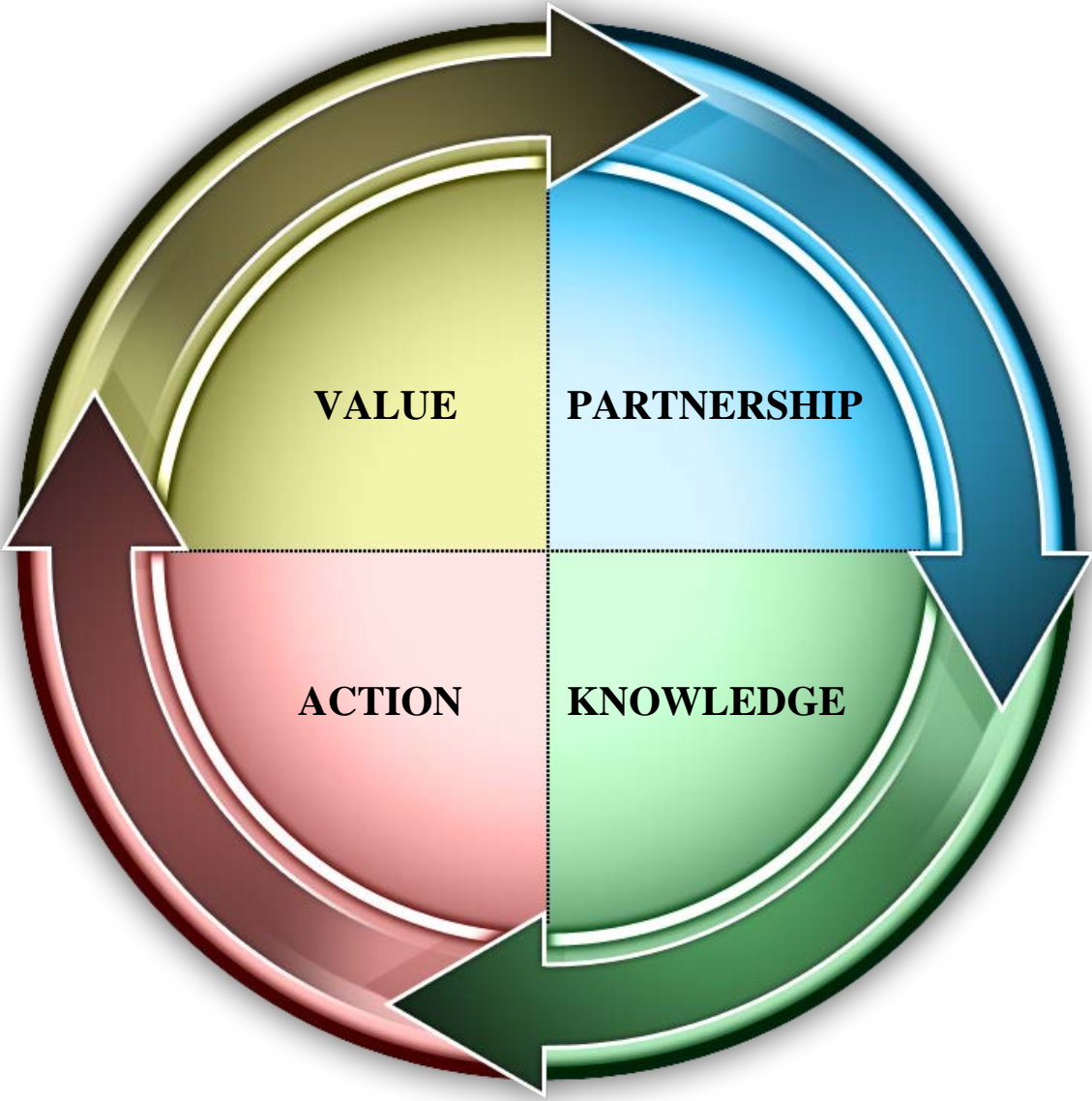


DEMOLITION GRANT PROGRAM



DEMOLITION GRANT PROGRAM

Guidelines

I. OBJECTIVES OF PROGRAM

- A. Provide financial assistance to commercial and residential property owners to assist in the demolition of structures and clearance of sites for purposes of redevelopment, economic development, removal of non-conforming structures or removal of blight.
- B. Eliminate existing or potential blighting influences and their 'spill-over effect' to adjacent properties and neighborhoods.
- C. Encourage an increased sense of responsibility with regard to property maintenance.
- D. Encourage the re-use of properties to a more appropriate and sustainable use.
- E. Encourage compliance with the city of Kettering's Zoning Code.

