

HCLRC DEMOLITION AGREEMENT

This Demolition Agreement (“Agreement”) is entered on this ____ day of _____, _____ (“Effective Date”), by and between the Huron County Land Reutilization Corporation, a Non-Profit Corporation, of Huron County, Ohio (“HCLRC”), and _____, of _____ (“Contractor”). HCLRC and Contractor are each referred to herein as a “Party,” or together as the “Parties.”

WHEREAS, Contractor, and any persons working on Contractor’s behalf, are licensed by the State of Ohio to provide the requisite building demolition and related services contemplated by this Agreement.

WHEREAS, Contractor proposes, and HCLRC hereby accepts, the following proposal to perform the following demolition “Work” (as hereinafter defined), in accordance with the terms and conditions set forth in this Agreement.

SCOPE OF WORK; LOCATION; PAYMENT

1. **NESHAP Notice.** Contractor will complete and deliver to HCLRC a National Emission Standards for Hazardous Air Pollutants Notification of Demolition and Renovation Form (“NESHAP Notice”) for each Site identified below within thirty (30) days of the Effective Date of this Agreement. If necessary, Contractor may request the disconnection of utilities on the Site(s) on behalf of the HCLRC using the form attached hereto as Exhibit C-1 (Demolition Utility Disconnection Request). In the event Contractor fails to timely deliver a NESHAP Notice, HCLRC may elect to terminate this Agreement.
2. **Start Date.** Upon Contractor’s delivery of a NESHAP Notice, HCLRC shall promptly issue a written notice to proceed with the Work and a Start Date. Contractor shall complete all Work within sixty (60) days of the Start Date (“Completion Date”). No work site shall be left incomplete before the contractor leaves the site to move to another site or job. Any deviation from this must have approval from HCLRC. Without approval, this contract may be terminated by HRCLC.
3. **Site/Building Locations.** This Agreement shall cover the following Building(s) at the following locations (“Site(s)”):

County:	Parcel No.:	Address/Building Description:

See Exhibit B (page 12) for Additional Specifications.

If Contractor is performing Work involving multiple Sites or Buildings, the Parties agree that this Agreement shall be deemed to be a separate contract for each individual Site or Building, with each individually governed by the terms and conditions of this Agreement.

4. **Scope of Work.** Contractor agrees to perform the following Work on the Site(s) and Building(s) identified above, pursuant to the terms of this Agreement, the Additional Specifications set forth in Exhibit B, and the General Demolition Contractor Requirements set forth in Exhibit E (page 19) (together, “Contractor’s Work” or “Work”):
- a. Contractor will demolish and haul away the Building(s), and associated materials, and waste, to a pre-approved site, including all basement walls, foundations, and floors, leaving a clean hole, unless otherwise directed by the HCLRC.
 - b. Contractor shall comply with all specifications and standards in any bid package and/or as specified on any Exhibit attached to this Agreement.
 - c. Contractor [] will/ [] will not/ [] may perform Hazardous Materials remediation services. If Contractor performs Hazardous Materials remediation services, Exhibit A, attached hereto on page 10, shall be made a part of this Agreement. If this contract involves buildings previously abated by an abatement company other than contractor, contractor may find Hazardous Materials during demolition undiscovered by the abatement company.

If Contractor’s Work involves performing “Hazardous Material” remediation, Contractor shall establish a contained work site as required by 29 C.F.R., Part 1926.58. If required, Contractor shall provide a negative air filtration system and provide final clearance air sampling upon completion of Hazardous Materials abatement and provide HCLRC with a Certificate of Clearance certifying that the Building is free of all Hazardous Materials and is suitable for demolition. Contractor shall remove and dispose of all Hazardous Materials from each Building to an EPA-approved landfill, with copies of all manifests, transit, and trip receipts confirming custody of all Hazardous Materials.

“Hazardous Materials,” as used herein, shall mean and include any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum-based products, methane, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, *et seq.*), or any other applicable Environmental Law.

