end	--	--	--	NA/PS	--
PI-02C	1st floor piping	--	--	--	NA/PS	--
ETP-01A	3rd floor southeast corner	Grey Electrical Panel	--	--	ND	None
ETP-01B	Elevator penthouse	Grey Electrical Panel	--	--	ND	None
RC-01A	4th floor roof access	Black/Light Grey Caulking	--	--	10%	Chrysotile
RC-01B	4th floor roof access	--	--	--	NA/PS	--
RM-01A	Northeast corner of basement roof	Black Roofing, Flashing tar	--	--	10%	Chrysotile
RM-01B	West side of basement roof	--	--	--	NA/PS	--
RM-01C	North side of basement roof	--	--	--	NA/PS	--
RM-02A	North end of basement roof	Black Roofing, Asphalt Based Built-Up	60%	fibrous glass	ND	None
RM-02B	Central area of basement roof	Black Roofing, Asphalt Based Built-Up	60%	fibrous glass	ND	None
RM-02C	South side of basement roof	Black Roofing, Asphalt Based Built-Up	60%	fibrous glass	ND	None
CP-01A	1st floor central area	Black/Brown Concrete Paper Backing	90%	cellulose	ND	None
CP-01B	1st floor east side	Black/Brown Concrete Paper Backing	90%	cellulose	ND	None
CP-01C	2nd floor central area	Black/Brown Concrete Paper Backing	90%	cellulose	ND	None

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP,LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071 MA #AA000052 NY #10980 WV #000622
AZ #A20944 HI #L-09-004 NJ #CT004 CA #2907



POLARIZED LIGHT MICROSCOPY by EPA 600/R-93/116

Sample No.	Sample Location	Homogeneous Material Description	Other Matrix Materials	Asbestos %	Asbestos Type
------------	-----------------	----------------------------------	------------------------	------------	---------------

ND - asbestos was not detected

Trace - asbestos was observed at level of 1% or less - This is the reporting limit

NA/PS - Not Analyzed / Positive Stop

SNA - Sample Not Analyzed- See Chain of Custody for details

Notes: Asbestos-Containing Material (ACM) is any material containing more than 1% asbestos

Note: Polarized-light microscopy is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. In those cases, EPA recommends, and certain states (e.g. NY) require, that negative results be confirmed by quantitative transmission electron microscopy.

The Laboratory at TRC follows the EPA's Interim Method for the Determination of Asbestos in Bulk Insulation 1982 (EPA 600/M4-82-020) Bulk Analysis Code 18/A01 and the EPA recommended Method for the Determination of Asbestos in Bulk Building Materials July 1993, R.L. Perkins and B.W. Harvey, (EPA/600/R-93/116) Bulk Analysis Code 18/A03, which utilize polarized light microscopy (PLM). Our analysts have completed an accredited course in asbestos identification. TRC's Laboratory is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP), for Bulk Asbestos Fiber Analysis, NVLAP Code 18/A01, effective through June 30, 2022. TRC is accredited by the AIHA Laboratory Accreditation Programs (AIHA-LAP), LLC in the Industrial Hygiene Program (IHLAP) for PLM effective through October 1, 2022. Asbestos content is determined by visual estimate unless otherwise indicated. Quality Control is performed in-house on at least 10% of samples and QC data related to the samples is available upon written request from client.

This report shall not be reproduced, except in full, without the written approval of TRC. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report relates only to the items tested.

