FAIRFIELD TOWNSHIP RESOLUTION NO. 19-09

RESOLUTION ACCEPTING THE BID FROM VICKERS DEMOLITION INC FOR THE DEMOLITION OF SIX LAND REUTILIZATION CORPORATION PROPERTIES LOCATED IN FAIRFIELD TOWNSHIP, BUTLER COUNTY, OHIO.

WHEREAS: The following six blighted Land Reutilization Corporation Properties were publicly advertised to have all present structures demolished. (1925 Exeter St., 1884 Harvard St., 2038 Milton St., 2041 Milton St., 2021 Pater Ave., and 1925 Tuley Rd.); and

WHEREAS: The bid from Vickers Demolition to demolish the structures was the lowest responsive and most responsible bid based upon the combination of price and the bidder's experience;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Trustees of Fairfield Township, Butler County, Ohio, as follows;

- **SECTION 1:** The Board hereby resolves to remove all buildings for reasons of being unsafe, and to support the public welfare.
- SECTION 2: The Board accepts the Bid from Vickers Demolition Inc in the total amount of \$65,500 attached hereto as Exhibit "A".
- SECTION 3 This resolution is the subject of the general authority granted to the Board of Trustees through the Ohio Revised Code and not the specific authority granted to the Board of Trustees through the status as a Limited Home Rule Township.
- SECTION 4: That it is hereby found and determined that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in meetings open to the public, in compliance with all legal requirements including §121.22 of the Ohio Revised Code.

Vote of Trustees

SECTION 5: This resolution shall take effect at the earliest period allowed by law.

Adopted: January 9, 2019

Board of Trustees

| Susan Berding: Susan Berding | YES |
|-------------------------------------------------------------------------------------------------------------------|--------------------|
| Shannon Hartkemeyer: MMW faithluigh | YES |
| Joe McAbee: | YES |
| AUTHENTICATION | |
| This is to certify that this is a resolution which was duly passed, and filed with the Fiscal Officer this day of | Fairfield Township |
| ATTEST: | |
| Shelly Schultz, Fairfield Township F | iscal Officer |
| APPROVED AS TO FORM: | |

wrence E. Barbiere, Township Law Director

INVITATION TO BID

LEGAL NOTICE

Sealed bids will be received at the Office of the Fiscal Officer of the Board of Fairfield Township Trustees, Butler County, Ohio, 6032 Morris Road, Hamilton, Ohio 45011 until 1:00 P.M., December 14, 2018, for the "2018 Hardest Hits Demolition Program", Fairfield Township, Butler County, Ohio when they will be publicly read.

The project will consist of removal of the houses, any accessory structures and fencing, foundations and basements (if there), junk and debris or trash, and backfill the site, grading and seed/straw. The Trustees reserve the right to add or delete items from the project.

Contract documents, specifications, scope of services, and terms may be obtained (at no cost) at the offices of Fairfield Township, 6032 Morris Road, Hamilton, Ohio 45011.

Bids are to be sealed and marked "2018 Hardest Hits Program Demolitions". All bids must be accompanied by a certified check or a bid bond in the amount of not less than ten percent (10%) of the bid price. All bids must also be accompanied by the following documents:

- Bid Proposal Forms
- 2. Bid Guaranty and Contract Form
- 3. Experience Statement
- 4. Personal Property Tax Affidavît in Compliance with ORC Section 5719.042
- 5. INS Affidavit
- 6. Non-Collusion Affidavit
- 7. Affidavit by Contractor
- 8. Campaign Contributions Affidavit in Compliance with ORC Section 3517.13
- 9. ADA Compliance Affidavit
- 10. EEO Affidavit

The contract will be awarded in accordance with the Ohio Revised Code and Fairfield Township Policy. The Board of Trustees reserves the right to reject any and all bids.

This Legal Notice can also be found on Fairfield Township's website in the "News" section. (www.FairfieldTwp.org).

All questions shall be directed to the Fairfield Township Assistant Administrator, Chuck Goins, at (513) 785-2266 or cgoins@fairfieldtwp.org.

Publish:

JOURNAL NEWS and on the Fairfield Township Website

November 30, 2018

BID PROPOSAL FORMS

PROJECT: 2018 HARDEST HITS DEMOLITION

| BIDDER: Vickers Demolition, | Inc. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| In compliance with your INVITATION FOR BIDS proposes to furnish all materials and perform all the above referenced project, in strict accordance with by FAIRFIELD TOWNSHIP, OHIO, and within the stated in the following pages of the PROPOSAL. | e work necessary for the construction of the the CONTRACT DOCUMENTS as prepared |
| By submission of this BID, each BIDDER certifies thereto certifies as to their own organization, that the without consultation, communication, or agreement other BIDDER or with any competitor. | his BID has been arrived at independently, |
| BIDDER hereby agrees to commence work under to in the NOTICE TO PROCEED and to fully complet consecutive calendar days thereafter, weather permits the permits of the consecutive calendar days thereafter. | ete the PROJECT within sixty days (60) |
| BIDDER shall attach detailed bid document on corproperty to this document | npany letterhead as a lump sum for each |
| BIDDER acknowledges receipt of the following A | DDENDUM: |
| Chicia / Jeal | P.O. Box 384 |
| By Alicia Neal | Address |
| Secretary | Trentox |
| Title | City |
| 12-14-18 | 513-894-7034 |
| Date | Phone Number |

Vickers Demolition, Inc.

