

**DEMOLITION AND SPECIFICATIONS
ALLEN COUNTY HOME PROPERTY
3125 ADA ROAD
LIMA, OHIO 45801**

**PORT AUTHORITY OF ALLEN COUNTY AS FUNDED THROUGH THE
OHIO DEPARTMENT OF DEVELOPMENT BROWNFIELD
REMEDICATION PROGRAM GRANT, AGREEMENT ODSA – 2022 -
190745**

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PREPARED FOR:

**THE PORT AUTHORITY OF ALLEN COUNTY
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LIMA, OHIO 45801**

CEC Project 324-682

DATE: NOVEMBER 2022



Civil & Environmental Consultants, Inc.

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1.0 SITE DESCRIPTION AND EXISTING CONDITIONS

1.1 SITE LOCATION

The Allen County Home Property located at 3125 Ada Road, Lima Ohio 45801, is an 8.027-acre parcel of nonindustrial land (“Site”). The property is situated on the north side of Ada Road and west of Interstate 75 on the east side of Lima, Ohio. The location of the Site is shown on Figure 1.

1.2 SITE HISTORY

According to records available at the Allen County Recorder’s Office, the Site has been in public sector control since the mid-1800s. The Allen County Auditor’s Office lists the building located at 3125 Ada Road, Lima Ohio 45801 with a 1959 construction date and totaling approximately 62,000 square feet. Over the years the site has operated as a retirement home and student housing; there is no known association with any industrial activity. The building has sat vacant for several years and, while the building is secure and is maintained by Allen County, is a liability.

The Port Authority of Allen County currently has possession of the Site and believes it has tremendous potential to be redeveloped.

1.3 EXISTING SITE CONDITIONS

Depicted in Figure 2, the current Site conditions include:

- Remaining three (3) story building of the former Allen County Home (Building);
- Excessive vegetation, overgrown shrubs, etc.;
- Two (2) pavilions situated on concrete pads;
- Two (2) asphalt parking lots and asphalt driveways;
- Two (2) storage tanks;
- Utility poles complete with transformers;
- Utility vault/pit;
- Storm sewer system;
- Concrete sidewalks and ramps;
- Stockpiles of wooded poles; and,
- Stockpiles of landscaping stone.

1.4 SPECIAL WASTES

The following special waste materials have been identified at the Site:

- Asbestos Containing Materials (ACM) located throughout the building including; floor tiles and mastic, spray on ceiling, joints on fiberglass, and breeching thermal system insulation. A copy of the asbestos report is provided in Appendix A; and,
- Universal wastes, including hydraulic fluid (elevator), fuel oil (boiler), fluorescent light tubes, fluorescent light ballasts, drinking fountain freon canisters, emergency exit sign

batteries, thermostats, and various sized containers of liquid paint. A copy of the universal waste inventory sheet is provided in Appendix B.

1.5 PREVIOUS ENVIRONMENTAL ASSESSMENTS AND CLEANUP

In July of 2017 DMD Environmental Inc, completed an Asbestos Survey for the Site. The Asbestos Survey included collection of forty-six (46) samples, six (6) of which identified Chrysotile Asbestos at concentrations of 4-60 percent. ACM within the building includes floor tiles and mastic, spray on ceiling, joints on fiberglass, and breeching thermal system insulation. A copy of the asbestos report is provided in Appendix A.

A Remedial Action Plan (RAP) was prepared by Civil and Environmental Consultants, Inc. (CEC) in March of 2022, to address the presence of building materials containing asbestos, along with hazardous building components. The RAP recommends the removal and disposal of hazardous building components and ACM prior to building demolition. An electronic copy of the RAP is available upon request.

2.0 PROJECT OBJECTIVE AND SEQUENCE

The overall objective of the project is to remove all existing buildings/structures including concrete slabs/footers, and utilities including aboveground and underground equipment (poles, vaults, poles and transformers), universal waste, ACM, and storage tanks from the Site to allow for future redevelopment. PAAC envisions the project proceeding in five (5) phases:

- **Phase I – Pre-Demolition Activities:** Attendance at a pre-construction meeting with the PAAC and their representative to review scope of work/pay items, budgets and schedules; Submit a Notice of Intent to the Ohio EPA for construction stormwater management and prepare or obtain and Sediment and Erosion Control Plan and a Stormwater Prevention Pollution Plan; Physically disconnect all site utilities (electric, gas, sewer, water, etc.); Obtain a Demolition Permit, including verification that utilities have been disconnected and capped; Submittals; Contractor mobilization;
- **Phase II – Universal Waste and ACM Removal:** Removal of universal waste and hazardous building components (aboveground storage tank, hydraulic fluid tank, fluorescent light tubes, fluorescent light ballasts, drinking fountain Freon canisters, thermostats and other mercury containing devices, emergency exits sign batteries, and various sized containers of liquids/paints); and removal of ACM;
- **Phase III – Demolition, Complete:** Complete demolition and removal of all onsite structures (building, wing walls, footers, foundation, basements, sidewalks, ramps, decking, pavilions, trees, except as field marked to remain, and utility vaults/pits) and complete removal and disposal of all demotion debris;
- **Phase IV – Asphalt Parking Lot Removal, Storm Sewer System Removal, Complete:** Removal and disposal of wooden poles and landscaping stone stocked piled in parking lot; Complete removal and disposal of asphalt parking lot; and,
- **Phase V – Backfilling and Site Stabilization:** Backfilling of all holes, voids, and depressions, created during the demolition of structures and final seeding for ground stabilization.

This project is funded through the Ohio Department of Development's (Ohio DOD) Brownfield Remediation Program. A copy of the Grant Agreement between the PAAC and the Ohio DOD is provided in Appendix D. Prevailing wage rates apply to this project. The Contractor shall comply with Ohio Revised Code Sections 4115.03 through 4115.06.

A description of the scope of work associated with each Phase, as well as general conditions for the project, are presented in Sections 4.0 and 5.0, respectively.

3.0 PROJECT ORGANIZATION AND RESPONSIBILITIES

This section presents the overall project organization and provides a general guideline for communications, reporting, and problem resolution during the execution of the Work. The key project personnel include the Owner (PAAC), the PAAC's on-Site Representative (CEC), and the Contractor (and applicable subcontractors). A description of the roles and responsibilities of the key project personnel is provided below.

3.1 OWNER

PAAC is the owner of the property and will make all final decisions.

3.2 OWNER'S REPRESENTATIVE

CEC will serve as the Owner's Representative during the execution and Work, to ensure Contractor compliance with these specifications and PAAC requirements. CEC will report directly to PAAC, and will be responsible for the following:

- Serve as the primary point of contact for the Contractor and coordinate communications with appropriate PAAC representatives;
- Monitor Contractor's compliance with the project schedule;
- Maintain activity logs provided by the Contractor, including written and photographic documentation of Work activities;
- Conduct meetings, as necessary, with the Contractor and PAAC representatives to discuss health and safety, operations, logistics, scheduling, or other project issues; and,
- Maintain records associated with the completion of the Work, as described in Section 5.10, and provide to the Owner as needed.

3.3 CONTRACTOR

The Contractor may elect to contract with a subcontractor(s) for completion of select portions of the Work. The Contractor will be responsible for all actions and compliance with project requirements of its employees and subcontractors. During the day-to-day execution of the Work, the Contractor will report directly to the Owner's Representative to resolve any scheduling, logistical, or operational conflicts. The Contractor will be responsible for the following:

- Filing all notifications and obtaining all necessary certifications and permits required to complete the Work;
- Performance of all Work in accordance with these specifications and other contract documents;
- Evaluation of the integrity of the on-site structures with regard to safe execution of the Work. The Owner makes no representations or assumes no responsibility for the condition of the structures. The conditions at the time of the Site pre-bid meeting will be maintained by the owner to the extent practical;
- Coordinate utility shut-offs and disconnection as required with applicable utility companies prior to commencing demolition activities;

- Health and safety of its workers and subcontractors, including compliance with all regulatory requirements [Occupational Safety and Health Administration (OSHA) and National Emission Standards for Hazardous Air Pollutants (NESHAP), etc.];
- Compliance with all applicable local, state, and federal laws and regulations;
- Provide an Asbestos Project Monitor (APM) that is licensed and specializes in Asbestos Abatement and will provide field oversight and monitoring during the execution of asbestos abatement activities to ensure Contractor compliance with these specifications and Ohio Department of Development Brownfield Remediation Program (ODDBRP) requirements. The APM shall monitor asbestos abatement work to ensure compliance with local, state, and federal regulatory requirements; and
- Coordination, scheduling, and management of all subcontractors.

3.4 RELATED DOCUMENTS

Documents related to and referenced in these Specifications include:

- PAAC Request for Quotation;
- PAAC Bid Sheet;
- PAAC Bid Bond Form;
- Previous Environmental Assessment documentation (available in electronic format by request, except for the Asbestos Survey, which is provided as Appendix A);
- ODDBRP Grant Agreement.

4.0 SCOPE OF WORK

The Contractor will provide all supervision, competent persons, labor, tools, materials, and equipment necessary for the completion of the Work described herein. All Work will be completed in accordance with these specifications and all applicable state, federal, and local laws and regulations.

4.1 PHASE I – PRE-DEMOLITION AND SITE PREPARATION ACTIVITIES

Pay Item 01-01: Obtain Demolition Permit; Mobilization; Utility Disconnect, General Conditions (Submittals and Erosion Control)

The Contractor will perform the following prior to initiating any demolition or cleanup work on the Site:

- Attend a pre-construction meeting with the PAAC and their representative to review the pay items, budget and schedule;
- Submit notification to Ohio EPA and Ohio Department of Health for Asbestos Abatement Work;
- Coordinate physical utility disconnects (*e.g.*, water, sewer, gas, electric, data/phone) and removal of utility poles with transformer;
- Obtain a demolition permit;
- Required Submittals (Health and Safety Plan, Work Plan);
- Submit a Notice of Intent to Ohio EPA for construction stormwater management and prepare or obtain a Sediment and Erosion Control Plan and a Stormwater Prevention Pollution Plan (SWPPP); and,
- Mobilize demolition equipment to the Site.