Analyzed by:

Kathleen Williamson, Laboratory Manager

Reviewed by:

Joel Corso, Approved Signatory

Date Issued

05/26/2022

TRC LABORATORY ASBESTOS ANALYTICAL ACCREDITATIONS

NVLAP Lab Code 101424-0
RI #PLM0007 TX #300354
CO# AL-15020

AIHA-LAP, LLC #100122 CT #PH-0426
VT #AL910359 LA#05011 VA #3333 000283
PHIL# 461 PA#68-03387

ME LA-0075, LB-0071
AZ #A20944

MA #AA000052
HI #L-09-004

NY #10980 WV #000622
NJ #CT004 CA #2907

59229



1382 West Ninth Street Suite 400 Cleveland OH 44113

ASBESTOS BULK SAMPLE CHAIN OF CUSTODY FORM

Client:
Wyandot County

Project Number:
478948.0000 Phase 02

Sampling Technician:
Ryan Pulliam
Mobile App: BSI - HAZMAT Survey

Project Name:
Former Dairy - Upper Sandusky

Tracking Number:

Requested TAT:
3 DAY

427 W Church St Upper Sandusky Wyandot County OH 43351 US

ASBESTOS BULK SAMPLE INFORMATION

Sample Date	Sample Identification	Material Description	Homogeneous Area	Sample Location	Lab Identification (Lab Use Only)
05/19/22	CT-01A	Ceiling Tile, 2' x 2', White	1st Floor , 2nd Floor Ceiling	1st floor central area	
05/19/22	CT-01B	Ceiling Tile, 2' x 2', White	1st Floor , 2nd Floor Ceiling	1st floor north side	
05/19/22	CT-01C	Ceiling Tile, 2' x 2', White	1st Floor , 2nd Floor Ceiling	2nd floor north side	
05/19/22	WG-01A	Window glazing , Grey	1st Floor Windows, 2nd Floor Windows, 3rd Floor Windows , Elevator Penthouse , Stairwell	East window by entrance	
05/19/22	WG-01B	Window glazing , Grey	1st Floor Windows, 2nd Floor Windows, 3rd Floor Windows , Elevator Penthouse , Stairwell	South window by elevator	
05/19/22	WG-01C	Window glazing , Grey	1st Floor Windows, 2nd Floor Windows, 3rd Floor Windows , Elevator Penthouse , Stairwell	West central window	
05/19/22	WG-01D	Window glazing , Grey	1st Floor Windows, 2nd Floor Windows, 3rd Floor Windows , Elevator Penthouse , Stairwell	Elevator penthouse	
05/19/22	CBG-01A	Grout , Grey	Ceramic Brick Wall Grout	East exterior wall	
05/19/22	CBG-01B	Grout , Grey	Ceramic Brick Wall Grout	South exterior wall	
05/19/22	CBG-01C	Grout , Grey	Ceramic Brick Wall Grout	Southwest exterior wall	
05/19/22	CBG-01D	Grout , Grey	Ceramic Brick Wall Grout	North side of exterior basement wall	