II. ELIGIBILITY

- A. Applicants must be the owner (Owner) of a property or legal designee.
- B. The applicant must be the fee simple owner of record; agree to use the property in a lawful manner with regard to occupancy, zoning ordinance, and the property maintenance code; be legally competent; maintain the premises in a decent, safe and sanitary condition pursuant to applicable codes and ordinances; and pay all insurance and property taxes annually.
- C. Applicant shall owe no delinquent property taxes.
- D. The property must be located entirely within the corporate limits of the city of Kettering (the City) and be located in a Demolition Program Designated Area. These Demolition Designated Areas are listed and depicted in the [Attachment A](#).

III. ELIGIBLE ACTIVITIES

- A. The City of Kettering Demolition Program Grant is available for the demolition of structures and clearance of sites in order to remove non-conforming uses, structures and sites; removal of blight; economic development activities and to achieve a

designated public purpose. Due to the fact that financial resources are limited, availability of individual programs cannot be guaranteed.

- B. Demolition activities under this program must meet all the standards required in the “General Program Requirements” found in [Attachment B](#).

IV. TERMS AND AMOUNT OF GRANT

- A. The Demolition Program Grant is a reimbursable grant for which the Owner will be reimbursed in accordance with the Payment Procedures specified below.
- B. The maximum amount of the grant from the City is one half of the total cost of demolition and environmental hazard abatement up to and not to exceed \$25,000. Funding is limited and contingent on City’s receipt of appropriated funds.

V. PROGRAM PROCEDURES

- A. Applications may be submitted throughout the year. If funding is not available, applicant may be placed on a wait list or offered other alternatives.
- B. A pre-application meeting or phone interview will be made available to provide preliminary eligibility screening. Potential applicants will be invited to set up an appointment to complete the full application document or mailed an application packet.
- C. Applications must be complete with appropriate documentation attached (copy of property deed and tax and utility payments) and filed with the City at:

**City of Kettering Government Center
Attention: Planning and Development Director
3600 Shroyer Road
Kettering, Ohio 45429**

VI. CONTRACTOR SELECTION

- A. After the Owner and the city of Kettering Planning and Development Director (Director) have approved the work specifications, then the Owner will select a contractor to complete the work.
- B. The following procedures will apply to choosing a contractor:
 - 1. The Owner will draft specifications for review and approval by the City using the “General Program Requirements” found in [Attachment B](#). Once agreed upon and approved by the Owner and the Director the Owner will secure bids. The Owner must make every attempt to secure a minimum of three bids for the project.

2. The Owner chooses at least three contractors to invite to provide bids. Every contractor shall have insurance, proper licensing, and understanding of local codes. Before the contract is awarded, the contractor will have to provide proof of insurance and his/her tax identification number. It is the Owner's responsibility to check references and judge whether or not the contractor will provide satisfactory work.
 3. Bids from contractors are to be secured by the Owner within 21 days (three weeks) from the date the bid forms are accepted by the Director. It is important that the time requirement be met. Without an adequate number of bids on the specified due date, the project may have to be re-bid, which will extend the project by another three weeks. The Owner is advised to clearly communicate to contractors that they expect them to inspect the site as soon as possible and emphasize that their bids be returned by the due date.
 4. All bids must be written on a line item basis; that is, for each item on the specifications, the contractor must state the price of that item. Contractors will provide two (2) copies of their bids: one sealed bid delivered to the Owner and a second delivered to the Director.
 5. The Owner and the Director or designated representative, will meet to open and review the bids. The lowest qualified bid will be evaluated; however, the Owner may select any qualified contractor whose bid is within 15% lowest bid.
 6. A demolition conference is held at the property. The meeting will include the contractor(s), the Owner, and City staff. The purpose of the meeting is to review the details of the demolition and time schedule. The general contractor must identify all subcontractors that will be involved in the project.
 7. A Demolition Grant Program Agreement will then be signed by the Owner and the City.
- C. Contingency Fund Set-aside: The contractor's bid does not include extra funding for tasks not listed in the specifications. When demolishing structures and clearing sites, it is not unusual to discover unexpected additional problems once the work commences. Examples would be unknown underground storage tanks, unidentified contamination, abandoned utilities or previous work that is not in compliance with codes and current health and safety standards. Therefore, after a discussion with the Owner, the grant amount might include a contingency amount. These funds are only for unforeseen tasks that must be completed as a pre-requisite to the specified demolition. The funds will not be dispersed without a written change order signed by both the Owner and the Director.