Pay Item 01-02: Vegetation, Tree Removal, and Disposal:

The Contractor is responsible for the removal, transportation, and disposal of trees and vegetation near the building. Some mature trees will be left in place, prior to the start of vegetation and tree removal (including root ball), trees to remain at the Site will be marked with fluorescent ribbon. The Contractor may use hand tools, power tools, and manual labor to remove vegetation and trees. The Contractor will refrain from using herbicides or controlled burning as a means of vegetation removal. The Contractor is responsible for removing, loading, transporting, and offsite disposal of vegetation and trees.

4.2 PHASE II – UNIVERSAL WASTE AND ACM REMOVAL

Pay Item 02-01: Universal Waste Removal and Disposal:

The Contractor shall complete, or coordinate to have completed, the characterization, transportation and proper disposal of universal wastes (fluorescent light tubes, fluorescent light ballasts, drinking fountain freon canisters, thermostats and other mercury containing devices,

emergency exits sign batteries, and various sized containers of liquids/paints). The Contractor will provide proof of proper disposal to the PAAC once received by the disposal facility.

Pay Item 02-02: ACM Removal and Disposal:

The Contractor is responsible for the complete removal and disposal of ACM located within the building. An asbestos survey conducted in August of 2017 identified ACM throughout the first, second, and third floors of the structure (see ACM survey located in Appendix A). Prior to demolition, the ACM (both remaining intact and if any fallen pieces) shall be properly removed/collected, transported and disposed of as ACM at a licensed landfill. The approximate locations and quantities of ACM to be moved is provided below:

Asbestos – Containing Materials		
Material Description	Estimated Quantity	Approximate Location
9” x 9” tan vinyl floor tile (VFT) and associate mastic	6,048 square feet	Throughout the third and second floors, and room on the first floor
Spray-on ceiling material	6,886 square feet	Throughout second floor
Joints on fiberglass	725 Joints	Throughout and above ceilings
Beaching thermal system insulation	265 square feet	First floor and boiler room
Thermal system insulation	6 linear feet	First floor and maintenance room

The Contractor will provide proof of proper disposal to the PAAC once received by the disposal facility.

Pay Item 02-03: Removal and Disposal of Aboveground Storage Tanks:

The Contractor is responsible for the complete removal and disposal of two (2) aboveground storage tanks and associated ancillary equipment. Storage tanks consist of a hydraulic fluid tank associated with the elevator in the building and a fuel oil tank associated with the boiler. The Contractor shall remove and dispose of any remaining tank contents and residues and decontaminate the above ground storage tanks. Once tanks have been cleaned and contents removed, the Contractor will render the tank unusable, remaining tank structures, and ancillary equipment will be removed. The Contractor shall load, transport, and dispose of all tank contents and residues, ancillary tank equipment, and above ground storage tanks. The Contractor will follow all federal, state, and local laws pertaining to the decommissioning and removal of aboveground storage tanks. The Contractor will provide proof of proper disposal to the PAAC once received by the disposal facility.

4.3 PHASE III – DEMOLITION, COMPLETE

Pay Item 03-01: Allen County Home Building, Demolition Complete:

The Contractor is responsible for the complete demolition and disposal of all structures at the Site, including the Allen County Home Building (Building), wing walls, two (2) pavilions, and utility vault/pit. Complete demolition of structures includes the removal of the structure itself, masonry building materials, concrete foundations, footers, basements, sidewalks, ramps, decking, and any other supporting structures. All demolition debris and wastes generated from the demolition of Site buildings and supporting structures will be managed, transported, and disposed of by the Contractor. The Contractor shall not use construction and demolition debris, or masonry debris as backfilling material. All concrete, masonry debris, and demolition debris shall be removed from the site and disposed of or recycled.

Demolition of Allen County Home Building:

Prior to demolition, the Contractor will ensure all ACM has been completely removed unless otherwise specified, communicated, or approved. The Contractor will remove any remaining interior items, HVAC Units, boilers and pressure vessels, and dispose, repurpose, and/or recycle). The Building is three stories, approximately 62,000 square feet, and built on a foundation. The Contractor will demolish the Building, including the foundation, transport and recycle ferrous material/dispose of waste as construction and demolition debris. The concrete foundations, footers, basements, sidewalks, ramps, and any other concrete supporting structures will be excavated and transported offsite as construction and demolition debris.

Demolition of Pavilions:

The Contractor will demolish pavilions, sidewalks and decking, and concrete slabs, dispose of construction and demolition debris and dispose/recycle concrete.

Utility Vault Pit:

The Contractor will provide verification that all utilities have been disconnected and appropriately decommissioned (e.g., purging of natural gas lines). The Contractor will excavate and remove the existing utility vault/pit. The Contractor will remove all concrete and transport offsite for disposal as construction and demolition debris or to recycle (off-site).

4.4 PHASE IV Asphalt Parking Lot Removal, Storm Sewer System Removal, Complete

Pay Item 04-01: Asphalt Removal

The Contractor shall remove, load, transport and dispose/recycle (off-site) of approximately 70,000 square feet of asphalt pavement from the (2) parking lots located on the north and south sides of the Site, and driveways located on the south and west side of the Site.

Pay Item 04-02: Storm Sewer System Removal

The Contractor is responsible for the removal of the Site's storm sewer system. The Contractor will remove storm sewer grates and storm sewer catch basins. The abandoned storm sewer lines

will be capped to prevent soil infiltration and additional drainage from the site. Removed storm sewer grates, catch basins and culverts shall be disposed, or repurposed by the contractor. Voids and depressions left in the ground from the removal of the storm sewer system will be backfill using inbound material supplied by the contractor. *Note, Site backfill requirements are addressed in Section 4.5 and are associated with Pay Item 05-01.*

4.5 PHASE V – BACKFILLING

Pay item 05-01: Backfilling and Ground Stabilization

Backfilling:

The Contractor is responsible for backfilling all areas of the Site where basements, footers, foundations, utility pits/vaults, storm drain systems, and structures have been removed, leaving voids or depressions in the ground. The Contractor will be responsible for providing clean, uncontaminated soils to be used for backfilling. For the purposes of preparing a proposal, the Contractor will be responsible for determining the amount of clean uncontaminated soils to be imported to the site. The Contractor will place clean uncontaminated soils to bring depressions and voids up to the surrounding grade. No wire, rebar, conduit, or any other debris shall be left protruding from the grounds surface and no debris from demolition activities should be left onsite or be visible.

Ground Stabilization:

The Contractor will be responsible for final ground stabilization. Seeding operations shall not be performed when the ground is frozen, or when soil or weather conditions would prevent proper soil preparation and subsequent operations. The Contractor can apply fertilizer, mulch, seed, and other amendments using hydroseed methods. When hydroseeding is performed, nozzles or sprays shall not be directed toward the ground in a manner that will cause erosion or runoff. The Contractor shall notify the Owner at least 48 hours prior to beginning seeding operations. The Contractor should refer to the Ohio Department Transportation Construction and Material Specifications 2019 Edition, *Item 659 Seeding and Mulching*, for mulching and seeding requirements and follow any requirements pertaining to the closure of National Pollution Discharge Elimination Systems (NPDES) Construction Permit.

Ground Preparation:

The Contractor is not responsible for grading of the entire property but is responsible for maintaining a uniform grade to existing site topography for areas disturbed by demolition activities; irregularities, which form low places that will hold water, shall be eliminated. Fertilizer, seed, and mulch shall be evenly distributed on the surface to be seeded. When applied in liquid form or mixed with water, fertilizer shall provide the same value of nutrients per acre as specified for dry fertilizer. Fertilizer applied in liquid form shall be agitated during application. After fertilizing, areas to be seeded shall be loosened to a depth of approximately 3 inches by disking, harrowing, or other approved methods to thoroughly incorporate the amendments. Clods, loose stones, and other foreign material larger than 4 inches in any dimension shall be removed and disposed of. Gullies, washes, and disturbed areas that develop subsequent to final dressing shall be repaired before they are seeded.

Seeding:

The surface of areas to be seeded shall be cleared of obstacles that might hinder the seed establishment. The Contractor shall refer to the Ohio Department Transportation Construction and Material Specifications 2019 Edition, *Item 659 Seeding and Mulching*, for seeding specifications and requirements.

Mulching:

Immediately after seeding, mulch (hay or straw) shall be evenly applied at a minimum rate of two (2) to three (3) tons per acre (depending on the time of year) to a uniform thickness as specified in the Ohio Department of Transportation Construction and Material Specifications 2019 Edition, *Item 659.13 Mulching Operations and 659.14 Straw Mulch*. The mulch shall be spread uniformly in a continuous blanket of sufficient thickness to completely hide the soil from view. The rate of application shall be as specified and shall be considered a minimum rate. The mulch may be spread by hand or by machinery. Mulch shall be applied no later than twenty-four (24) hours after completion of the seeding operation. The Contractor shall care for the mulched areas until final acceptance of the Work. Such care shall consist of providing protection against foot traffic by approved warning signs or barricades, and repair of areas damaged by erosion, wind, or other causes. Such areas shall be repaired to re-establish the condition of the area prior to mulching and shall then be reseeded and remulched as specified in this section. The Contractor should refer to the Ohio Department Transportation Construction and Material Specifications 2019 Edition, *Item 659 Seeding and Mulching*, for mulching specifications and requirements.