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05/19/22	MB-01A	Insulation, Pipe, White	1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping	South vertical pipe section, 1st floor	
05/19/22	MB-01B	Insulation, Pipe, White	1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping	North wall piping, 1st floor	
05/19/22	MB-01C	Insulation, Pipe, White	1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping	Debris pile under north wall pipe, 1st floor	
05/19/22	MB-01D	Insulation, Pipe, White	1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping	2nd floor south office	
05/19/22	MB-01E	Insulation, Pipe, White	1st Floor 2 Inch Pipe , 2nd Floor 2 Inch Piping , 3rd Floor 2 Inch Piping	3rd floor south side	
05/19/22	PL-01A	Plaster, Skim Coat with Base Coat, Grey, White	Basement Chiller Insulated Walls	West chiller wall	
05/19/22	PL-01B	Plaster, Skim Coat with Base Coat, Grey, White	Basement Chiller Insulated Walls	Northwest wall by tunnel	
05/19/22	PL-01C	Plaster, Skim Coat with Base Coat, Grey, White	Basement Chiller Insulated Walls	Southwest chiller wall by HVAC chiller	
05/19/22	MF-01A	Insulation, Pipe Elbows / Fittings, Brown, Red	Southwest Pipe Near Tunnel	North end of pipe	
05/19/22	MF-01B	Insulation, Pipe Elbows / Fittings, Brown, Red	Southwest Pipe Near Tunnel	South end of pipe	
05/19/22	AI-01A	Insulation, Pipe, Black, Brown	Basement West Area, Near Tunnel	South end of 3 inch pipe	
05/19/22	AI-01B	Insulation, Pipe, Black, Brown	Basement West Area, Near Tunnel	North end of 3 inch pipe	
05/19/22	DW-01A	Wallboard, Gypsum, Grey	2nd Floor Ceiling	2nd floor central area	
05/19/22	DW-01B	Wallboard, Gypsum, Grey	2nd Floor Ceiling	West central, 2nd floor	
05/19/22	DW-01C	Wallboard, Gypsum, Grey	2nd Floor Ceiling	2nd floor west central area	
05/19/22	FT-01A	Vinyl Floor Tile, with Yellow Adhesive, 12" x 12", Tan	2nd Floor South Office	2nd floor south office	
05/19/22	FT-01B	Vinyl Floor Tile, with Yellow Adhesive, 12" x 12", Tan	2nd Floor South Office	Second floor south office	
05/19/22	FT-02A	Vinyl Floor Tile, Tan adhesive , Grey	2nd Floor Office Area	2nd floor north office/lab	
05/19/22	FT-02B	Vinyl Floor Tile, Tan adhesive , Grey	2nd Floor Office Area	2nd floor north office/lab	
05/19/22	PW-01A	Pipe wrap, White	2nd Floor HVAC Piping	HVAC exhaust piping	
05/19/22	PW-01B	Pipe wrap, White	2nd Floor HVAC Piping	HVAC exhaust pipe	

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05/19/22	PI-02A	Insulation, Pipe with Wrap, Black, Grey, Silver	2nd Floor , 3rd Floor Piping , 1st Floor Piping	South vertical pipe run	
05/19/22	PI-02B	Insulation, Pipe with Wrap, Black, Grey, Silver	2nd Floor , 3rd Floor Piping , 1st Floor Piping	2nd floor south end	
05/19/22	PI-02C	Insulation, Pipe with Wrap, Black, Grey, Silver	2nd Floor , 3rd Floor Piping , 1st Floor Piping	1st floor piping	
05/19/22	ETP-01A	Electrical panel , Grey	3rd Floor Southeast Corner And Penthouse	3rd floor southeast corner	
05/19/22	ETP-01B	Electrical panel , Grey	3rd Floor Southeast Corner And Penthouse	Elevator penthouse	
05/19/22	RC-01A	Caulking, Light grey	4th Floor Roof Along Building Edge	4th floor roof access	
05/19/22	RC-01B	Caulking, Light grey	4th Floor Roof Along Building Edge	4th floor roof access	
05/19/22	RM-01A	Roofing, Flashing tar , Black	Black Roofing Flashing	Northeast corner of basement roof	
05/19/22	RM-01B	Roofing, Flashing tar , Black	Black Roofing Flashing	West side of basement roof	
05/19/22	RM-01C	Roofing, Flashing tar , Black	Black Roofing Flashing	North side of basement roof	
05/19/22	RM-02A	Roofing, Asphalt Based Built-Up, Black	Roofing Areas	North end of basement roof	
05/19/22	RM-02B	Roofing, Asphalt Based Built-Up, Black	Roofing Areas	Central area of basement roof	
05/19/22	RM-02C	Roofing, Asphalt Based Built-Up, Black	Roofing Areas	South side of basement roof	
05/19/22	CP-01A	Concrete paper backing , Black, Brown	1st And 2nd Floor Concrete Ceilings	1st floor central area	
05/19/22	CP-01B	Concrete paper backing , Black, Brown	1st And 2nd Floor Concrete Ceilings	1st floor east side	
05/19/22	CP-01C	Concrete paper backing , Black, Brown	1st And 2nd Floor Concrete Ceilings	2nd floor central area	