Date: December 14, 2018

Vickers Demolition, Inc. will provide and furnish all of the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the 2018 Hardest Hits Demolition Projects, all in accordance with the plans and specifications as prepared by Fairfield Township for the Lump Sum Prices listed below:

| Address: | Bid Amount: | Bid Guaranty: |
|---------------------|-------------|---------------|
| 1884 Harvard Street | \$15,200.00 | \$1,520.00 |
| 1925 Exeter Avenue | \$12,500.00 | \$1,250.00 |
| 1925 Tuley Road | \$7,800.00 | \$780.00 |
| 2038 Milton Street | \$15,300.00 | \$1,530.00 |
| 2041 Milton Street | \$7,400.00 | \$740.00 |
| 2021 Pater Avenue | \$7,300.00 | \$730.00 |

Respectfully,

Robert L. Ryder, President Vickers Demolition, Inc.

1884 Harvard Street

BID GUARANTY AND CONTRACT BOND

| KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned | |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Vickers Demolition, Inc., P.O. Box 384, Trentox 4506 | as Principal and |
| (Insert full name or legal title of Contractor and address) | |
| Vickers Demolition, Inc. | as Surety are hereby |
| (Insert full name or legal title of Surety) | |
| Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO. | |
| In the penal sum of the dollar amount of the bid submitted by the Princip TOWNSHIP, OHIO on $12 - 14 - 18$ to undertake the project know | pal to FAIRFIELD m as: |

2018 HARDEST HITS DEMOLITION PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's BID to FAIRFIELD TOWNSHIP, OHIO, incorporating any addictive or deductive alternate proposals made by the Principal on the date referred to above to FAIRFIELD TOWNSHIP, OHIO, which are accepted by FAIRFIELD TOWNSHIP, OHIO in no case shall the penal sum exceed the amount of <u>ONe Thousand Five Hundred Twenty Dollars</u> dollars (\$ 1,520.00)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bond on the above referenced project;

NOW, THEREFORE, if FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which FAIRFIELD TOWNSHIP, OHIO may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event FAIRFIELD TOWNSHIP, OHIO does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay FAIRFIELD TOWNSHIP, OHIO the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to perspective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify FAIRFIELD TOWNSHIP, OHIO against all damages suffered by failure to perform such contract according to the provisions thereof and in accordance with the

plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

| SIGNED ANI | SEALED this // La day of December, 20 18 |
|----------------|------------------------------------------|
| Principal: | Victiens Demolition Inc. |
| Ву: | V(all t(V) (Robert L. Ryder) |
| Title: | President V |
| Surety: | Vickers Demolition, Inc. |
| Witness: | (Shubi Ruder) |
| By (Attorney-i | n-fact) |
| <u> P.o. B</u> | ox 384, Trentox, OH 45067 |
| (Surety Compa | ny Address) |
| Robert | L. Ryder |
| (Surety Agents | Name and Address) |

1925 Exeter Ave.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

BID GUARANTY AND CONTRACT BOND

| Vickers Demolition, Inc. Po. Box 384, Trentox 4506 Tas Principal and |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Insert full name or legal title of Contractor and address) Vickers Demolition Inc. as Surety are hereby |
| (Insert full name or legal title of Surety) |
| Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO. |
| In the penal sum of the dollar amount of the bid submitted by the Principal to FAIRFIELD TOWNSHIP, OHIO on $\frac{12-14-8}{8}$ to undertake the project known as: |
| 2018 HARDEST HITS DEMOLITION PROJECT |
| The penal sum referred to herein shall be the dollar amount of the Principal's BID to FAIRFIELD TOWNSHIP, OHIO, incorporating any addictive or deductive alternate proposals made by the Principal on the date referred to above to FAIRFIELD TOWNSHIP, OHIO, which are accepted by FAIRFIELD TOWNSHIP, OHIO in no case shall the penal sum exceed the amount of the Thousand Two Hundred Fifty xx/100 dollars (\$ 1, 250.00). |
| For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. |
| THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bond on the above referenced project; |
| NOW, THEREFORE, if FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed |

Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which FAIRFIELD TOWNSHIP, OHIO may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event FAIRFIELD TOWNSHIP, OHIO does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay FAIRFIELD TOWNSHIP, OHIO the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to perspective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify FAIRFIELD TOWNSHIP, OHIO against all damages suffered by failure to perform such contract according to the provisions thereof and in accordance with the

plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

| SIGNED AND SEALED this / 4 day of December, 20/8 |
|--------------------------------------------------|
| Principal: Vickers Demolitation Inc. |
| By: (Robert L. Ryder) |
| Title: President V |
| Surety: Vickers Demolition, Inc. |
| Witness: (Shulbi Ruder) |
| By (Attorney-in-fact) |
| P.O. Box 384, Trentox, OH 45067 |
| (Surety Company Address) |
| Robert L. Ryder |
| Surety Agents Name and Address) |