- D. It is the Owner's responsibility to have the work area cleared of personal possessions that might get in the way of the contractor. This requirement is detailed in Attachment B, General Project Requirements, Section VI.C. It is also the Owner's responsibility to provide oversight as the construction is completed.
- E. It should be noted that the contractor may be responsible for liquidated damages for not completing the project in a timely manner. The Owner should make note of any weather or supply chain problems that would allow the contractor's time of performance to be extended.

VII. DEMOLITION PROGRAM PROCEDURES

A. Procedures for Starting Work:

1. After a Demolition Grant Program Agreement has been signed, a Notice to Proceed order will be sent by the City to all selected contractors, sub-contractors, and the Owner.
2. The contractor is required to begin the demolition project within 45 days of receiving the Notice to Proceed and complete the entire project within 30 days thereafter.
3. The contractor ensures that all required permits are secured prior to commencing work. It is the Owner's responsibility to verify all required permits have been issued.
4. The contractors or the Owner must notify the City 24 hours before beginning demolition, by phone or email.

B. During construction, the City will conduct weekly inspections, and upon completion will conduct a final inspection.

C. Change orders are discouraged. If a required change order to the original agreement arises, then it can only be incorporated into the grant when approved by both the Owner and the City. If a change order is required that exceeds the original grant amount then the Owner can apply for an increased grant amount not to exceed the terms of this program or pay the contractor directly for costs incurred.

D. It is the Owner's responsibility to monitor construction daily. The City will be monitoring construction at a minimum of once a week.

E. The Owner, in consultation with the City, will determine if all terms and conditions of the agreement have been followed strictly. If the work has not been completed properly, the Owner shall instruct the contractor to make the necessary corrections.

- F. After the completion of the necessary corrections and approval by the City, if the Owner is still not satisfied, they must contact the Better Business Bureau, Dayton, Ohio for their arbitration program as provided in the Owner/Contractor Agreement. The arbitration program is available to either the Owner or a contractor. The party desiring such arbitration shall give written notice to ~~the effect to~~ the other party, specifying the specific issue that is to be arbitrated. A decision by the arbitrator shall be binding and conclusive upon the parties. Each party shall pay its own attorney fees, if any.

VIII. PAYMENT PROCEDURES

- A. When the Owner is ready for payment, he/she shall submit an invoice for all completed items and arrange a time for the City to inspect the job site to verify all completed items specified in the agreement. The invoice must be submitted to the City one week before the Friday payment is expected.
- B. The invoice shall be on a line item basis corresponding with the line items on the demolition contract.
- C. The invoice must be approved, signed and dated by the Owner, contractor and Director.
- D. The Owner will be paid for 80% of completed items until final payment, at which time all holdbacks will be released.
- E. Release of Checks:
 - 1. Checks are issued on Fridays after 3:00 p.m.
 - 2. The Owner will need to sign an Affidavit of Payment to the Contractor in the presence of a notary before the check will be released. The Owner must list any contractor, subcontractor or supplier who has not been paid for completed work or material on this affidavit.
 - 3. All contractors will sign a release of lien at the time of final payment.