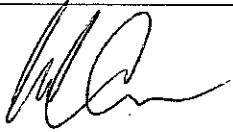
Special Instruction to Laboratory:

Analyze All Layers, Stop First Positive Result in each Homogeneous Area

CHAIN OF CUSTODY INFORMATION AND LABORATORY INFORMATION

Relinquished By:	Date and Time	Received By:	Date and Time
1. (Print): Ryan Pulliam	05/19/2022 4:06 pm America/New_York	Joel Corso	

59229

			5/23/22 0945
(Sign):			
II. (Print):			
(Sign):			
Email Results To: Rpulliam@trccompanies.com	Analytical Method: PLM EPA 600/R-93/116	Lab Comments:	

Appendix D – Certifications



Mike DeWine, Governor
Jon Husted, Lt. Governor
Laurie A. Stevenson, Director

4/25/2022

Ryan Pulliam
TRC
1382 W. 9th St., Suite 400
Cleveland, OH 44113

RE: Evaluation Specialist
Certification Number: ES35048
Expiration Date: 4/19/2023

Dear Ryan Pulliam:

This letter and enclosed certification card approves your request to be certified as an asbestos Evaluation Specialist. You must present your card upon request at any project site while performing duties. Copies of cards are not acceptable as proof of certification.

This certification may be revoked by the Director of the Ohio Environmental Protection Agency (EPA) for violation of any of the requirements of 3745-22 or 3745-20 of the Ohio Administrative Code.

If you have any questions, please contact the Asbestos Program at 614-644-0226 or by email at asbestoslicensing@epa.ohio.gov.

Sincerely,

Joshua S. Koch
Manager, Business Operations Support Section
Ohio EPA - Division of Air Pollution Control



State of Ohio
Environmental Protection Agency
Asbestos Program

Asbestos Hazard Evaluation Specialist

**Jacob
Arsulic**



**286 Mentor Avenue Apartment 5
Painesville OH 44077**

Certification Number Expiration Date

ES546374

3/1/23



DOB: 5/14/99

**Card not Valid
if Altered**

APPENDIX C

Ohio Environmental Protection Agency (OEPA) – *Notification of Demolition and Renovation Operations*



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. This form can be completed, and payment made, at ebiz.epa.ohio.gov. Questions? asbestos@epa.ohio.gov or (614) 466-0061.

Ohio EPA Use Only	Notification #:	Postmarked: / /	Received: / /	<input type="checkbox"/> Hand-Delivered
-------------------	-----------------	-----------------	---------------	---

1) Notification Information (Check all that apply)

<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	Project County:
<input type="checkbox"/> NESHAP Residential Exemption						

2) Owner, Asbestos Abatement Contractor, Billing and Fire Department Information

Revised? ☐

Owner			
Name:			Is this a company? <input type="checkbox"/> Yes <input type="checkbox"/> No
Address:		Contact Person:	
City:	State:	Zip: -	
Email:	Phone: () -	Fax: () -	
Asbestos Abatement Contractor (if applicable)			
Name:		License #: AC	Expiration Date: / /
Address:		Contact Person:	
City:	State:	Zip: -	
Email:	Phone: () -	Fax: () -	
Billing Contact (Entity paying for original notification)			
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: () -	
Fire Department (if applicable)			
Name:			
Address:		Contact Person:	
City:	State:	Zip: -	
Email:	Phone: () -	Fax: () -	

3) Ohio Asbestos Hazard Evaluation Specialist and Evaluation Procedure

Revised? ☐

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):		

4) Procedures to be followed should unexpected RACM be discovered (check all that apply)

Revised? ☐

<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):			

5) Planned Demolition (check all that apply)

Revised? ☐

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):	

Mail completed form and payment to:
Ohio EPA, DAPC – Asbestos
P.O. Box 1049, Columbus, OH 43216-1049

Notification of Demolition and Renovation/Abatement

Section 1: General Information

Continued

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)(p), 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:			
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? ☐