1925 Tuley Rd.

BID GUARANTY AND CONTRACT BOND

| Vickers Demolition, Inc., Po. Box 384, Trentox 4506 | l, Zas Principal and |
|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| (Insert full name or legal title of Contractor and address) | |
| Vickers Demolition, Inc. | as Surety are hereby |
| (Insert full name or legal title of Surety) | |
| Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO. | |
| In the penal sum of the dollar amount of the bid submitted by the Princip TOWNSHIP, OHIO on $12 - 14 - 18$ to undertake the project known | al to FAIRFIELD nas: |
| 2018 HARDEST HITS DEMOLITION PROJECT | |
| The penal sum referred to herein shall be the dollar amount of the Princip FAIRFIELD TOWNSHIP, OHIO, incorporating any addictive or deduction | pal's BID to we alternate proposals |

are accepted by FAIRFIELD TOWNSHIP, OHIO in no case shall the penal sum exceed the amount of Seven Hundred Eighty Dollars yy/100 dollars (\$ 780.00). For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

made by the Principal on the date referred to above to FAIRFIELD TOWNSHIP, OHIO, which

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bond on the above referenced project;

NOW, THEREFORE, if FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which FAIRFIELD TOWNSHIP, OHIO may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event FAIRFIELD TOWNSHIP, OHIO does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay FAIRFIELD TOWNSHIP, OHIO the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to perspective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify FAIRFIELD TOWNSHIP, OHIO against all damages suffered by failure to perform such contract according to the provisions thereof and in accordance with the

plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

| SIGNED AND SEALED this / July day of December, 20/8 |
|-----------------------------------------------------|
| Principal: Vickens Demolition Inc. |
| By: (ale t () (Robert L. Ryder) |
| Title: President V |
| Surety: Vickers Semolition, Inc. |
| Witness: (Shubi Ryder) |
| By (Attorney-in-fact) |
| P.O. Box 384, Trenton, OH 45067 |
| Surety Company Address) |
| Robert L. Ryder |
| Surety Agents Name and Address) |

2038 Miltre Street

BID GUARANTY AND CONTRACT BOND

| KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned | d |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| Vickers Demolition, Inc. Po. Box 384, Trentox 4506 | |
| (Insert full name or legal title of Contractor and address) Vickers Demolition, Inc. | as Surety are hereby |
| (Insert full name or legal title of Surety) | |
| Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO. | |
| In the penal sum of the dollar amount of the bid submitted by the Princip TOWNSHIP, OHIO on $12 - 14 - 8$ to undertake the project known | oal to FAIRFIELD n as: |
| 2018 HARDEST HITS DEMOLITION PROJECT | |
| The nenal sum referred to herein shall be the dellar and a sellar and | 11 |

The penal sum referred to herein shall be the dollar amount of the Principal's BID to FAIRFIELD TOWNSHIP, OHIO, incorporating any addictive or deductive alternate proposals made by the Principal on the date referred to above to FAIRFIELD TOWNSHIP, OHIO, which are accepted by FAIRFIELD TOWNSHIP, OHIO in no case shall the penal sum exceed the amount of One Thousand five hundred Thirty 1/100 dollars (\$ 1,530.00)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bond on the above referenced project;

NOW, THEREFORE, if FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which FAIRFIELD TOWNSHIP, OHIO may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event FAIRFIELD TOWNSHIP, OHIO does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay FAIRFIELD TOWNSHIP, OHIO the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to perspective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify FAIRFIELD TOWNSHIP, OHIO against all damages suffered by failure to perform such contract according to the provisions thereof and in accordance with the

plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

| SIGNED AND SEALED this /4 day of December, 20/8 |
|-------------------------------------------------|
| Principal: Vickers Demolition, Inc. |
| By: (Robert L. Ryder) |
| Title: President |
| Surety: Vickers Demolition, Inc. |
| Witness: (Shulbi Ruder) |
| By (Attorney-in-fact) |
| P.O. Box 384, Trentox, OH 45067 |
| (Surety Company Address) |
| Robert L. Ryder |
| (Surety Agents Name and Address) |

2041 Milton Sf.

BID GUARANTY AND CONTRACT BOND

| KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned | đ |
|-------------------------------------------------------------|--------------------------|
| Vickers Demolition, Inc. P.O. Box 384, Trenton 4506 | _7 _7as Principal and |
| (Insert full name or legal title of Contractor and address) | |
| Vickers Demolition Inc. | as Surety are hereby |
| (Insert full name or legal title of Surety) | |
| | |

Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO.