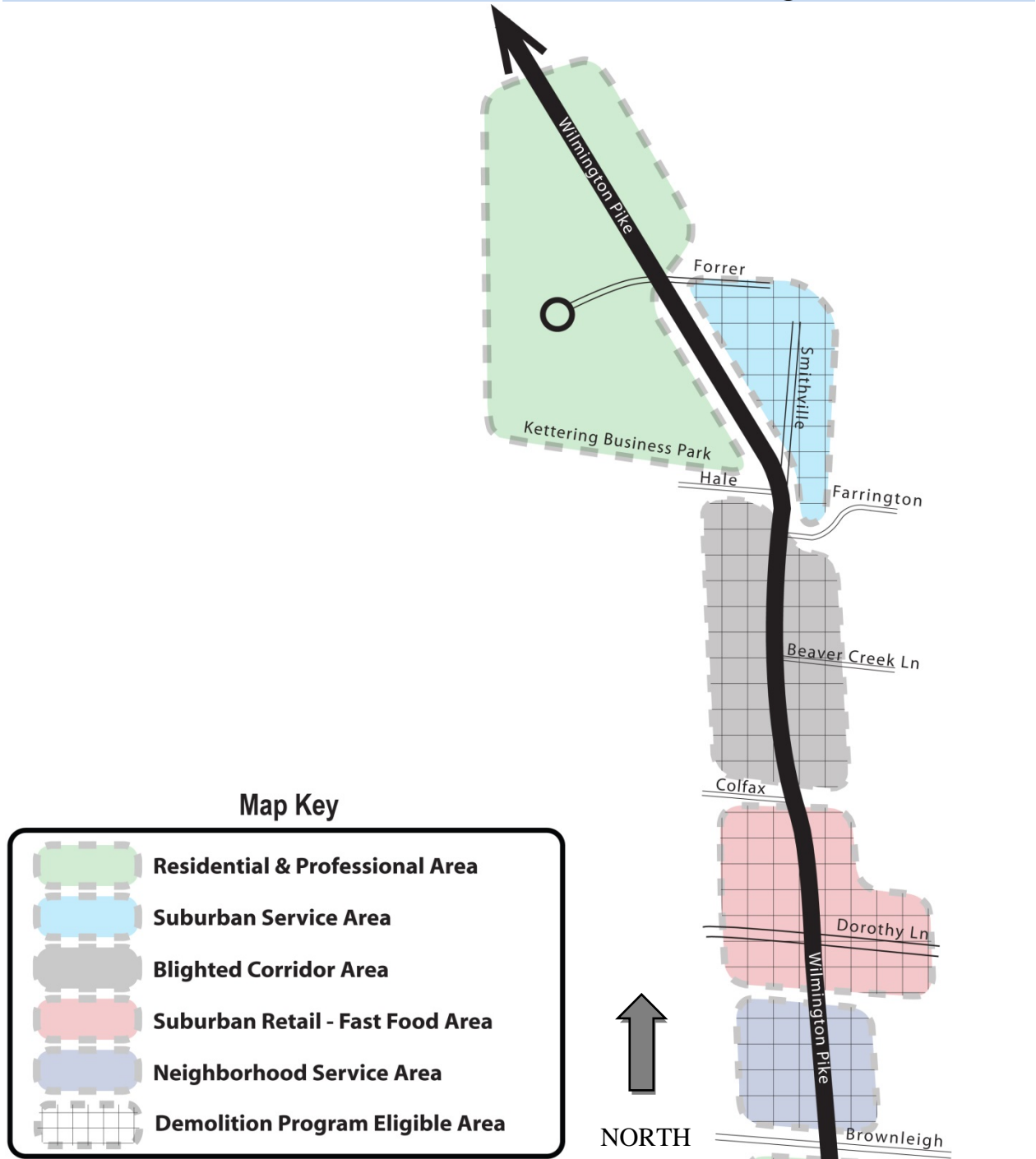
IX. DISCLAIMER

All program participants, by applying for a grant through the program, waive, release, and forever discharge all actions, causes of action, and claims against the City, its elected officials, officers, employees, and volunteers that arise out of the program participant's participation in the program and agree to protect, defend, indemnify and hold City, its elected officials, officers, employees and volunteers, free and harmless from such actions, causes of action and claims.