<input type="checkbox"/> Demolition	<input type="checkbox"/> Renovation/Abatement – Type: <input type="checkbox"/> Removal <input type="checkbox"/> Repair <input type="checkbox"/> Encapsulation <input type="checkbox"/> Enclosure
-------------------------------------	--

C. Asbestos Present (check one)

Revised? ☐

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> No, previously abated	Year Abated:
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D. Approximate Amount of Asbestos-Containing Materials (complete table below and Section 1 #6 if asbestos is present)

Revised? ☐

	Material to be Removed			Material NOT to be Removed	
	RACM	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 (ft²)					
Volume if length or area cannot be measured (ft³)					

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 2) 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:		
Address:		Contact Person:
City:	State:	Zip: -
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? ☐

Asbestos Abatement Offsite/On Hold as of Date: / /	Asbestos Abatement On Site/Off Hold, Work Resume Date: / /
Demolition Offsite/On Hold as of Date: / /	Demolition On Site/Off Hold, Work Resume Date: / /


APPENDIX D

Photographic Log


Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
1	3/29/2023		
Description: Representative view of east side of Site building, photo facing west			


Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
2	3/29/2023		
Description: Representative view of south side of Site building, photo facing northwest			


Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
3	3/29/2023		
Description: Representative view of grassy alleyway between buildings, photo facing west			

Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
4	3/29/2023		
Description: Representative view of one-story portion of Site building, photo facing northwest			

Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
5	3/29/2023		
Description: Representative view of west side of Site building, photo facing east			


Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
6	3/29/2023		
Description: Gas Meter House on north side of Site building, photo facing southwest			


Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
7	3/29/2023		
Description: Representative view of inside Gas Meter House, photo facing west			

Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
8	3/29/2023		
Description: Representative view of tunnel, photo facing north			

Photographic Log

Client Name/Project:		Site Location:	Project No.:
Wyandot County		Parcels 06-7047-75000 & 06-7047-8000	529412
Photo No.	Date		
9	3/29/2023		
Description: Representative view of tunnel location from exterior, photo facing west			

APPENDIX E

**ODOD Grant Agreement #ODSA-2022-192116
Acknowledgement of Ohio Department of Development Grant
& Minority Hiring Goal Statement of Good Faith Effort**

FIRST AMENDMENT TO
BROWNFIELD REMEDIATION PROGRAM
GRANT AGREEMENT

This First Amendment to the Grant Agreement (the "First Amendment") is made and entered into by and between the **Ohio Department of Development** ("Grantor"), and **Wyandot County Board of Commissioners** ("Grantee") for the purpose of amending the Expiration Date for the **Brownfield Remediation Program**.

Background Information

- A. Grantor and Grantee entered into a Grant Agreement effective January 1, 2022 (the "Original Agreement").
- B. Both parties agree to extend the Expiration Date of the Agreement, as provided herein.

Statement of the Agreement

In consideration of the mutual covenants contained herein, the Grantor and Grantee agree that the Agreement is hereby amended as follows:

1. **Expiration Date.** The Expiration Date is amended to June 30, 2024.
2. Except as modified herein, the Agreement shall remain in full force and effect in accordance with its terms.

GRANTEE:

Wyandot County Board of Commissioners

Sign: Brad L. Patton

Print: Brad L. Patton

Title: Commissioner

Date: 2/21/2023

GRANTOR:

Ohio Department of Development

Lydia L. Mihalik

Director

E-SIGNED by Matthew McClellan

Sign: on 2023-03-02 12:03:15 EST

Print: Matthew McClellan

Title: Assistant Director

Date: 2023-03-02 12:03:15 UTC
(Effective Date of First Amendment)