In the penal sum of the dollar amount of the bid submitted by the Principal to FAIRFIELD TOWNSHIP, OHIO on $\frac{12-14-8}{8}$ to undertake the project known as:

2018 HARDEST HITS DEMOLITION PROJECT

The penal sum referred to herein shall be the dollar amount of the Principal's BID to FAIRFIELD TOWNSHIP, OHIO, incorporating any addictive or deductive alternate proposals made by the Principal on the date referred to above to FAIRFIELD TOWNSHIP, OHIO, which are accepted by FAIRFIELD TOWNSHIP, OHIO in no case shall the penal sum exceed the amount of Seven funded forty Dollars \$ 1.00/100 dollars (\$ 740,000)

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bond on the above referenced project;

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plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

| SIGNED AND SE | EALED this / The day of December, 20 /8 |
|--------------------|-----------------------------------------|
| Principal: V | cheis Demolision, Inc. |
| Ву: | (all t() (Robert L. Ryder) |
| Title: | resident V |
| Surety:/_ | ckers Demolition, Inc. |
| Witness: | (Shulbi Runder) |
| By (Attorney-in-fa | ct) |
| <u> P.O. Box</u> | 384, Trenton, OH 45067 |
| (Surety Company A | Address) |
| Robert L | Ryder |
| Surety Agents Nar | ne and Address) |

2021 Paler Rueneu

BID GUARANTY AND CONTRACT BOND

| KNOW ALL MEN BY THESE PRESENTS, that we, the und | ersigned. |
|-------------------------------------------------------------|-----------------------|
| Vickers Demolition, Inc., Po. Box 384, Trontox | 4067 as Principal and |
| (Insert full name or legal title of Contractor and address) | • |
| Vickers Demolition Inc. | as Surety are hereby |
| (Insert full name or legal title of Surety) | |
| | |

Held and firmly bound unto FAIRFIELD TOWNSHIP, OHIO.

In the penal sum of the dollar amount of the bid submitted by the Principal to FAIRFIELD TOWNSHIP, OHIO on $\frac{12-14-8}{8}$ to undertake the project known as:

2018 HARDEST HITS DEMOLITION PROJECT

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THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bond on the above referenced project;

NOW, THEREFORE, if FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and Principal fails to enter into a proper specifications, contract documents, and bill of material; and in the event the Principal pays to FAIRFIELD TOWNSHIP, OHIO the difference not to exceed ten percent of the penalty hereto between the amount specified in the bid and such larger amount for which FAIRFIELD TOWNSHIP, OHIO may in good faith contract with the next lower bidder to perform the work covered by the bid; or in the event FAIRFIELD TOWNSHIP, OHIO does not award the contract to the next lower bidder and resubmits the project for bidding, the Principal will pay FAIRFIELD TOWNSHIP, OHIO the difference, not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to perspective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect.

If FAIRFIELD TOWNSHIP, OHIO accepts the bid of the Principal and the Principal, within ten days after the awarding of the contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify FAIRFIELD TOWNSHIP, OHIO against all damages suffered by failure to perform such contract according to the provisions thereof and in accordance with the

plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialman, and all laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having just claim, as well as for FAIRFIELD TOWNSHIP, OHIO herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunto shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulate and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice or any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

| SIGNED AND SEALED this/ \(\frac{1}{2} \) | day of December, 20/8 |
|-------------------------------------------|-----------------------|
| Principal: Vickers Demolities | |
| By: (all t() | (Robert L. Ryder) |
| Title: <u>President</u> V | |
| Surety: Vickers Demolition | a,Inc. |
| $\mathcal{A}(\mathcal{A})$ | Ibi Ruler |
| By (Attorney-in-fact) | J |
| P.O. Box 384, Trenton | LOH 45067 |
| (Surety Company Address) | |
| Robert L. Ryder | |
| Surety Agents Name and Address) | |

EXPERIENCE STATEMENT: The BIDDER is required to state in detail, in the space provided below, what work of a character similar to that included in the proposed contract they have done, to give reference and such other detailed information as will enable FAIRFIELD TOWNSHIP, OHIO, to judge of their responsibility, experience, skill and financial standing. Among other things, this statement shall include the following: evidence to the effect that the BIDDER maintains a permanent place of business, has adequate construction facilities and equipment available for work under the proposed contract; evidence to the effect that the BIDDER has a suitable financial status to meet obligations incidental to the work; evidence to the effect that the BIDDER has appropriate technical experience and has in their employ a sufficient number of skilled and trained workmen to carry to completion, within the contract time, the work to be done under this contract.

CONTRACTORS GENERAL PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

The Contractor shall procure and maintain, at their own expense, during the life of this Contract, liability insurance as hereinafter specified. All such insurance shall be the subject of approval by the Owner for adequacy of protection and shall include a provision preventing cancellation without thirty (30) consecutive calendar days' prior written notice to the Owner. The liability insurance required is as follows:

Contractors General Public Liability and Property Damage Insurance issued to the Contractor and protecting them from all claims for personal injury, including death, and all claims for destruction of or damaged to property, arising out of or in connection with any operations under this Contract, whether such operations be by themselves or by a Subcontractor under them, or anyone directly or indirectly employed by the Contractor or by a Subcontractor to them.

All such insurance shall be written with a limit of liability of not less than \$2,000,000.00 for all damages arising out of bodily injury, including death, at any time resulting there from, sustained by any one person in any one accident; a limit of liability of not less than \$4,000,000.00 for any such damages arising out of injury to or destruction of property, including property of the Owner, during the policy period.

All such insurance shall be written on a comprehensive policy form and in the event blasting operations are required in the performance of work, shall specifically cover all blasting operations. Certificate evidencing the issuance of such insurance, addressed to the Owner, shall be filed with the Owner within seven (7) consecutive calendar days after the date of the official Notice of Award of Contract.