Evaluation of Revegetation Success:

The Contractor shall maintain and protect seeded areas until a uniform stand of grass at least two (2) inches in height is produced over all seeded areas. After the grass has established, all areas which fail to show a uniform stand from any cause, including a prolonged period of dry weather, shall be reseeded, except that fertilizer shall not be applied, and the seeding process shall be repeated as often as necessary until the specified areas are completely covered with grass. Any reseeded shall be performed at no additional cost to the Owner. Visual evaluations of the success of vegetation will be made by the Owner or Owners Representative six (6) weeks after seeding and germination.

5.0 GENERAL REQUIREMENTS

5.1 SITE BOUNDARY AND WORK AREA

The Site boundary is shown on Figure 2. All work activities at the Site will be performed within the Site boundary unless approved in advance by the Owner or the Owner's Representative.

5.2 SITE FACILITIES

The Contractor is responsible for providing the following:

- Equipment;
- Equipment storage sheds/trailers;
- Portable toilet; and
- Fire protection.

The Contractor is responsible for the off-site removal of its temporary structures and disposal of any trash/rubbish it generates.

5.3 WORK RESTRICTIONS

Due the residential property's surrounding the Site, work will not begin prior to 7:00AM and will not extend past 5:00PM.

5.4 SITE SECURITY

The Owner provides no security or surveillance of the Site. The Contractor is responsible for the security of its equipment and materials stored at the Site. The Contractor may elect to install concrete barriers or fencing as a means of protection.

5.5 SITE MAINTENANCE AND HOUSEKEEPING

The Contractor will be responsible for keeping the Site clean and orderly. Upon completion of the Work, the Contractor will repair any damage caused to the Site or surrounding area by returning it, at a minimum, to its original condition, and will leave the Site free of any rubbish or waste materials.

5.6 DECONTAMINATION OF PERSONNEL, EQUIPMENT, AND VEHICLES

The Contractor is responsible for the decontamination of any equipment, vehicles, or personnel leaving the Site. The Contractor will provide all materials and equipment necessary to complete decontamination activities. All contaminated materials, including decontamination fluids (if any), will be collected, containerized, and disposed of properly by the Contractor.

5.7 ENVIRONMENTAL PROTECTION

For the purpose of these specifications, environmental protection is defined as the retention of the environment in its existing state to the extent possible. Environmental protection is the responsibility of the Contractor and includes protection of air (including dust control), water, and land.

5.7.1 Dust Control

The Contractor will control dust or other airborne emissions from work areas or roads wherever a dust nuisance or hazard occurs. Controls may include sprinkling or spraying with clean water in sufficient quantities to control dust emissions but not so excessive to cause runoff from work areas or roads. Use of commercial dust suppressants (other than water) must be approved by the Owner prior to their use.

5.7.2 Stormwater Runoff

In addition to installing erosion and sedimentation controls and implementation of a Stormwater Pollution Prevention Plan, the Contractor will prevent the transport or tracking of sediment or debris via surface water runoff from Site to the surrounding areas.

5.7.3 Spills or Releases

The Contractor will take the measures necessary to prevent the spillage or release of any hazardous materials or petroleum products to the ground surface. Should such a spill or release occur, the Contractor will immediately notify the Owner's Representative and remediate the affected area.

5.7.4 Burning

No on-site burning will be permitted.

5.8 REGULATORY COMPLIANCE

The Contractor is responsible for performing all Work in accordance with applicable federal, state, and local laws and regulations. The Contractor is responsible for any penalties or corrective actions imposed by regulatory authorities or governmental agencies for non-compliance with laws and regulations.

5.9 TRAINING, LICENSES, PERMITS, AND NOTIFICATION REQUIREMENTS

The Contractor will obtain all permits and registrations required for the Work by federal, state, and local jurisdictions and agencies. The Contractor will provide copies of applications, registrations, and permits to the Owner's Representative prior to beginning the Work.

The Contractor shall possess all licenses required for the Work by federal, state, and local jurisdictions and agencies. The Contractor's personnel shall possess any individual licenses

required for the Work in which the person is engaged. The Contractor shall maintain copies of all such licenses at the Site for the duration of the Work.

The Contractor shall ensure that its personnel working at the Site have all required training and medical certifications required for their positions and for performance of the work in which they are engaged. This includes any training required for persons defined as “competent persons” under applicable OSHA and other regulations. The Contractor shall maintain documentation of all such training and medical certifications at the Site for the duration of the Work.

5.10 RECORDKEEPING AND REPORTING REQUIREMENTS

On a weekly basis during the Work, the Contractor shall submit to the Owner’s Representative: manpower timesheets, equipment use, work log listing quantities of material removed, and work accomplished.

5.11 WASTE DISPOSAL

The Contractor shall be responsible for the loading, transportation, and disposal of all waste materials generated during the execution of the work in accordance with all disposal facility requirements. The Contractor is responsible for any penalties or corrective actions imposed by the disposal facilities for non-compliance with those requirements.

5.12 SUBMITTALS

5.12.1 Work Plan

The Contractor will submit a Work Plan to the Owner’s Representative for review and approval prior to the initiation of Work. The Work Plan will, at a minimum, provide:

- A list of subcontractors used to complete the Work;
- A list of required licenses, permits, and notifications required to complete the Work;
- Copies of licenses and training certifications necessary to complete the Work;
- Project approach and schedule, including: 1) Sequencing or phasing of work; 2) Coordination of subcontractors; and 3) Detailed schedule for completion (bar chart or equivalent) for individual phases/tasks;
- General procedures for removing ACM from existing structures;
- Procedures from demolishing remaining structures, including location of staging areas for demolition waste, and recyclable materials;
- Location and operation of concrete crushing equipment to meet the requirements for crushed concrete backfill described in Section 4.4;
- Procedures for waste handling, loading, transportation, and disposal, including the names of the permitted disposal facilities that will be used; and
- Recordkeeping, documentation, and reporting procedures in accordance with Section 5.10.

5.12.2 Health and Safety Plan

The Contractor is responsible for the health and safety of its employees and its subcontractors during all phases of the Work. The Contractor also shall comply with all applicable regulatory requirements pertaining to health and safety.

Prior to the initiation of the Work, the Contractor must submit to the Owner's Representative a Health and Safety Plan prepared in accordance with OSHA and other applicable regulatory requirements that will be implemented during the project.

5.12.3 Weekly Progress Reports

On a weekly basis, the Contractor must maintain records and provide a work progress report and an updated project schedule as described in Section 5.10.

5.12.4 Waste Disposal Documentation

Submit weigh slips to the Owner's Representative from the disposal facility(s) used for the ultimate disposal of waste materials to document proper disposal. Slips must identify the project the waste was generated from, the name and address of the disposal facility, and the type of waste disposed.

5.12.5 Payroll Records

On a weekly basis, submit to the Owner payroll records necessary to satisfy requirements of the Ohio Prevailing Wage Law (Ohio Rev. §4115 Wages and Hours On Public Works).

5.13 PRICING AND PAYMENT

5.13.1 Pricing

The Contractor will provide lump sum costs for each bid item (task) listed on the Bid Sheet as well as a total lump sum cost to complete all Work described in these specifications.

This project is funded through the ODDBRP. A copy of the Grant Agreement between the PAAC and the Ohio DOD is provided in Attachment D. Prevailing wage rates apply to this project. The Contractor shall comply with Ohio Revised Code Sections 4115.03 through 4115.06. The awarded contractor shall provide payroll records to the Owner on a weekly basis to verify compliance with these rates.