- d. Contractor shall supply all labor, equipment, and materials necessary to complete the Work, and shall be responsible for all costs and expenses associated with the

Work. All labor and materials shall be warranted and guaranteed by Contractor for a period of two (2) years after the Completion of Work.

GENERAL PROVISIONS

5. **Total Payment.** The total amount to be paid to Contractor for all Work shall be \$ _____ (“Total Payment”), to be paid to Contractor as follows:

Parcel No.	Address/Building Description:	Amount:

The Total Payment shall remain fixed. Any progress payments or alternative payment arrangements shall not be valid unless agreed to in writing by the Parties. No other charges, extras, or additional work orders shall be made or added to this Agreement unless agreed to in writing by the Parties. Any work performed outside the scope of Contractor’s Work without HCLRC’s prior written approval shall be at Contractor’s sole cost and expense.

Upon Contractor’s written notice to HCLRC of Contractor’s substantial completion of the Work as to any Building, HCLRC shall promptly conduct a final inspection and provide its approval of Contractor’s substantial completion. Contractor may issue invoice at 50% completion to HCLRC and HCLRC shall submit for reimbursement. When reimbursement is received, HCLRC shall pay contractor less 10% of the Total Payment Amount with the remaining 10% to be held as retainage for to ensure backfill and remediation conditions were completed in a manner suitable to return the Site to its naturally existing condition.

To receive the 50% payment as set forth above, Contractor must submit a completed Exhibit C-2 (50% Payment Request Form and Conditional Waiver of Mechanic’s Lien Rights) to HCLRC, with all documents specifically referenced therein. (Page 14)

To receive the remaining 10% payment as set forth above, Contractor must submit a completed Exhibit C-3 (10% Retainage Payment Request Form and Final Waiver of Mechanic’s Lien Rights) to HCLRC, with all documents specifically referenced therein. HCLRC must sign off on satisfaction of work completed before submission. (Page 16)

6. **Performance Bond.** Contractor [] shall/ [] shall not be required to secure a performance bond related to the Work. If Contractor is required to secure a performance bond, Contractor shall submit a completed Exhibit D (Performance Bond) to HCLRC prior to the Start Date. (Page 18)

7. **Work Disputes.** In the event any dispute arises involving a modification to Contractor's Work, any inability of the Parties to resolve any such dispute shall not constitute a basis for any termination, cessation, or delay in the performance of Contractor's Work.
8. **Defective Work.** Contractor agrees that any governmental authority or HCLRC may inspect a Site or Building at any time, without prior notice to Contractor. In the event any governmental authority or HCLRC identifies any unsatisfactory, defective, incomplete, or unworkmanlike performance in Contractor's Work, HCLRC shall provide written notice to Contractor of any such issue(s), and Contractor shall immediately comply with any such notice to fully remedy any such issue at Contractor's cost and expense prior to substantial completion.
9. **Termination for Cause.** HCLRC may elect to terminate this Agreement upon the occurrence of any of the following events:
 - a. Contractor's refusal or failure to promptly supply, in sufficient number or expertise, properly skilled labor, equipment, and/or materials in a manner reasonably necessary to complete Contractor's Work in a timely and workmanlike manner, after written notification to Contractor by HCLRC.
 - b. Contractor's refusal or failure to make timely payment to any subcontractor for materials or labor provided in accordance with any agreements between Contractor and any subcontractor.
 - c. Contractor's violation of any applicable law, statute, ordinance, code, rule, regulation, or order of a public authority, after written notice of such violation has been tendered to Contractor.
 - d. Contractor's substantial breach of any provision of this Agreement and/or its related documents or Exhibits, if any such breach remains uncured after five (5) days of written notification to Contractor by HCLRC.