ATTACHMENT A

City of Kettering

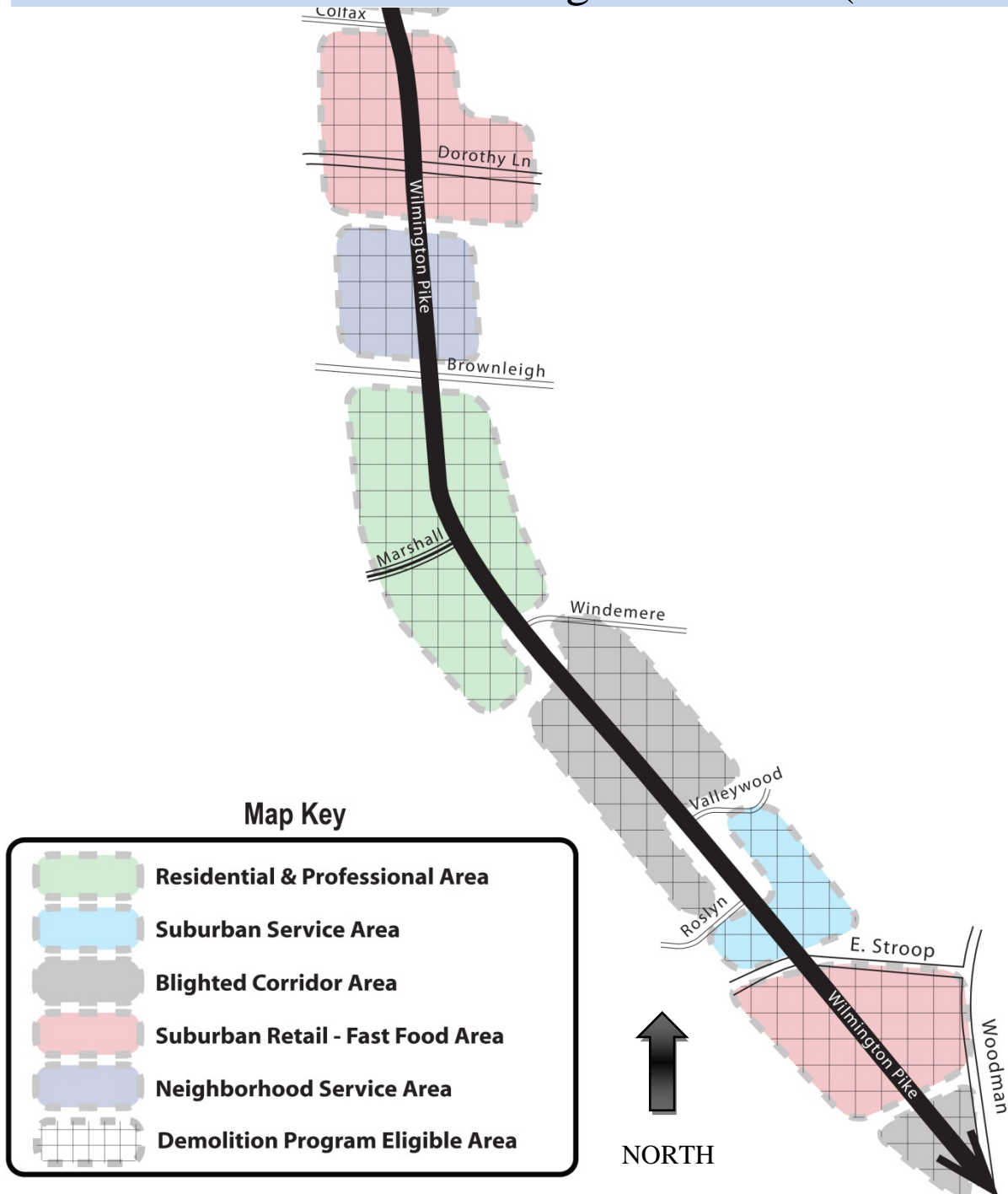
**DEMOLITION GRANT PROGRAM
Designated Areas**



ATTACHMENT A

City of Kettering

DEMOLITION GRANT PROGRAM Designated Areas (continued)



ATTACHMENT B

City of Kettering

DEMOLITION GRANT PROGRAM General Project Requirements

I. SAFETY & SECURITY OF PREMISES

The Owner shall be responsible for the secured control and safety of the premises throughout construction/demolition. Reasonable control measures shall be made to prevent the unauthorized entry of non-project related persons. Measures may include, but are not limited to, construction locks or lock boxes at entry doors and temporary barricades. Trenches, ditches or other excavations that are falling or tripping hazards shall not be left unattended unless protected by temporary fencing or other barrier designed to prevent unauthorized entry.