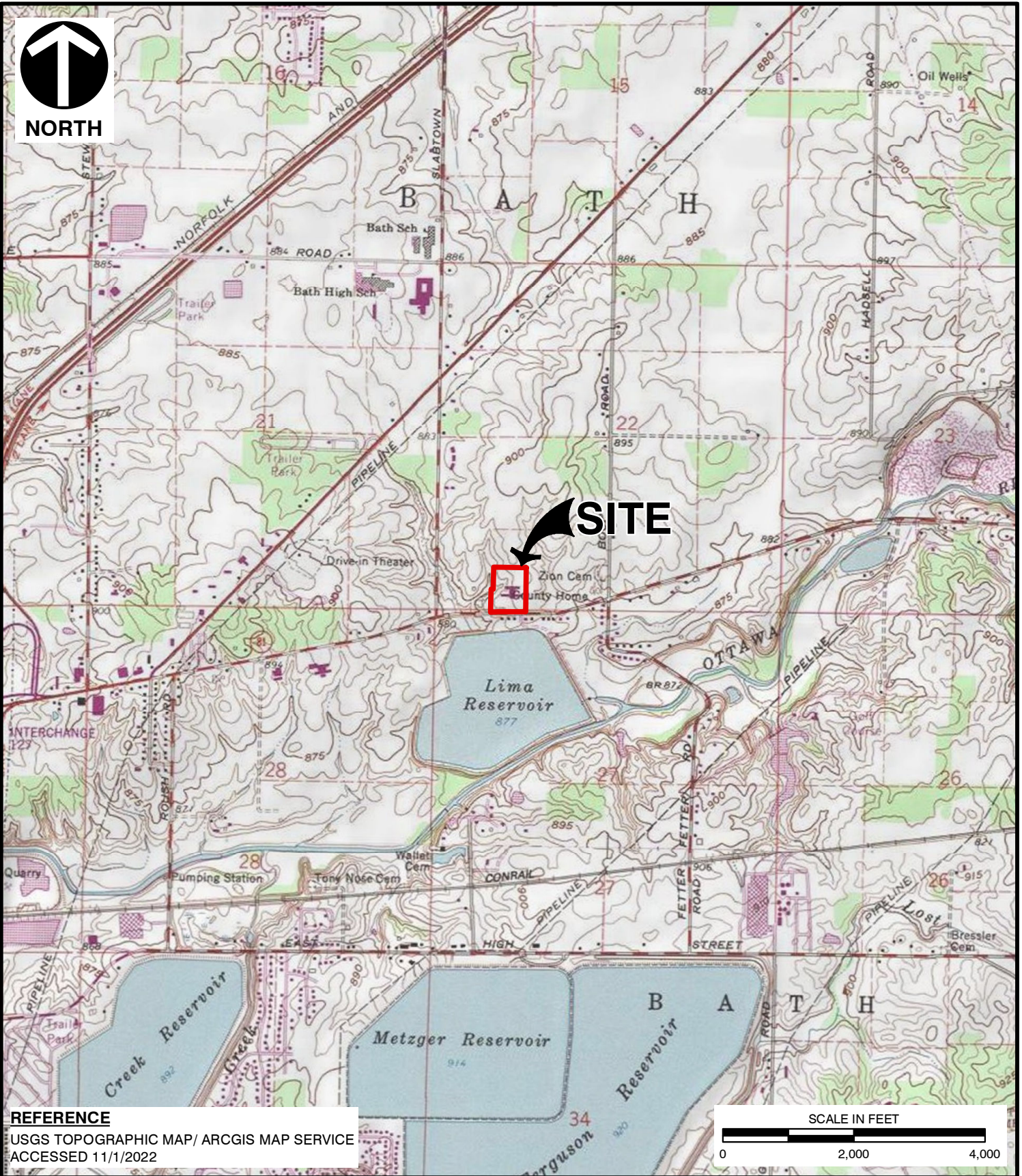
5.13.2 Basis of Payment

The Contractor may submit an invoice to the Owner for each task (Bid Item on Bid Sheet) after the task has been completed and all required documentation (e.g., waste disposal receipts, payroll records, etc.) has been provided. Task completion will be determined and agreed upon by the Contractor and the Owner's Representative. The Contractor may submit its final invoice after Project Closeout as described in Section 5.14.

5.14 PROJECT CLOSEOUT

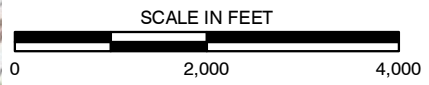
The project will be considered complete after all Work has been completed, all materials and equipment have been removed from the Site (including erosion and sedimentation controls), and the disturbed ground has been stabilized. The contractor, Owner, and Owner's Representative will perform a final site inspection to determine whether the above conditions are met. If deficiencies are noted, the Contractor will correct the deficiencies before final payment is made.

FIGURES



REFERENCE

USGS TOPOGRAPHIC MAP/ ARCGIS MAP SERVICE
ACCESSED 11/1/2022



Civil & Environmental Consultants, Inc.

4841 Monroe Street, Suite 103 - Toledo, OH 43623

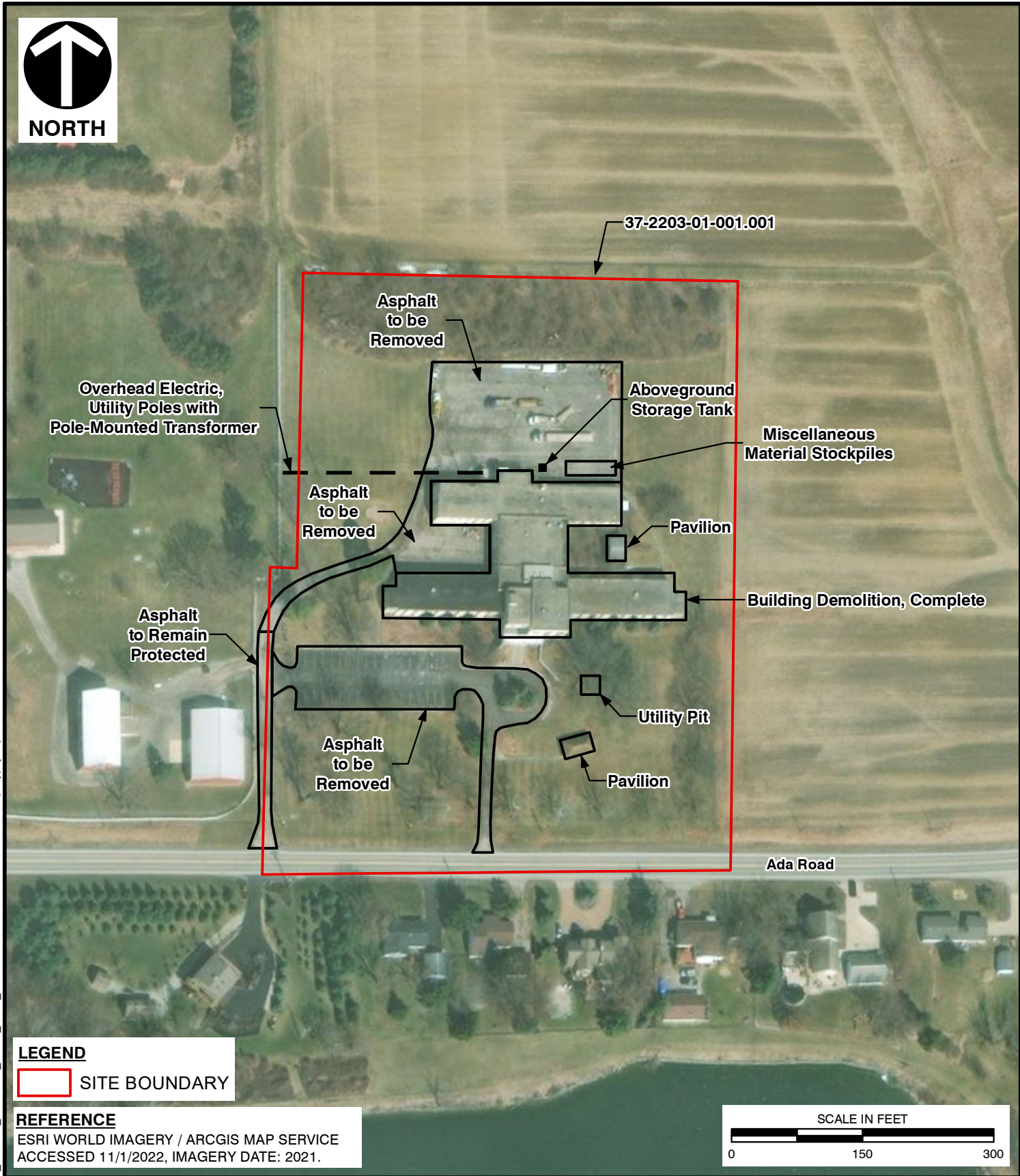
419-724-5281 · 855-274-2324

www.cecinc.com

ALLEN COUNTY HOME PROPERTY
3125 ADA ROAD
LIMA, OHIO

SITE LOCATION MAP

DRAWN BY:	CLC	CHECKED BY:	MTC	APPROVED BY:	<i>Hand signature on file</i>	DRAFT	FIGURE NO:	1
DATE:	11/1/2022	SCALE:	1" = 2,000'	PROJECT NO:	324-682			



LEGEND

SITE BOUNDARY

REFERENCE

ESRI WORLD IMAGERY / ARCGIS MAP SERVICE
 ACCESSED 11/1/2022, IMAGERY DATE: 2021.



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 419-724-5281 • 855-274-2324
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ALLEN COUNTY HOME PROPERTY
 3125 ADA ROAD
 LIMA, OHIO

SITE LAYOUT

DRAWN BY: CLC	CHECKED BY: MTC	APPROVED BY: <i>* Hand signature on file</i>	DRAFT	FIGURE NO: 2
DATE: 11/1/2022	SCALE: 1" = 150'	PROJECT NO: 324-682		

P:\320-000\324-682\GIS\Maps\EN01_PHASE_1\324682_EN01_FIG2_LAYOUT.mxd 11/1/2022 7:28 AM (ccyprych)

APPENDIX A

ASBESTOS SUMMARY DOCUMENTATION

August 4, 2017

DMD Project No. 17-A005.09

Mr. Dana Sterling
Allen county Commissioners
302 North Main Street
Lima, Ohio 45801
(419) 223-8521

**RE: ASBESTOS NESHAP SURVEY
UNIVERSITY STUDENT HOUSING
3125 ADA
LIMA, OHIO**

Dear Mr. Sterling:

On July 28, 2017, Gene Ryan of DMD Environmental, Inc. (DMD) completed a survey for asbestos containing materials (ACM) at the above referenced site. The purpose of the survey was to comply with the United States (US) Environmental Protection Agency (EPA) National Emissions Standards for Hazardous Air Pollutants (NESHAP) demolition requirements (40 CFR Part 61.141). The survey was conducted to identify asbestos containing materials (ACM) within the building, assess the condition of positive ACM identified, and provide abatement recommendations. Project tasks included surveying accessible areas of the facility to locate suspect ACM; quantifying ACM where possible; collection of representative samples, and subsequent laboratory analysis for asbestos content; conducting a hazard assessment for each positive ACM identified; and preparing recommendations. Mr. Ryan is an Ohio Department of Health (ODH) Certified Asbestos Hazard Evaluation Specialist (CAHES). His certification is attached.

Sample locations were determined following the US EPA random sampling scheme and were representative of the homogeneous area. This scheme divides the sampling area into subareas, which are sampled in order based on random number diagrams. Samples were collected from the center of the subarea whenever feasible. Irregularly shaped areas have been adapted to approximate a rectangle prior to division into subareas. Deviations from this methodology occur when sampling thermal system insulation and miscellaneous materials. In these cases, samples were collected from randomly selected locations which are representative of the homogeneous area per 40 CFR 763.86 (a through d).

Several bulk samples of suspect ACM were collected from each HSA. Measurements were taken using a Measure Master measuring wheel and friability determinations and recommendations were then given for each HSA identified in that particular area.