Where any of the above conditions exist, HCLRC may, without prejudice to any other rights or remedies of HCLRC, unilaterally terminate this Agreement upon written notice to the Contractor and Contractor's surety, if any, which shall be effective on the date set forth in HCLRC's notice of termination. In the event of such termination, HCLRC shall have the option to complete the Work by any reasonable method deemed by HCLRC to be reasonable and expedient, and HCLRC shall furnish to Contractor an invoice and accounting of the costs incurred by HCLRC to complete the remaining Work, which shall be promptly paid to HCLRC by Contractor.

10. **Termination for Convenience.** HCLRC may, at any time, terminate this Agreement for convenience and without cause. Upon written notice of such termination for HCLRC's convenience:

- a. Contractor shall promptly cease all operations as directed by HCLRC's notice.
- b. Contractor shall take all action necessary, or as directed by HCLRC, for the protection and preservation of the Work.
- c. Contractor shall terminate all existing subcontracts and purchase orders for Work and cease to enter any further subcontracts or purchase orders for future Work.

In the event of HCLRC's termination for convenience, Contractor shall be entitled to receive payment for all Work performed, costs incurred by reason of such termination, and reasonable overhead and profit on Work that has been substantially completed as of the date of HCLRC's written notice of such termination.

11. **Delegation of Work.** Contractor shall not delegate or otherwise subcontract any performance of the Work to any to any persons that are not employees of Contractor without the prior written consent of HCLRC. In the event HCLRC consents to Contractor's delegation or subcontracting to a third party, such delegation or subcontracting shall be subject to the following conditions:

- a. Contractor shall remain liable to HCLRC for the performance of all Work delegated or otherwise subcontracted to a third party.
- b. Contractor shall remain liable to HCLRC for the acts or omissions of any person or subcontractor performing any delegated or subcontracted Work.
- c. Contractor shall deliver a copy of the duly executed subcontractor agreement to HCLRC within five (5) business days of the execution of any subcontractor agreement.
- d. HCLRC shall have no duty or obligation to any subcontractor for the subcontractor's performance of Work, including, but not limited to, the payment of any sums to any subcontractor for the performance of Work.

Any delegation or subcontract for the performance of Work, in whole or in part, without the prior written consent of HCLRC, or in violation of the conditions set forth above, shall be void and constitute a basis for HCLRC's termination of this Agreement at its sole discretion.

12. **Assignment of Rights.** Contractor shall not assign any of its rights under this Agreement, in whole or in part, without the prior written consent of HCLRC. Any such assignment of rights by Contractor, without HCLRC's consent, shall be void and constitute a basis for HCLRC's termination of this Agreement at its sole discretion.

REPRESENTATIONS & WARRANTIES; INSURANCE & INDEMNITY

13. **Contractor's Representations and Warranties.** Contractor represents to HCLRC and warrants the following:
- a. Contractor represents and warrants that all employees, agents, and subcontractors are fully licensed, certified, or otherwise authorized to perform the Work set forth in and contemplated by this Agreement.
 - b. Contractor agrees and acknowledges that the time schedules set forth in this Agreement are of the essence. In the event Contractor is unable to complete the Work within the permitted time, Contractor shall be required to pay the sum of \$500 per day as liquidated damages to account for any delay costs which may be imposed or asserted by any other Contractors or subcontractors, or any other person arising from such delay.
 - c. Contractor represents and warrants that it possesses the necessary skill, knowledge, training, and availability to complete the Work, and if this Agreement requires, to remove, abate and/or remediate Hazardous Materials and contaminants, and that it will perform its work in a professional, diligent, and workmanlike manner. Contractor further represents and warrants that all documents and statements provided to HCLRC as evidence of its skill, knowledge, training, and availability, including, but not limited to, the Certification of Demolition Contractor Capacity, and any other document related to this Agreement are true and accurate.
 - d. Contractor represents and warrants that it has fully inspected all Building(s) and Site(s), and that its agreement to perform the Work as set forth in this Agreement is based upon Contractor's actual on-site inspection.
 - e. Contractor represents and warrants that all Work will be performed in conformity with all applicable laws; that all demolition permits of any government-issuing authority will be secured, that the Site(s) will at all times be maintained in a safe working condition consistent with all applicable laws, and that if required by this Agreement, all Hazardous Materials, wastes, or other contaminants shall be disposed of in accordance with such laws at a legally pre-approved site. IN such case, Contractor will properly inspect the Site for Hazardous Materials, wastes, or other contaminants as required by law, and shall remove and dispose, and transport the same to pre-authorized sites. Contractor shall have the Hazardous Materials, substances, or contaminants tested and delivered to legally certified laboratories for testing and analysis. Contractor shall maintain and deliver to HCLRC complete and accurate manifests and receipts depicting the nature, amount, and extent of all Hazardous Materials, substances, or contaminants, the testing laboratories, and trip logs reflecting the chain of custody of such materials.
14. **Indemnification.** As used herein, "Contractor" includes Contractor, and all subcontractors and third parties under any oral or written agreement, purchase order, or other instrument