**Ohio Department of Development
Brownfield Remediation Program
Grant Agreement**

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Wyandot County Board of Commissioners** (the "Grantee") for the period **January 1, 2022 (the "Beginning Date") to June 30, 2023 (the "Expiration Date")**, set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Brownfield Remediation Program in accordance with the terms of this Agreement, the Grant Application (the "Application"), which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system, the contents of this Agreement (collectively, the "Project") and the Brownfield Remediation Program Guidelines. In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$209,000.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in **Application** which is incorporated herein by reference. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit III: Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The Brownfield Remediation Program was established in House Bill 110 of the 134th General Assembly, codified in Ohio Revised Code section 122.6511 and found in the Ohio Administrative Code sections 122:31-1-01 through 122:31-1-06. This program awards grants for the assessment or remediation of brownfield sites throughout Ohio.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in **Exhibit II** and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated. If applicable, Grantor will not release the final

10% of funding until Grantee confirms matching funds are expended.

6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in **Exhibit II: Reporting.**
7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
8. **Audits.** Grantees receiving a state-funded grant award of less than \$500,000 do not have an audit requirement. Grantor may, at its option, choose to send department auditors to complete an audit of any state-funded grant award. Grantees receiving a state-funded grant award equal to or greater than \$500,000 are required to submit either a single audit or a grant specific audit report to Ohio Department of Development, Audit Office, P.O. Box 1001, Columbus, Ohio 43216-1001.
 - a. **Single Audit:** Grantee obtains an organization-wide audit. The report includes organization-wide financial statements, an opinion on the financial statements, a report on internal controls, and a report on compliance with the terms and conditions of the grant agreements. The audit report must include a schedule of federal grants. This report should include the division name, the grant name and number, the amount of cash received, the expenditures charged and the balance at the end of the audit period. The audit report must include a report on compliance with the terms and conditions of federal grants. Single audits must be performed by an independent public accountant. Single audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the audit period.
 - b. **Grant Specific Audit:** Grantee obtains an audit of a specific grant that is equal to or greater than \$500,000. The audit report must include a statement of revenues and expenditures for the grant, an opinion on the statements of revenues and expenditures, a report on internal controls as they relate to the grant, and a report on compliance with the terms and conditions of the grant agreement. A grant specific audit must be performed by an independent public accountant. Grant specific audits must be submitted to Grantor within 30 days of the date of the release, but no later than nine months after the end of the grant period.
 - c. **Audit Standards:** Audits performed by independent public accountants must be performed in accordance with generally accepted auditing standards or generally accepted government auditing standards for financial and compliance audits, whichever is applicable.
9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor's monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in **Exhibit II: Reporting.**
10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.

- b. **Signature and Costs.** The authorized representative on behalf of Grantee shall certify by his or her submission of each report required by **Exhibit II** that the information reported by Grantee is true, complete and correct.

- 11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
- 12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration within the electronic application system 30 days prior to the date of the change and Grantor approves the proposed alteration within the electronic application system. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration within a reasonable period of time.
- 13. **Grantee Certifications and Assurances.** By signing this Agreement, Grantee certifies and assures the following:
 - a. **Equal Employment Opportunity.** Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.
 - b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 14, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.
 - c. **Accounting.** Accounting systems used by Grantee are in accordance with generally accepted accounting standards and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.

- d. **Insurance.** Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. **Minority Hiring Goal.** Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

14. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Failure to spend matching funds, if applicable.
- b. **Early Termination:** Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 16 of this Agreement.

15. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (3) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (4) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (5) ineffective or improper use of the Grant Funds provided under this Agreement; (6) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (7) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (8) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.

- c. **Demand Repayment of Grant Funds.** Under the circumstances described in Section 5 of this Agreement, demand repayment of Grant Funds improperly expended. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
 - d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
16. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
17. **Liability - Public Agency or Governmental Entity.** If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
18. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
19. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
20. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the

discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

22. Adherence to State and Federal Laws, Regulations.

- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J)**, and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

23. Outstanding Liabilities. Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law. This Section is not intended to require a Grantee to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

24. Falsification of Information. Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.

25. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.