The Contractors General Public Liability and Property Damage Insurance referred to in this Section shall name the Owner, its officials, its officers and its employees acting in the scope and course of their employment as additional insureds, and protecting them from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the Contractors contract, whether such operations be by the Contractor or by any Subcontractor under him or by anyone directly or indirectly employed by the Contractor or a Subcontractor under him. All such insurance policies

Vickers Demolition, Inc.

Date: December 14, 2018

Experience Statement

Vickers Demolition, Inc.'s permanent place of business is located at 1650 Wayne Madison Road, Trenton, Ohio 45067. The business itself has been at this location for forty plus years. Robert L. Ryder has owned and operated Vickers Demolition, Inc. since February of 2013. We are a fully bonded and insured based in the State of Ohio with an on-going financial relationship with First Financial Bank. We have ample equipment including 5 track excavators, 3 track loaders, skidsteers, manlifts, quads and tractor trailer trucks, as well as sufficient manpower to perform this type of work. Our most recent job, utilizing the same scope of work, is the demolition of 1347 Central Avenue in Middletown. This was a 2 story, brick, commercial motion picture theater which sat on the sidewalk of a very busy street requiring us to direct traffic while demolishing the building. We demolish approximately 100 residential houses per year, maintaining excellent business relationships with the City of Hamilton, the City of Middletown, Metro Parks of Butler County, as well as numerous private customers. Our scope of work encompasses the demolition of buildings from a one car detached garage to large commercial buildings.

Respectfully,

Robert L. Ryder, President

Vickers Demolition, Inc.

P.O. Box 384, Trenton OH 45067 PH: 513-894

shall be delivered to the Owner within seven (7) consecutive calendar days after the date of the official Notice of Award of Contract.

DISPUTE RESOLUTION

This agreement shall be governed by the law of the State of Ohio, with jurisdiction and venue in the County of Butler.

The parties hereto waive their right to trial by jury, and further agree to participate in the mediation process, if any, then in effect and utilized or otherwise sponsored by the court.

In the event Owner makes a claim for damages against Contractor, Contractors liability for damages shall be limited to the amount of compensation paid by Owner to Contractor under this Agreement.

PERSONAL PROPERTY TAX AFFIVADIT

| STATE OF Onio |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF Buller |
| The undersigned Robert L. Ryder |
| being first duly sworn, deposes and says that Robert L. Ryder |
| the (sole owner, partner, president, secretary, etc.) of Vickers Demdition, nc. |
| the party submitting the foregoing bid and the party awarded the contract by the Township; that the undersigned was not charged at the time the bid was submitted with any delinquent personal property taxes on the general list of personal property of any county in which Fairfield Township, Ohio has territory of that the undersigned was charged with delinquent personal property taxes on any such tax list in the amount of |
| Title: President |
| Sworn to before me, a Notary Public, this the |
| Cicia faa |
| Notary Public |
| Sworn to before me, a Notary Public, this the |

LIST OF SUBCONTRACTORS

| PROJECT: | 2018 HARDEST | HITS DEMOI | ITIONS PROJECT |
|----------|--------------|------------|----------------|
|----------|--------------|------------|----------------|

| Administrator: | Vicke | rs D | emol | ition | Inc. | |
|----------------|-------|------|------|-------|------|--|
| | | | | • | 1 | |

| TO: 2018 Hardost Kits Program | DATE: /2-/4-/8 |
|-------------------------------|----------------|
| Demolitions | |

LIST SUBCONTRACTORS AND OTHERS PROPOSED TO BE EMPLOYED ON THE ABOVE PROJECT. (To be filled out by the contractor. If no subcontractors or material men are to be used, the Contractor must so state).

| No Subcor | stractors | will be | used * | |
|-----------|------------|----------|--------|----------------|
| Work | Firm | Address | Phone | Representative |
| | | | | |
| Self | Sufficien- | & Compar | 14 | |
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AFFIDAVIT OF INS REGULATORY COMPLIANCE

STATE OF Ohio

COUNTY OF Buller

| The affiant being first duly sworn states that he or she is the President |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Title) |
| of Vichers Lemolition, Inc., and that he or she on behalf of |
| (Company Name) |
| Vickers Demoliting, Inchereby certifies that Vickers Demoliting, Inc., shall: |
| (Company Name) (Company Name) |
| A. Comply with all immigration laws, regulations, and requirements in the hiring of employees. B. Not hire, recruit, or refer an alien when it is known the alien is unauthorized for employment. Hiring means the actual commencement of employment of an employee for wages or other remuneration. Hiring also includes the use of contracts, subcontracts, or other exchange for service. This would include contracting for labor, and the use of "day" contracts. C. Not hire an individual without complying with the employment eligibility verification system as set forth in the Code of Federal Regulations at 8 CFR 274a. D. Not continue to employ an alien knowing that the alien is not authorized to work. Such knowledge can be actual knowledge or constructive knowledge. That is, knowledge that can be fairly inferred through notice of certain facts and circumstances which would lead the Subcontractor, through the exercise of reasonable care, to know about a certain condition. E. Maintain a compliance system with regard to employment eligibility verification. F. Comply with the anti-discrimination requirement contained in the Unfair Immigration Related Employment Practices set forth in 8 USC 1324b. G. Acknowledge the right of Fairfield Township to inspect and verify compliance with the above. H. Acknowledge, in the event of failure to comply with any of the above, and in the event of failure within three business days after written notice to correct such failures, the right of Fairfield Township, and without prejudice to any other remedy the Township may have, to terminate this contract and finish the work by whatever method the Township may deem expedient. If the costs of completion exceeds such unpaid balance, the affiant and/or Vickets Demo Name) shall pay the difference to Fairfield Township. |
| Further Affiant sayeth naught. |
| Company) Vig Kers DeMolitim MG. By: Let Cyle fresident (Affiant and Title). Swope to before me, a Notary Public, this the |
| |
| (lecia fea) |
| Notary Public |
| My commission expires on UNU 20,40 d 3 |
| SYEXP: JUNON'S |