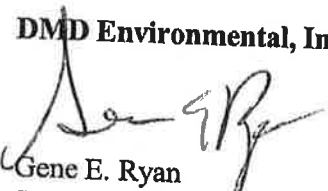
With proper respiratory protection (North half-face respirator equipped with high efficiency particulate aerosol filter cartridges); the technician used a coring device to procure suspect ACM samples. If a coring device was not applicable, another method was used to collect a representative sample, for example a utility knife or screw driver. Before the sample was cored or collected, the technician wet the sampling areas with surfactant (soapy water) to prevent any potential fiber release. A complete core or cross section was then collected to ensure that each potential asbestos containing layer would be visible during the sample examination at the laboratory. Sample collection areas were then patched. After the samples were procured, the technician submitted the samples to DMD's laboratory for analysis.

The samples were analyzed by DMD using Polarized Light Microscopy (PLM) in accordance with EPA Method 600/R-93/116. DMD is a participant in the American Industrial Hygiene Association (AIHA) Bulk Asbestos Proficiency Analytical Testing (PAT) Program. The nine inch by nine inch (9" x 9") tan floor tile and mastic throughout the third floor, on the second floor in the offices and rooms 201, 202, 207, 217 and 218; and in room 104 on the first floor tested positive for asbestos. This material is non-friable category I (NF-I). This material may remain in place during standard knock down/haul away demolition, if grinding of concrete is to occur, the material must be removed; the material must be removed prior to renovation activities which impact the material, otherwise maintain in good condition. The joints on fiberglass throughout and above the ceilings and the breeching thermal system insulation (TSI) on the first floor in the boiler room also tested positive for asbestos. These materials are friable (F). These materials must be removed prior to demolition, these materials must be removed prior to renovation activities which impact the material, otherwise maintain in good condition. The spray-on ceiling on the second floor in the southwest wing, the southeast wing, the center hall, the northwest wing, the northeast wing, and the foyer; and the TSI on the first floor in the maintenance room also tested positive for asbestos. These materials are friable (F). These materials must be removed prior to demolition, these materials must be removed prior to renovation activities which impact the material, these damaged materials must be removed or repaired prior to human occupancy, otherwise maintain in good condition. All other samples tested negative for asbestos. See attached report for location, quantity, and condition of all materials. Also see attached photo log and drawing with sample locations.

DMD appreciates this opportunity to provide you with environmental consulting services. If you have any questions or comments, please contact our office.

Respectfully submitted,

DMD Environmental, Inc.



Gene E. Ryan
Senior Project Manager

Attachments
GR/II
ACC USH Surv Pos rpt

ANALYTICAL REPORT - POLARIZED LIGHT MICROSCOPY (PLM)

CLIENT: Mr. Dana Sterling
 Allen County Commissioners
 302 North Main Street
 Lima, Ohio 45801
 (419) 223-8521

Date Sampled: 7/28/17
 Date Received: 7/28/17
 Date Analyzed: 7/31/17

DMD Project No: 17-A005.09
 DMD Report No: 37836
 Sampled By: Gene Ryan

PROJECT: University Student Housing
 3125 Ada, Lima, Ohio

LAB NO.	SAMPLE #/LAYER	HSA	SAMPLE LOCATION/IDENTIFICATION	F/NF	MICROSCOPIC DESCRIPTION	NON-ASBESTOS COMPONENTS	ASBESTOS CONTENT
B-07075	25-1/A	1	First floor, southeast wing, hall, near room 103, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				1% hair, carbonates, quartz	No asbestos detected	
B-07076	25-2/A	1	First floor, southwest wing, room 117/02, north wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				2% hair, carbonates, quartz	No asbestos detected	
B-07077	25-3/A	1	Second floor, southeast wing, room 236, south wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				1% hair, carbonates, quartz	No asbestos detected	
B-07078	25-4/A	1	Second floor, office, center wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				1% hair, carbonates, quartz	No asbestos detected	
B-07079	25-5/A	1	Second floor, southwest wing, room 242, east wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				2% hair, carbonates, quartz	No asbestos detected	
B-07080	25-6/A	1	Second floor, northeast wing, room 222, west wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				1% hair, carbonates, quartz	No asbestos detected	
B-07081	25-7/A	1	Second floor, northwest wing, hall, near room 208, south wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				2% hair, carbonates, quartz	No asbestos detected	
B-07082	25-8/A	1	Third floor, southwest office, north wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				1% hair, carbonates, quartz	No asbestos detected	
B-07083	25-9/A	1	Third floor, activities room, west wall, hard plaster	NF-II	White skim coat	<1% cellulose, carbonates, quartz	No asbestos detected
	Gray scratch coat				1% hair, carbonates, quartz	No asbestos detected	
B-07084	25-10	2	First floor, beauty shop, at door, gray cobblestone sheet vinyl	NF-I	Gray flooring	6% cellulose, carbonates, quartz, vinyl	No asbestos detected
	25-11				Gray flooring	5% cellulose, carbonates, quartz, vinyl	No asbestos detected

ANALYTICAL REPORT - POLARIZED LIGHT MICROSCOPY (PLM)

CLIENT: Allen County Commissioners

Receiving Report No.: 37836

Page 2 of 3

LAB NO.	SAMPLE #/LAYER	HSA	SAMPLE LOCATION/IDENTIFICATION	F/NF	MICROSCOPIC DESCRIPTION	NON-ASBESTOS COMPONENTS	ASBESTOS CONTENT
B-07086	25-12	3	First floor, the hub, at door, gray speckled sheet vinyl	NF-1	Gray flooring	10% cellulose, carbonates, quartz, vinyl	No asbestos detected
B-07087	25-13	3	First floor, associate breakroom, at door, gray speckled sheet vinyl	NF-1	Gray flooring	12% cellulose, carbonates, quartz, vinyl	No asbestos detected
B-07088	25-14	4	Second floor, study lounge, center, 2' x 2' drop ceiling	F	Off-white fibrous material	12% glass wool, 8% cellulose, carbonates, quartz	No asbestos detected
B-07089	25-15	4	Third floor, activities room, center, 2' x 2' drop ceiling	F	Off-white fibrous material	15% glass wool, 6% cellulose, carbonates, quartz	No asbestos detected
B-07090	25-16/A	5	Second floor, northwest wing, room 200, at door, 1' x 1' multi-colored floor tile and mastic	NF-1	Blue flooring	1% cellulose, carbonates, quartz, vinyl	No asbestos detected
	25-16/B				Black mastic	2% cellulose, carbonates, mastic	No asbestos detected
B-07091	25-17/A	5	First floor, the hub, east end, at door, 1' x 1' multi-colored floor tile and mastic	NF-1	Red flooring	1% cellulose, carbonates, quartz, vinyl	No asbestos detected
	25-17/B				Black mastic	1% cellulose, carbonates, mastic	No asbestos detected
B-07092	25-18/A	6	Second floor, cafe, at door, 1' x 1' tan floor tile and mastic	NF-1	Off-white flooring	1% cellulose, carbonates, quartz, vinyl	No asbestos detected
	25-18/B				Black mastic	2% cellulose, carbonates, mastic	No asbestos detected
B-07093	25-19/A	6	Second floor, south central wing, near movie room, 1' x 1' tan floor tile and mastic	NF-1	Off-white flooring	1% cellulose, carbonates, quartz, vinyl	No asbestos detected
	25-19/B				Black mastic	1% cellulose, carbonates, mastic	No asbestos detected
B-07094	25-20/A	7	Third floor, southwest office, at closet, 9" x 9" tan floor tile and mastic	NF-1	Light brown flooring	Carbonates, quartz, vinyl	4% Chrysotile Asbestos
	25-20/B				Black mastic	<1% cellulose, carbonates, mastic	5% Chrysotile Asbestos
B-07095	25-21	7	Second floor, northwest wing, room 207, at door, 9" x 9" tan floor tile and mastic			Not analyzed	
B-07096	25-22	8	Third floor, activities room, at door, cream blocked sheet vinyl	NF-1	Cream flooring	3% cellulose, carbonates, vinyl	No asbestos detected
B-07097	25-23	8	Third floor, activities room, at door, cream blocked sheet vinyl	NF-1	Cream flooring	5% cellulose, carbonates, vinyl	No asbestos detected
B-07098	25-24	9	Second floor, west lounge, at door, tan sheet vinyl	NF-1	Tan flooring	3% cellulose, carbonates, vinyl	No asbestos detected
B-07099	25-25	9	Second floor, southeast hall, room 226, at door, tan sheet vinyl	NF-1	Tan flooring	3% cellulose, carbonates, vinyl	No asbestos detected
B-07100	25-26	10	Second floor, southwest hall, room, 247, at door, beige streaked sheet vinyl	NF-1	Light tan flooring	2% cellulose, carbonates, vinyl	No asbestos detected
	25-27/A				Light tan flooring	2% cellulose, carbonates, vinyl	No asbestos detected
B-07101	25-27/B	10	Second floor, east lounge, at door, beige streaked sheet vinyl	NF-1	Yellow mastic	3% cellulose, carbonates, mastic	No asbestos detected
	25-28				Off-white fibrous top coat	1% cellulose, carbonates, quartz	12% Chrysotile Asbestos

ANALYTICAL REPORT - POLARIZED LIGHT MICROSCOPY (PLM)