26. Miscellaneous.

- a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- c. **Program Income.** Any funds that were billed to the property owner as part of a nuisance order or other means and subsequently paid by a property owner to Grantee for Project work that was billed/paid by Grantor with Grant Funds, shall be returned to Grantor.

- 27. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 28. Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 29. Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
- 30. Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
- a. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

i. **In the case of Grantor, to:**

Ohio Department of Development
Office of Energy and Environment
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

ii. **In the case of Grantee, to:**

Wyandot County Board of
Commissioners
109 S. Sandusky Ave Upper Sandusky, Ohio 43351

Signature

Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures.

Grantee:

Wyandot County Board of Commissioners



Authorized Official Signature



Printed Name



Title



Date

Grantor:

State of Ohio, Department of Development

E-SIGNED by Matthew McClellan

on 2023-01-03 11:00:56 EST

Signature

Matthew McClellan

Printed Name

Assistant Director

Title

2023-01-03 11:00:56 UTC

Date

EXHIBIT I

Scope of Work/Budget/Grant Application

Project scope of work and budget is located within Grantor electronic application system (Salesforce).

EXHIBIT II

Reporting

Grantee shall provide the information listed below by the date(s) specified herein or to be determined by Grantor. Grantor shall provide a format to submit the information and shall instruct Grantee in the proper completion of such documents. The reporting and recordkeeping requirements listed herein shall not be construed to limit Grantor from making additional requests or from changing or including additional detail. Failure to submit required reports will result in non-payment of monthly expenditures.

1. **Financial Reimbursement Requests:** all financial reimbursement requests must be submitted electronically to the Grantor on a monthly basis as costs are incurred. Supporting documentation for costs submitted for reimbursement must be uploaded and submitted within the electronic system as part of the request. If an advance of funds is being requested, provide a rational for the advance and anticipated uses. The rational should include supporting documentation for the requested costs.
2. **Program Reports:** Program reports must be submitted on a quarterly basis. Program reports must be submitted by close of business, on the third Friday at the end of each quarter. Program reports must include the following information:
 - a. Narrative summary of use of funds during the reporting period.
 - b. Update of outcomes projected in Grantee's Application. Examples may include an assessment initiated or completed, remediation work beginning on the site, additional testing completed and/or further development with the proposed end-use.
3. **Final Report:** A final project report must be submitted 15 days after the end of this Agreement.

EXHIBIT III

Special Conditions may be included within this Grant Agreement as agreed upon by Grantee and Grantor.

Acknowledgement of Ohio Department of Development Grant

To Be Completed by BIDDER:

I have read and understand the Grant Agreement between Wyandot County, Ohio and the Ohio Department of Development, Grant Agreement # ODSA-2022-192116. I agree that my firm and any subcontracted services to my firm will abide by all terms of the Grant Agreement that are applicable to contractor and subcontractor performance in execution of the Grant Agreement. In particular, I agree that firm and any subcontracted services to my firm will abide with the following Sections of the Grant Agreement:

- Section 11. Rights of Inspection
- Section 13.A. Grantee Certifications and Assurances, Equal Employment Opportunity
- Section 13.E. Grantee Certifications and Assurances, Minority Hiring Goals
- Section 21. Conflict of Interest
- Section 22. Adherence to State and Federal Laws, Regulations.

Bidder Authorized Representative: _____

By: Signature _____

By: Printed Name and Title _____

Date: _____

Minority Hiring Goal Statement of Good Faith Effort

To Be Completed by BIDDER:

Section 13.E of the Grant Agreement between Wyandot County, Ohio and the Ohio Department of Development, Grant Agreement # ODSA-2022-192116, states the following:

Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

I attest that my firm and any subcontracted services to my firm will make a good faith effort to employ minority persons in the completion and operation of the Project in the same percentage as the average percentage of minority persons who reside in Wyandot County and its contiguous counties.

Bidder Authorized Representative: _____

By: Signature _____

By: Printed Name and Title _____

Date: _____