NON-COLLUSION AFFIDAVIT

| STATE OF Ohio |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| COUNTY OF Butler |
| CONTRACTOR Vickers Demodicion, Inc. |
| Being first duly sworn, deposes and says that they are Presided (sole owners a partner, president, secretary, etc.) of Vickers Removered (sole owners), the party submitting the foregoing Bid: that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid, or that anyone shall refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price, or of that of any other bidder, or to secure any advantage against Fairfield Township, Ohio awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and further, that said Bidder has not, directly or indirectly, submitted their Bid price or any breakdown thereof, or the contents thereof, or divulged information or at a relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, Bid depository, or to any member or agent thereof, or to any other individual except that such person or persons as have a partnership or other financial interest with said Bidder in their general business. |
| Signed: Hall Carlot have also |
| Sworn to before me, a Notary Public, this the // day of December , 2018. |
| Notary Public Alcia La |
| My Commission expires on July 20, 2023 |

FORM OF CONTRACT

do

| This contract, made this 4 day of Security | Mer, 2018, by and between vickers Demolition, Inc. |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Hereinafter called the "Contractor", and Fairfield | Township, Ohio hereinafter called the "Owner". |
| Witnesseth, that the Contractor and Fairfield Town | aship, Ohio for the consideration stated herein, agree as follows: |
| provide and furnish all of the labor, materials, nece transportation services required for the 2018 Hard specifications as prepared by Fairfield Township, a | or shall perform everything required to be performed and shall essary tools, expendable equipment, and all utility and lest Hits Demolition Project all in accordance with the plans and referred to herein as the "Administrator", which plans are made a the Contractor's Proposal and other Contract Documents shall do documents constituting a part thereof. |
| | ield Township, Ohio shall pay to the Contractor for the or deductions provided herein, in current funds, the contract price quantity completed. See Proposal Sheets herein. |
| ARTICLE III, TIME FOR COMPLETION: The Contract within 60 Consecutive Calendar days after | ne Contractor agrees to complete the work included under this or the Notice to Proceed with the work. |
| component parts, all of which are fully a part of the hereto attached: 1). Invitation to Bid, 2) Information This Instrument; and 6) Plans The Witness Whereof, the parties to this Contract has | CONTRACT: This Contract consists of the following is contract as if herein set out verbatim, or if not attached, as if on for Bidders; 3) Technical Specifications; 4) Bid documents; 5) we hereunto set their hand and seals and have executed this |
| Contract its displicate, the day and year first above | |
| Annovação Neal Title: Wotany Public | Vickers bemothigh the. By: Dolert Ruder Name: Robert Ruder Title: President |
| | OWNER (FAIRFIELD TOWNSHIP): |
| WITNESS | By: |
| Name: | Name; |
| Title: | Title: |
| APPROVED TO FORM: | , Fairfield Township |

Lawrence Barbiere, Law Director

<u>AFFIDAVIT</u>

To be Executed if the Contractor is a Corporation

| STATE OF Ohio |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|) SS: |
| COUNTY OF Buller |
| Robert L. Rudly , being duly sworn, deposes and says that he or she is Secretary of Victors Dernolition, Inc. , a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at: |
| 1650 Wayne Madison Rd Bufler |
| (Number and Street) (Name of County) |
| Liberty Tup. Ohio (Township) (State) |
| Affiant further says that he or she is familiar with the records, minute books and by laws of Vickers Demolitica Inc. (Name of Corporation) Affiant further says that Robert L. Ryder, President (Name of Officer and Title) of the corporation is duly authorized to sign the Contract for Fairfield Township 2018 Hardest Hits Demolition Project for said Corporation by virtue of: |
| (State whether a provision of by laws or a resolution of the Board of Directors) |
| (If by resolution, give date of adoption) (Signature) |
| Sworn to before me, a Notary Public this the 14 day of December 2018. |
| (Micial Leal) |
| Notary Public |
| My Commission expires a 1444 2023 |

CAMPAIGN CONTRIBUTIONS AFFIDAVIT IN COMPLIANCE WITH OHIO REVISED CODE SECTION 3517.13

| STATE OF Dhio | |
|------------------|-------------|
| |) SS: |
| COUNTY OF Butter | <u></u>) . |

Personally appeared before me the undersigned, a bidder in a competitive bidding for fairfield Township, Indianal Membership of Entity), for a contract for Demolition

(Type of Product or Service) to be let by Fairfield Township, Butler County, Ohio who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself, herself or the business entity:

- (1) I certify the none of the following has individually made within the two previous calendar years and that, if awarded a contract for the purchase of goods or services in excess of Five Hundred Dollars (\$500), none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions totaling in excess of One Thousand Dollars (\$1,000) to any holder of public office in Fairfield Township or their individual campaign committees:
 - a. Myself;
 - b. Any partner, owner or shareholder of any partnership, corporation, business trust, or other unincorporated business (if applicable);
 - c. Each spouse of any person identified in (a) and (b) of this Section; and
 - d. Each child seven years of age to seventeen years of age of any person identified in

 (a), (b), and (c) of this section (only applicable to contributions made on or after
 January 1, 2007).
- (2) Pursuant to the provisions of House Bill 694 as passed by the 126th General Assembly, I further certify that none of the following have collectively made since January 1, 2007, and that, if awarded a contract for the purchase of good or services in excess of Five Hundred Dollars (\$500), none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions totaling in excess of Two Thousand Dollars (\$2,000) to any holder of public office in Fairfield Township or their individual campaign committees:
 - a. Myself;
 - Any partner, owner or shareholder of any partnership, corporation, business trust, or other unincorporated business (if applicable);
 - c. Each spouse of any person identified in (a) and (b) of this Section; and
 - d. Each child seven years of age to seventeen years of age of any person identified in (a), (b), and (c) of this Section,

(3) If further recognize that, knowingly making a false statement on this certification is a fifth degree felony and will subject me and/or my business entity to the penalties set forth under the Ohio Revised Code.

Further, Affiant sayeth naught:

My Commission expires UN 30, 2023

| Signature: Hole Charles | Title: President |
|-----------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Kh handalan |
| Sworn to before me, a Notary Public, this the | $\frac{14}{14}$ day of $\frac{1}{12}$ ClMbl , 2018. |
| alicia Leal | WEAL-NOTARY OF THE PARTY OF THE |
| Notary Public | 3 |

GUARANTEE

| TO: Fairfield Township, Dhio DATE: 12-14-18 |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The undersigned Robert L. Ryder , having heretofore entered into a contract with Fairfield Township, Ohio dated 12-14-18 for the improvement, repair, and/or demolition of the 2018 Hardest Hits Demolition Project and in accordance with the terms of said Contract do hereby guarantee that all labor and the materials furnished and work performed by us under said Contract is in conformity with such plans and specifications and authorized alterations thereto and that such Improvement, Repair, and/or Demolition performed pursuant to said contract is free from imperfect workmanship and materials, and we agree to repair at our own cost and expense all of the work covered under said Contract and change orders which may prove to be defective for a period of one (1) year from the date hereof. Furthermore, we agree to repair at our sole cost, any work which may affect or disturb in making the repairs herein contemplated. |
| The contractor does further warrant that they know of no claim for or possible claim for damages or injuries relative to the above work, labor and materials as against themselves, their laborers, and employees or their subcontractors, their laborers and employees except |
| It is understood and agreed that Fairfield Township, Ohio shall be the sole judge of any imperfections, and the written repairs done under their supervision. |
| Guarantee Period Begins: (Date) 12-14-18 Name of Company Vickers Semolition, Inc. By: Level Level Title: Title: |
| My Commission expires on Left 20, 2023. |
| OF OF ONLY |

ADA AFFIDAVIT OF CONTRACTOR OR SUB-CONTRACTOR

| STATE OF OND |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|) SS: |
| COUNTY OF Buffer |
| I, Robert L. Ryder (Name of person signing affidavit) |
| Of this Vickers Demolition, Inc. (Name of Contractor or Sub-contractor) |
| Certify that during performance of all work for Fairfield Township, Ohio in connection with the |
| Contract for 2018 Hardest Hits DemoliLion Hogram (Name of Project) |
| The fully Vickers Demolition, Inc. (Name of Contractor or Sub-Contractor) |
| Has and Will Comply with All Applicable Provisions of the Americans With Disabilities Act. |
| Signed: Signature of Officer to Agent) Date: 12-14-18 |
| Sworn to and Subscribed in my presence this, day of <u>New North Nor</u> |

EEO AFFIDAVIT

| STATE OF UNO |
|---------------------------------------------------------------------------------------------------|
|) SS: |
| COUNTY OF Buller |
| |
| I Kabest Rudo (Affiant), being duly sworn hereby state that I am |
| Tresident (Title) of Vickers Semoliting Inc (County) Buller |
| And that said Company pledges to provide equal opportunity to all employees or applicants for |
| Employment without regard to race, color, creed, national origin, sex or age. Said pledge applies |
| To all matters pertaining to employment including hiring, placement, upgrading, transfer, |
| Demotion, removal, recruitment, pay, training, and layoff. |
| |
| This statement made in accordance with Title VII of the Civil Rights Act of 1964. |
| Lileit Affiant |
| |
| Sworn to before me and subscribed in my presence this day of |
| Alicia Seal |
| Notary Public Alicia Nea! |
| County of Buller, State of Okeo |
| My Commission expires: Will do dod 3 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Myra Handy PHONE (937)526-3111
(A/C, No, Ext): (937)626-3111
E-MAIL myra handy@ph FAX (A/C, No): PHELAN INSURANCE AGENCY INC (937)526-5178 E-MAIL myra_handy@phelanins.com 863 East Main Street PO Box 1 INSURER(S) AFFORDING COVERAGE NAIC# INSURER A: West Bend Mutual Insurance Co Versailles OH 45380 15350