CLIENT: Allen County Commissioners

Receiving Report No.: 37836

Page 3 of 3

LAB NO.	SAMPLE #/LAYER	HSA	SAMPLE LOCATION/IDENTIFICATION	E/NF	MICROSCOPIC DESCRIPTION	NON-ASBESTOS COMPONENTS	ASBESTOS CONTENT
B-07103	25-29	11	Second floor, northeast wing, at room 213, spray-on ceiling			Not analyzed	
B-07104	25-30	11	Second floor, hall, at WIFI room, spray-on ceiling			Not analyzed	
B-07105	25-31	12	Window, third floor, foyer, northeast window, window glazing	NF-II	White granular material	Carbonates, quartz	No asbestos detected
B-07106	25-32	12	Window, third floor, foyer, northwest window, window glazing	NF-II	White granular material	Carbonates, quartz	No asbestos detected
B-07107	25-33	13	First floor, crawl space, south wall, joints on fiberglass	F	White fibrous material	<1% cellulose, carbonates, quartz	20% Chrysotile Asbestos
B-07108	25-34	13	First floor, boiler room, at #1 boiler, joints on fiberglass			Not analyzed	
B-07109	25-35	13	First floor, maintenance room, near west wall, joints on fiberglass			Not analyzed	
B-07110	25-36	14	First floor, boiler room, at boiler #1, breaching thermal system insulation	F	White fibrous material	<1% cellulose, carbonates, quartz	60% Chrysotile Asbestos
B-07111	25-37	14	First floor, boiler room, at boiler #2, breaching thermal system insulation			Not analyzed	
B-07112	25-38	14	First floor, boiler room, near chimney, breaching thermal system insulation			Not analyzed	
B-07113	25-39	15	First floor, maintenance room, at garage, east wall, thermal system insulation	F	White fibrous material	Carbonates, quartz	25% Chrysotile Asbestos
B-07114	25-40	15	First floor, maintenance room, at garage, east wall, thermal system insulation			Not analyzed	
B-07115	25-41	15	First floor, maintenance room, at garage, east wall, thermal system insulation			Not analyzed	

* = Point Counted

F: Friable NF: Non-friable NF-I: Non-friable Category I NF-II: Non-friable Category II

ANALYTICAL METHOD: EPA Method 600/R-93/116 ANALYST: Gene Ryan ANALYST CERTIFICATION: McCrone Institute, "Microscopical Identification of Asbestos and Related Minerals"

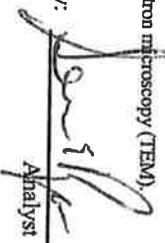
LABORATORY QUALITY ASSURANCE: DMD is a participant in the American Industrial Hygiene Association "Bulk Asbestos Quality Assurance Program".

STATEMENT OF ANALYTICAL ERROR IN PLM: Estimates of percentages below the detection limit or greater than 10% asbestos content are based upon visual area estimation by the analyst for the area examined. Percentages above the detection limit and up to 10% are confirmed by point counting. Results may be stated in ranges which reflect the inherent variability of area estimation and the point count technique.

NON-FRIABLE MATERIALS: We recommend non-friable materials such as floor tile and linoleum that contain less than one percent asbestos by PLM be confirmed by transmission electron microscopy (TEM).

Total asbestos estimates are based upon the relative quantities of each layer submitted, which may not reflect actual relative quantities.

Analysis Approved by:



Analyst

ASBESTOS SURVEY REPORT

Prepared by:

DVID Environmental, Inc.
3424 West Laskey Road
Toledo, Ohio 43623-4032

Client:
Date of Survey:
Inspector:

Allen County Commissioners
302 North Main Street
Lima, Ohio 45801
(419) 223-8521

July 28, 2017

Gene Ryan

Site:

University Student Housing
3125 Ada
Lima, Ohio

Page 1 of 2

HSA	P/N/A	F/NF	Material Type	Material Name	Location	Quantity	Condition	Recommendation					
1	N	NF-II	SM	Hard plaster	Throughout	181,440 SF	Good	---					
2	N	NF-I	MM	Gray cobblestone sheet vinyl	First floor, beauty shop	340 SF	Good	---					
3	N	NF-I	MM	Gray speckled sheet vinyl	First floor, the hub	400 SF	Good	---					
					First floor, associate breakroom	1,296 SF	Good						
4	N	F	MM	2' x 2' drop ceiling	Throughout	56,000 SF	Good	---					
5	N	NF-I	MM	1' x 1' multi-colored floor tile and mastic	Throughout	1,200 SF	Good	---					
6	N	NF-I	MM	1' x 1' tan floor tile and mastic	Second floor, cafe	450 SF	Good	---					
7	P	NF-I	MM	9" x 9" tan floor tile and mastic	Third floor, throughout	2,160 SF	Good	<p>May remain in place during standard knock down/haul away demolition, if grinding of concrete is to occur, material must be removed, must be removed prior to renovation activities which impact the material, otherwise maintain in good condition</p>					
					Second floor, offices	1,296 SF	Good						
					Second floor, room 207	432 SF	Good						
					Second floor, room 202	432 SF	Good						
					Second floor, room 201	432 SF	Good						
					Second floor, room 218	432 SF	Good						
					Second floor, room 217	432 SF	Good						
					First floor, room 104	432 SF	Good						
					TOTAL						6,048 SF		
					8	N	NF-I		MM	Cream blocked sheet vinyl	Third floor, activities room	792 SF	Good
9	N	NF-I	MM	Tan sheet vinyl	Throughout	50,000 SF	Good	---					
10	N	NF-I	MM	Beige streaked sheet vinyl	Throughout	16,000 SF	Good	---					

ASBESTOS SURVEY REPORT

Prepared by:

DMD Environmental, Inc.
3424 West Laskey Road
Toledo, Ohio 43623-4032

Client:
Allen County Commissioners
302 North Main Street
Lima, Ohio 45801
(419) 223-8521

Site:
University Student Housing
3125 Ada
Lima, Ohio

Date of Survey:

July 28, 2017

Inspector:
Gene Ryan

HSA	P/N/A	F/NF	Material Type	Material Name	Location	Quantity	Condition	Recommendation
11	P	F	SM	Spray-on ceiling	Second floor, southwest wing	1,180 SF	Good	Must be removed prior to demolition, must be removed prior to renovation activities which impact the material, debris must be removed prior to human occupancy, otherwise maintain in good condition
					Second floor, southeast wing	1,315 SF	Good	
					Second floor, center hall	1,025 SF	Damaged	
					Second floor, northwest wing	948 SF	Good	
					Second floor, northeast wing	1,270 SF	Good	
					Second floor, foyer	1,148 SF	Good	
TOTAL						6,886 SF		
12	N	NF-II	MM	Window glazing	Third floor, north windows	20 LF	Good	---
13	P	F	TSI	Joints on fiberglass	Throughout and above ceilings	725 J	Good	Must be removed prior to demolition, must be removed prior to renovation activities which impact the material, otherwise maintain in good condition
14	P	F	TSI	Breaching thermal system insulation	First floor, boiler room	256 SF	Good	Must be removed prior to demolition, must be removed prior to renovation activities which impact the material, otherwise maintain in good condition
15	P	F	TSI	Thermal system insulation	First floor, maintenance room	61LF	Damaged	Must be removed prior to demolition, must be removed prior to renovation activities which impact the material, damage must be repaired prior to human occupancy, otherwise maintain in good condition

P: Positive for Asbestos
N: Negative for Asbestos
A: Assumed (Presumed) to Contain Asbestos

F: Friable
NF: Non-Friable
NF-III: Non-Friable Category I or II

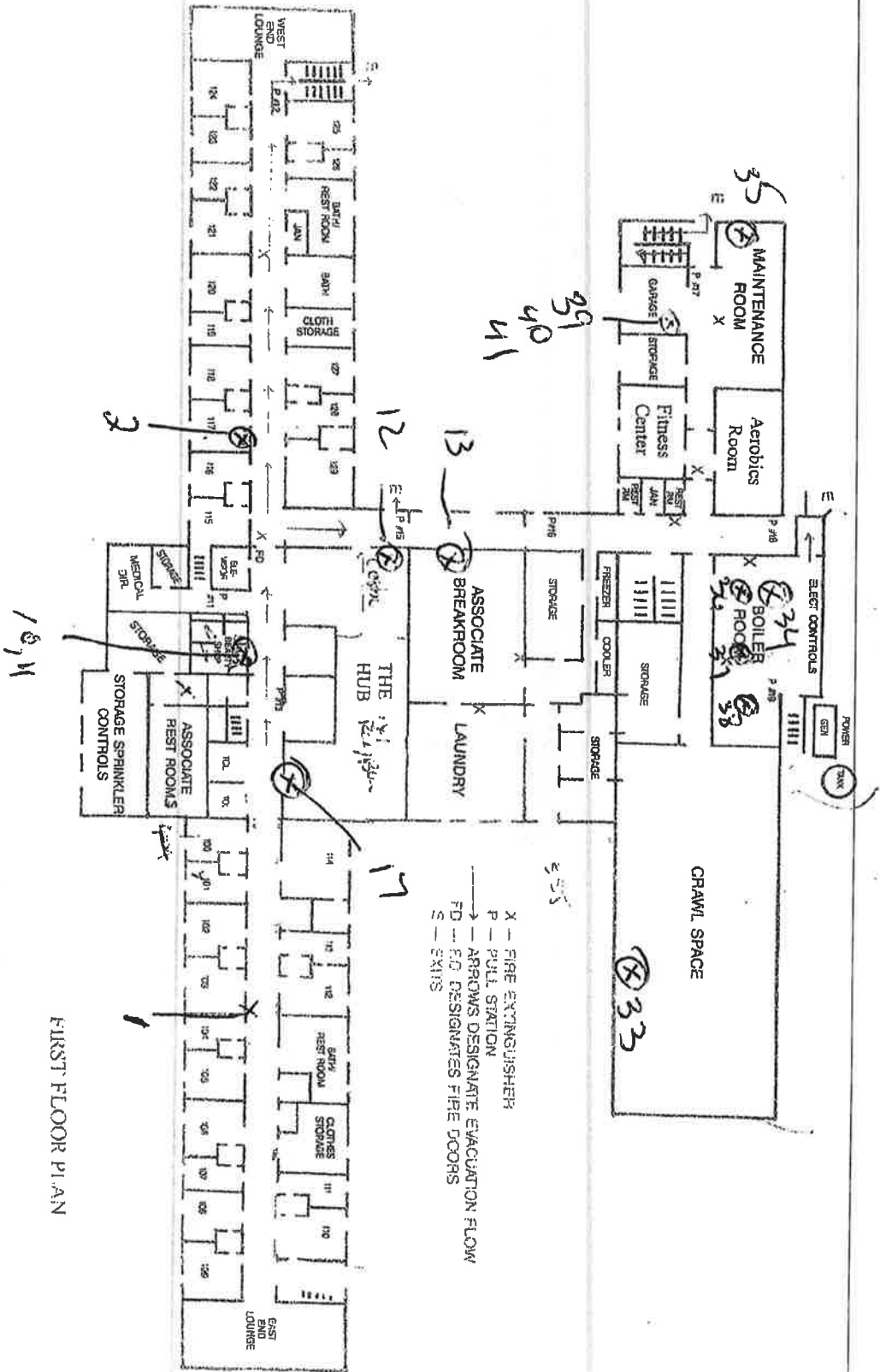
TSI: Thermal System Insulation
MM: Miscellaneous Material
SM: Surfacing Material