II. DAILY ACTIVITIES

- A. Generally, all contractors, suppliers and their agents and employees shall maintain a respectful demeanor toward the neighborhood and community while on-site. As such, the Contractor, including all subcontractors and their respective employees, shall uphold the terms of the "Character of Workers" clause contained in the City of Kettering General Specifications issued herewith.
- B. Additionally, it is of utmost importance that the project site is maintained in as clean and orderly fashion as is reasonably accomplished by the on-going construction activities (e.g. broom swept and organized at the end of each work day).

III. PROJECT PERMITS AND NOTICES

- A. An "Ohio EPA Notification of Demolition and Renovation Form" shall be submitted to the local Regional Air Pollution Control Agency (RAPCA). A copy of the form, along with all addendums, shall be given to the City of Kettering representative prior to demolition.
- B. A demolition permit must be obtained from the City of Kettering - Planning and Development Department. A permit for work to be conducted in the public right-of-way must be obtained from the City of Kettering - Engineering Department (if necessary).

- C. The Contractor shall obtain all necessary permits and/or approvals and inspections for water and sewer disconnect (temporary or permanent) from the Montgomery County Sanitary Engineering Department.
- D. The Contractor shall obtain all necessary permits and/or approvals and inspections from the Montgomery County Combined Health District for the abandonment of private water systems on those properties having a well or cistern which is being removed.

IV. SAFETY PRECAUTIONS

- A. The Contractor shall be responsible for initiating, maintaining and supervising all appropriate safety precautions and programs in connection with the performance of the demolition.
- B. In the event the Contractor encounters material on site reasonably believed to be asbestos, polychlorinated biphenyl (PCB) or any other suspect material which has not yet been rendered harmless, the Contractor shall immediately stop work in the affected area and report the condition to the City. A written report identifying the suspect materials and/or conditions shall be submitted to the City within one business day. Work shall remain on hold until written notification by the City has been issued explaining that the suspect materials have been rendered harmless.
- C. Safe working conditions shall be maintained at all times. Contractor shall use all precautions necessary, such as suitable guard rails, barriers and warning lights, especially at excavations, to provide necessary protection for workers, the public, and inspectors visiting the site.

V. PHOTOGRAPHS

The contractor shall provide before, during and after photographs of the demolition process to the City.

VI. GENERAL REQUIREMENTS

- A. The contractor is required to begin the demolition project within 45 days of receiving the Notice to Proceed and complete the entire project within 30 days thereafter. Contractors or the Owner must notify the City 24 hours before beginning demolition, by phone, email, or postcard.
- B. Debris control shall be maintained at all times in accordance with the applicable requirements of the Ohio Building Code and Ohio EPA regulations for demolition of structures, safety of adjacent structures, dust control and disposal procedures. Contractor shall provide all necessary drop cloths, dust screens, chutes and water sprays necessary to maintain and limit dust to the lowest possible levels practical.

Roofing membranes, shingles and other roofing debris shall be prevented from falling or being blown onto adjacent and neighboring properties. All debris shall be removed each day from the streets, adjoining walks and properties.

- C. Debris shall be removed from the site in an approved carrier to legal disposal sites in accordance with local ordinances and applicable environmental regulations. The use of burning or explosives is strictly prohibited.
- D. The Owner will have removed items deemed salvageable prior to commencement of the work specified herein. Remaining items shall become the property of the Contractor. Storage or sale of removed items will not be permitted on site. No right, title, property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand is created, assigned, conveyed, granted or transferred to the Contractor except only the license and right of entry to remove such buildings and structures in strict accordance with these specifications and contract.
- E. All excavations shall be leveled with approved clean fill and compacted substantially to prevent future settling. Contractor shall be responsible for providing any and all granular fill material required to fill and compact excavations. Contractor shall provide prior written notification of the planned activities to the City representative so that a visual inspection of the fill material and the method of compaction may be observed and approved.
- F. Adjacent properties and items scheduled to remain on project property shall be protected from damage at all times. All shrubs and trees in working areas shall be protected by the use of appropriate barriers and/or guard shields of adequate strength to protect same. Contractor is to restore and correct all damage caused in the performance of his work using materials and workmanship matching the quality and type of damaged area or item.
- G. Contractor shall be responsible for keeping streets, sidewalks and other areas in the public right-of-way free of mud and/or debris as a result of demolition activities, including hauling and grading activities.
- H. The Contractor shall not obstruct or close streets, walks or other occupied facilities without permission from the authorities having jurisdiction. In the event of a closure, alternate routes shall be provided for the safe passage of traffic and/or pedestrians.