| INSURED . | | | | INSURER B: Atlantic States Insurance Co 22586 | | | | | 22586 | | |
|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------|-----------------------------------------------|----------------------------------------|----------------------------------|------------------------------------------|----------------------------|----------------------------------------------|-------------|--------|
| Vickers Demolition Inc. | | | | | INSURER C: Donegal Mutual Insurance Co | | | | | 13692 | |
| 1650 Wayne Madison Rd | | | | INSURER D: | | | | | | | |
| | | | | INSURER E: | | | | | | | |
| | Trenton | • | | | OH 45067 | INSURE | RF: | | | | |
| CO | VERAGES | CER | TIFIC | ATE | NUMBER: CL184183264 | | | | | | |
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD | | | | | | | | | | | |
| | INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, | | | | | | | | | | |
| | | | | | ITS SHOWN MAY HAVE BEEN | | | | UBJECT TO ALL THE TERMS | , | |
| INSR LTR | TYPE OF | INSURANCE | ADDL | SUBR WVD | POLICY NUMBER | POLICY EFF POLICY EXP LIMITS | | | | | ~···· |
| 411 | | ENERAL LIABILITY | III | 1112 | | | (anise Sari () () | V | EACH OCCURRENCE | s 1,00 | 0,000 |
| - | 1 1 | CLAIMS-MADE OCCUR | | | | | | · | DAMAGE TO RENTED PREMISES (Ea occurrence) | s 100,000 | |
| | | DL 1-3 0000K | | | | | | | MED EXP (Any one person) | s 5,000 | |
| Α | <u> </u> | NSK1859662-5 | | | 04/05/2018 | 04/05/2019 | PERSONAL & ADV INJURY | \$ 1,000,000 | | | |
| | GENT AGGREGATE I | | | | ļ | | | GENERAL AGGREGATE | \$ 2,000,000 | | |
| | | RO- ECT LOC | | | | | | | PRODUCTS - COMP/OP AGG | s 2,000,000 | |
| | OTHER: | ECI ==== | Ì | | | | | - | | \$ | |
| | AUTOMOBILE LIABILI | ry | i | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ 1,00 | 0,000 |
| | X ANY AUTO | • | | | | | | | BODILY INJURY (Per person) | \$ | |
| В | OWNED | SCHEDULED | | | CAA8751429 | | 04/15/2018 | 04/15/2019 | BODILY INJURY (Per accident) | \$ | |
| | AUTOS ONLY HIRED | AUTOS NON-OWNED | | | , | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | AUTOS ONLY | AUTOS ONLY | | İ | | | | | Medical payments | \$ 5,00 | 0 |
| | UMBRELLA LIAB | OCCUR | 1 | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB | CLAIMS-MADE | | | | | | : | AGGREGATE | \$ | |
| | DED RET | | 1 | | | | | | , , , , , , , , , , , , , , , , , , , | \$ | |
| | WORKERS COMPENSA | ORKERS COMPENSATION ND EMPLOYERS' LIABILITY NY PROPRIETO PRACTICE (1717/E) | | | | | ****** | | PER OTH- STATUTE ER | | |
| | | | | | | | | | E.L. EACH ACCIDENT | \$ | |
| OFFICER/MEMBER EXCLUDED? | | N/A | | | | | 1 | E.L. DISEASE - EA EMPLOYEE | | | |
| (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ | |
| | DESCRIPTION OF CFE | TOTTO DELLA | | | | | | | | | |
| Ç | | | | | IM 8751429 | | 04/15/2018 | 04/15/2019 | | | |
| | | • | | | | | | | | | |
| DESC | I CRIPTION OF OPERATIO | NS / LOCATIONS / VEHICLE | ES (AC | ORD 1 | 81, Additional Remarks Schedule, : | nay be at | tached if more sp | ace is required) | | ~ | |
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| To Whom It May Concerп | | | | | | | F, NOTICE WILL BE DELIVER PROVISIONS. | ED IN | | | |
| | | | | ACCORDANCE WITH THE POLICY PROVISIONS. | | | | | | | |
| A | | | | | AUTHORIZED REPRESENTATIVE | | | | | | |
| | | | | | $0 \cdot \cdot \cdot 0 \cdot \cdot$ | | | | | | |
| amanda Phelan | | | | | | | | | | | |
| | | | | | | | | | | ~~~ | |



DIO Bureau of Workers' Compensation

30 W. Spring St. Columbus, OH 43215

Certificate of Ohio Workers' Compensation

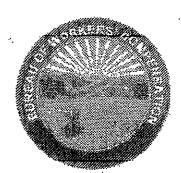
This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer 01386174

RYDERS EQUIPMENT REPAIR INC **PO BOX 24** OVERPECK, OH 45055-0024

www.bwc.ohio.gov Issued by: BWC



Period Specified Below 07/01/2018 to 07/01/2019

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohof or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.



Sureau of Workers'

Compensation You must post this language with the Certificate of Ohio Workers' Compensation.