LF: Linear Feet
SF: Square Feet
J: Joints, Edges, Tees
NQ: Not Quantified

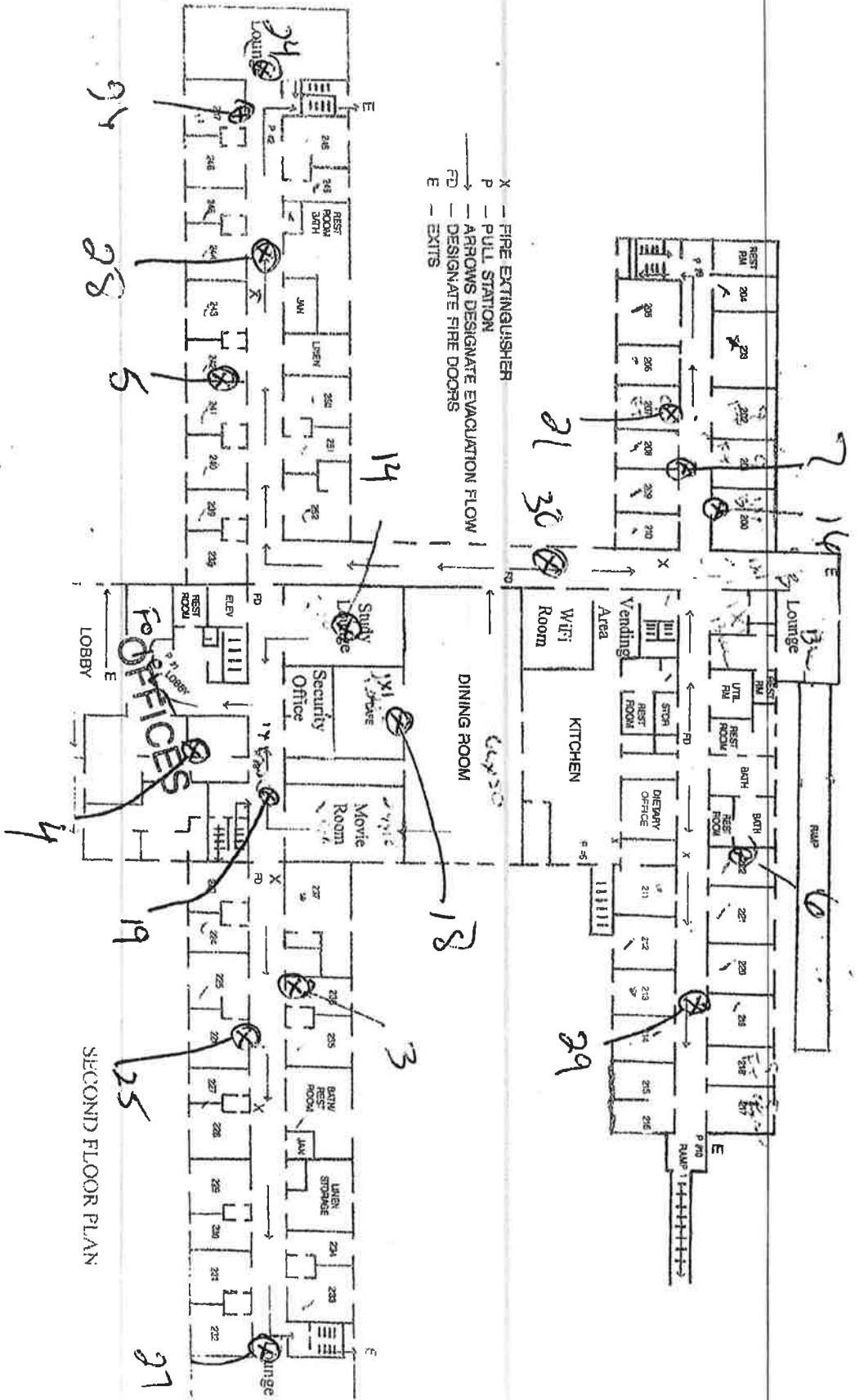
3125 Alca Road
 58,200 Sq. Ft. Living Space



FIRST FLOOR PLAN



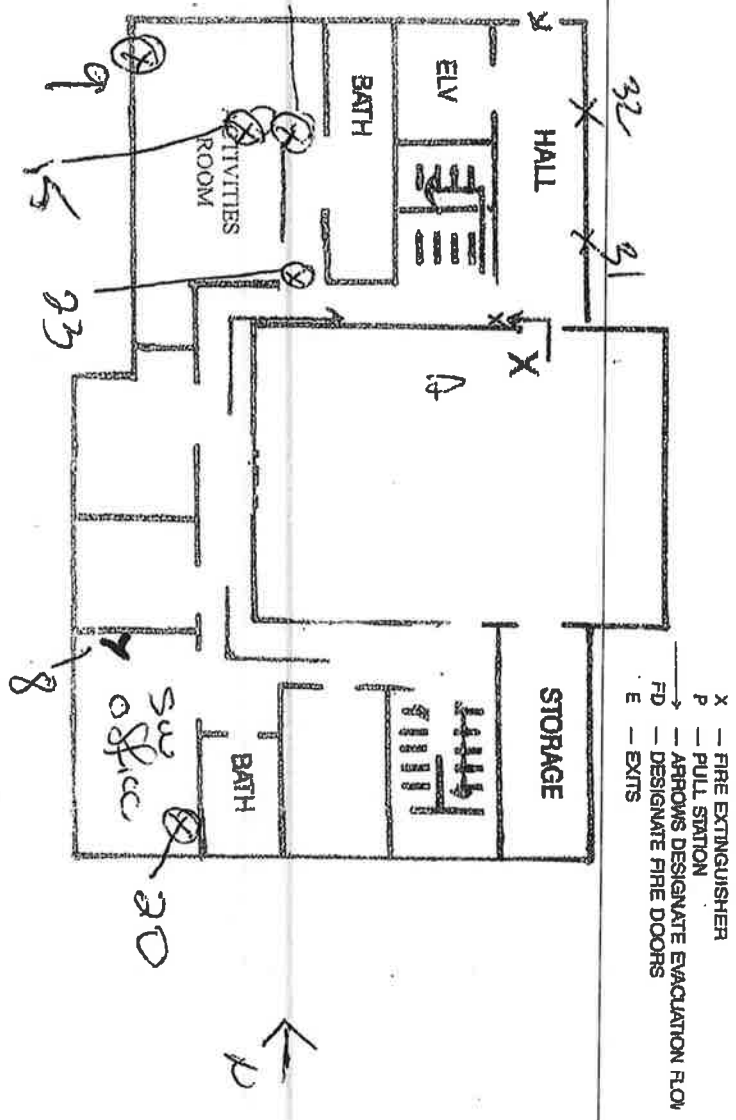
- X - FIRE EXTINGUISHER
- P - PULL STATION
- - ARROWS DESIGNATE EVACUATION FLOW
- FD - FD DESIGNATES FIRE DOORS
- S - EXITS



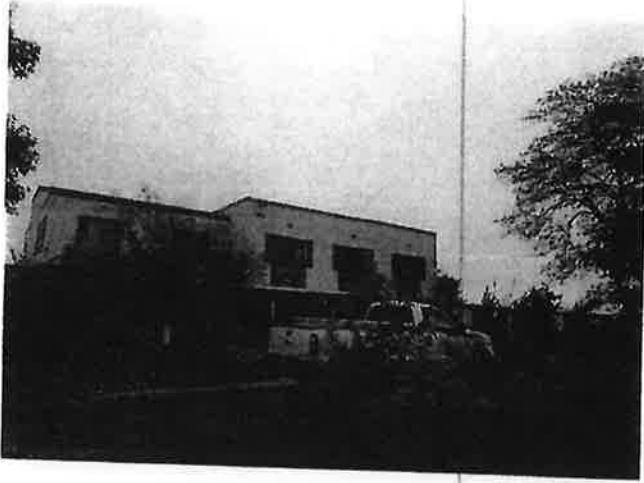
- X - FIRE EXTINGUISHER
- P - PULL STATION
- ARROWS - DESIGNATE EVACUATION FLOW
- FD - DESIGNATE FIRE DOORS
- E - EXITS