VII. BUILDING DEMOLITION

Demolish all buildings, porch, stoops, sheds and garage and remove debris from site. Demolition shall include all building components, plumbing lines and fixtures, heating and cooling components, electric wiring and devices, floor and wall coverings, cabinets, and all other contents on the property. Demolition shall include removal of all construction material.

VIII. UTILITIES

- A. All utilities, including sanitary sewer, water, gas, and electric shall be disconnected and capped per the utility having jurisdiction's regulations. The contractor shall arrange for the capping, disconnection or retirement of the electric and natural gas service. The contractor shall be responsible for the temporary abandonment of the water and sewer service inside the property line near the right of way. Contractor is responsible for contacting the Ohio Utilities Protection Service (OUPS) to locate utilities and each individual utility to confirm the status of abandonment, retirement or capping of those utilities. Permits and inspections are required.
- B. Remove all above-ground water, sewer and gas lines.

IX. FOUNDATIONS

All footers and foundation walls shall be removed in their entirety.

X. CONCRETE & ASPHALT

All slabs, driveways, parking areas, driveway approaches and other areas of non-pervious surface shall be removed unless agreed upon in writing by the City prior to commencement of demolition. All private sidewalks, patios, steps, stoops and porches shall be removed. Public sidewalks shall remain. New curbing shall be installed in accordance with the City specifications where driveway approaches were removed.

XI. TREES, BRUSH & FENCING

- A. All fences shall remain unless agreed upon before demolition by the Owner and the Director.
- B. No trees or bushes shall be removed unless it is necessary to facilitate demolition of the buildings. Felled trees or brush shall be completely removed from the site. Root systems shall be removed or ground to a minimum 12 inches below grade.

XII. PRIVATE WELLS

Private wells shall be capped per the regulations of the Montgomery County Health Department. A permit from the Health Department is required.

XIII. REFRIGERANT DISPOSAL

The contractor shall legally dispose of all refrigerant contained in air conditioners, refrigerators, freezers and other appliances or devices.

XIV. TOPSOIL & SEEDING

- A. Bare dirt and fill areas of the demolition site shall be covered with a minimum 4-in. of topsoil. Topsoil provided shall consist of loose, friable, loamy material without admixture of subsoil or refuse. Provided topsoil shall be free of grass, brush and roots.
- B. Finish grade shall be level, smooth and free of rocks and/or other debris. Grass seed shall be evenly sown onto the topsoil at a rate of 5-lbs. per 1,000-sq.ft. The seeded area shall be dragged, raked or otherwise treated to cover the seed to a depth of approximately ½ inch. Seeded area shall be covered with straw or other protective mulch.

XV. ASBESTOS

Asbestos abatement, contracted separately, may occur prior to the Notice to Proceed being issued for demolition. The contractor shall not begin demolition until the Notice to Proceed has been issued.

XVI. PROJECT CLOSEOUT

- A. At least three (3) days and no more than five (5) days prior to completion of the work specified herein, the Owner and/or contractor shall schedule a Punch List Walk-thru meeting with the City representative. During the meeting, the satisfactory completion of the work will be determined and any outstanding items or corrections will be identified in the Project Punch List issued by the City.
- B. Within three (3) days after completion of the punch list activities and final acceptance of the work, the Owner shall deliver to the City representative, along with the final pay request, the following Closeout Documents: Copies of all landfill receipts and permits, inspection reports, and approval notices from the City of Kettering Building Department, City of Kettering Engineering Department (for work in the public right of way), Montgomery County Water and Sewer Department, Montgomery County Health Department (for abandonment of private water systems), disposal sites and any other entity having jurisdiction and requiring a permit for activities associated with this site. Lien Waiver documents from the Contractor and all subcontractors are also required. Approval of final pay request and release of any retainages by the City shall be contingent upon receipt of all Closeout Documents.