SECOND FLOOR PLAN

RT



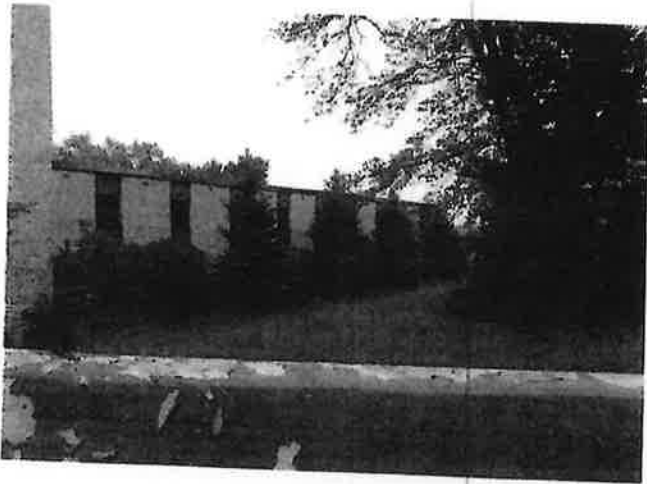
THIRD FLOOR PLAN



University Student Housing, 3125 Ada, south side
(front)



University Student Housing, 3125 Ada, west side



University Student Housing, 3125 Ada, east side



OHIO DEPARTMENT OF HEALTH

246 North High Street
Columbus, Ohio 43215

614/466-3543
www.odh.ohio.gov

John R. Kasich/Governor

Richard Hodges/Director of Health

March 21, 2017

Gene E Ryan
DMD Environmental, Inc.
3424 West Laskey Road
Toledo OH 43623

RE: Asbestos Hazard Evaluation Specialist
Certification Number: ES31416
Expiration Date: 04/08/2018

Dear Gene E Ryan:

This letter and enclosed certification card approves your request to be certified as an Asbestos Hazard 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 Health for violation of any of the requirements of 3701-34 of the Ohio Administrative Code.

If you have any questions, please call Kathy Butcher, Licensure Specialist, at 614-644-0226.

Sincerely,

Bill Robbins, Section Chief
Bureau of Licensure Operations
Office of Health Assurance and Licensing



Asbestos Hazard Evaluation Specialist



Gene E Ryan
DMD Environmental, Inc.
3424 West Laskey Road
Toledo OH 43623

Certification Number: ES31416 Expiration Date: 04/08/2018

DOB: 01/20/1958

This certification is issued pursuant to Chapter 3701 of the Revised Code and 3701-34 of the Ohio Administrative Code

Certification Card is not valid if altered

APPENDIX B

UNIVERSAL WASTE SUMMARY SHEET

Waste Type/Code	# of RW Items	Comments
Ground Floor		
ED, NiCd	12	Emergency Exit Signs
1 gal. Paint Containers	34	
5 gal. Paint Containers	17	
H/LB	161	Fluorescent Light Fixtures (typically two 4 ft. tubes and a light ballast)
Freon	3	Drinking Fountain
Hydraulic Oil	1	Elevator Hydraulic Oil Reservoir
#2 Fuel Oil	1	Boiler Feed (external AST)
Second Floor		
ED, NiCd	8	Emergency Exit Signs
H/LB	201	Fluorescent Light Fixtures (typically two 4 ft. tubes and a light ballast)
Freon	1	Drinking Fountain
Third Floor		
TH	1	Mercury Thermostat
H/LB	20	Fluorescent Light Fixtures (typically two 4 ft. tubes and a light ballast)
ED, NiCd	5	Emergency Exit Signs

Waste Type Codes

Battery=**BT**
 Cathode Ray Tubes=**CR**
 Lamps=**H**
 Mercury-containing Thermostat=**TH**
 Light Ballast=**LB**
 Mercury Device (Including mercury thermometers) =**MD**
 Motor Vehicle Mercury Switches=**MS**
 Flat Panel Display=**FPD**
 Electronic Devices (including circuit boards) =**ED**

of Residual Waste Items

i.e.: individual lamps, CRTs, thermostats, etc.

Battery Type:
 Nickel Cadmium = NiCd
 Lithium = Li,
 Mercuric Oxide = HgO,
 Nick Metal Hydride = NiMH
 Silver Oxide = AgO

CRT Type

Computer or Television

~ = approximate value

APPENDIX C
SITE PHOTOGRAPHS



Photograph 1: View of the slope at the front of the building, looking west.



Photograph 2: View of the wing wall at the main building entrance.



Civil & Environmental Consultants, Inc.
Toledo, Ohio 43623

Phone: 419-724-5281 Toll Free: 855-274-2324

Allen County Home Property
3125 Ada Road, Lima, Ohio
CEC Project: 324-682

Photographs Taken By: M. Coonfare on August 4 and September 12, 2022



Photograph 3: View of the front yard pavilion.



Photograph 4: View of the south façade of the building, looking north.



Civil & Environmental Consultants, Inc.
Toledo, Ohio 43623

Phone: 419-724-5281 Toll Free: 855-274-2324

Allen County Home Property
3125 Ada Road, Lima, Ohio
CEC Project: 324-682

Photographs Taken By: M. Coonfare on August 4 and September 12, 2022



Photograph 5: View of the pavilion located on the east side of the main building.



Photograph 6: View of the aboveground storage tank located on the north side of the building by the boiler room.



Civil & Environmental Consultants, Inc.
Toledo, Ohio 43623

Phone: 419-724-5281 Toll Free: 855-274-2324

Allen County Home Property
3125 Ada Road, Lima, Ohio
CEC Project: 324-682

Photographs Taken By: M. Coonfare on August 4 and September 12, 2022



Photograph 7: View of the pole-mounted transformers located on the north side of the building.



Photograph 8: View of the north parking area, looking east.



Civil & Environmental Consultants, Inc.
Toledo, Ohio 43623

Phone: 419-724-5281 Toll Free: 855-274-2324

Allen County Home Property
3125 Ada Road, Lima, Ohio
CEC Project: 324-682

Photographs Taken By: M. Coonfare on August 4 and September 12, 2022



Photograph 9: View of asphalt area on the west side of the building.



Photograph 10: View of the material stockpiles located north of the building.



Civil & Environmental Consultants, Inc.
Toledo, Ohio 43623

Phone: 419-724-5281 Toll Free: 855-274-2324

Allen County Home Property
3125 Ada Road, Lima, Ohio
CEC Project: 324-682

Photographs Taken By: M. Coonfare on August 4 and September 12, 2022



Photograph 11: View of a storm sewer catch basin (typical).



Photograph 12: View of a storm sewer catch basin (typical).



Civil & Environmental Consultants, Inc.
Toledo, Ohio 43623

Phone: 419-724-5281 Toll Free: 855-274-2324

Allen County Home Property
3125 Ada Road, Lima, Ohio
CEC Project: 324-682

Photographs Taken By: M. Coonfare on August 4 and September 12, 2022



Photograph 13: View of the utility vault located south of the building..



Photograph 14: View of hydraulic oil reservoir (elevator).



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Photograph 15: View of ACM on the first floor of the building.



Photograph 16: View of paint waste.



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Photograph 17: View of paint waste.



Photograph 18: View of a typical light fixture.



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Toledo, Ohio 43623

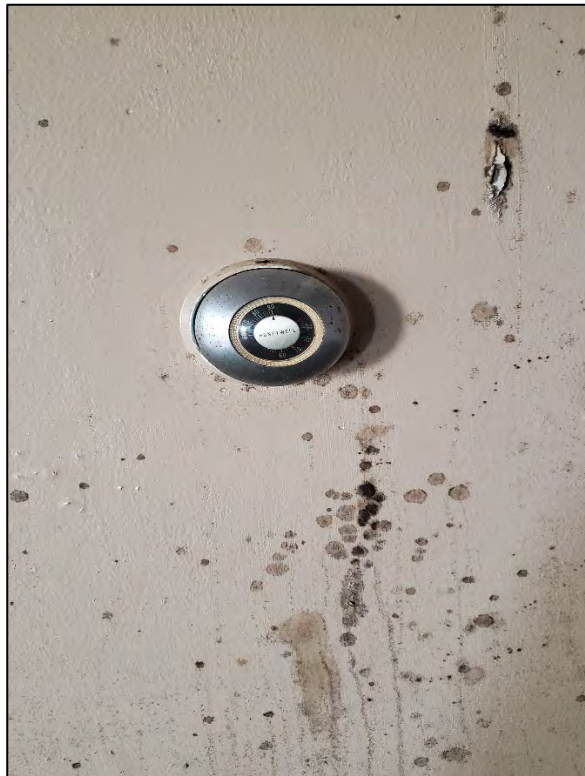
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Photograph 19: View of a typical emergency exit sign.



Photograph 20: View of a potential mercury-containing thermostat.



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Photographs Taken By: M. Coonfare on August 4 and September 12, 2022

APPENDIX D

PAAC/OHIO DOD GRANT AGREEMENT

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 **Port Authority of Allen County** (the "Grantee") for the period **January 1, 2022 to June 30, 2023** 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 **\$710,000.00** (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 IV: 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.
 - i. **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.
 - ii. **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.
 - iii. **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 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. Grantee is and shall remain throughout the term of this Agreement insured by a surety or fidelity insurance to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee must file with Grantor a Certification of Fidelity Bonding and Collateral Security of Deposits.

- 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 18 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.**
- a. **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.

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:

Port Authority of Allen County
144 South Main Street
Lima, Ohio 45801

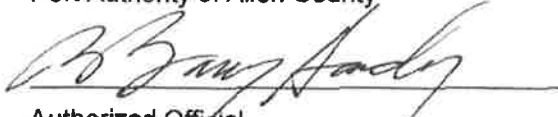
Signature

Port Authority of Allen County

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:

Port Authority of Allen County



Authorized Official

R. BARRY HARDY

Printed Name:

Secretary / Fiscal Officer

Title:

5/12/2022

Date:

Grantor:

State of Ohio, Department of Development

E-SIGNED by Matthew McClellan
on 2022-06-08 07:11:29 EST

By:

Matthew McClellan

Printed Name:

Assistant Director

Title:

2022-06-08 07:11:29 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.