between Contractor and any subcontractor related to the performance of Work. Any party performing Work for or on behalf of HCLRC, regardless of whether such work is pursuant to a written instrument, hereby agrees to incorporate the following terms, conditions, and provisions into any such agreements.

All Work performed by Contractor shall be at the sole risk of Contractor. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless (at Contractor's sole expense), HCLRC and any affiliated entities of HCLRC, and their partners, representatives, members, officers, directors, shareholders, employees, agents, designees, successors, and assigns (together, "Indemnified Parties"), from and against any and all claims for injury, death, or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations, liabilities, and costs and expenses (together, "Claims"), which arise or are in any way related to Work performed, materials furnished, or services provided under this Agreement by Contractor, and its employees and agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful, by Contractor, and its employees and agents, whether active or passive. Contractor shall not be obligated to indemnify and defend HCLRC for any Claims found to be resulting from the sole negligence or willful misconduct of Indemnified Parties.

Contractor's indemnification and defense obligations shall extend to Claims occurring after this Agreement is terminated and shall continue until finally adjudicated.

15. **Insurance.** Upon execution of this Agreement, and prior to Contractor's commencement of any Work, Contractor shall have secured a policy of commercial general liability insurance on ISO Form CG 00 01 10 01 (or a substitute form of substantially equivalent coverage), and Contractor shall provide HCLRC with a corresponding Certificate of Insurance and Additional Insured Endorsement on ISO Form CG 20 10 11 85 (or a substitute form of substantially equivalent coverage), naming HCLRC as Additional Insured. Said additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to HCLRC. The coverage available to HCLRC, as Additional Insured, shall not be less than \$1,000,000 for Each Occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations Aggregate, and \$1,000,000 Personal and Advertising Injury limits. Such insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). There shall be no endorsement or modification of the Commercial General Liability form arising from pollution, explosion, collapse, underground property damage or work performed by subcontractors. All coverage shall be placed with an insurance company authorized to provide coverage in the State of Ohio and shall be reasonably acceptable to HCLRC. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for HCLRC for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any Work performed on behalf of HCLRC. Contractor agrees to maintain coverage for the benefit of HCLRC for a

period of three (3) years, or until the expiration of the Statute of Limitations pursuant to applicable provisions of the Ohio Revised Code.

Each Certificate of Insurance shall provide that the insurer must provide HCLRC with at least thirty (30) days prior written notice of cancellation and termination of the coverage. Not less than two (2) weeks prior to the expiration, cancellation, or termination of any such policy, Contractor shall supply HCLRC with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal or replacement of the original policy. Said new and replacement endorsements shall be substantially similarly endorsed in favor of HCLRC as set forth above.

Additionally, Contractor shall provide HCLRC with a Certificate of Insurance demonstrating liability insurance coverage for Contractor and any employees, agents, or subcontractors for any Workers' Compensation, Employers' Liability, and Automotive Liability. In the event any of these policies are terminated, Certificates of Insurance demonstrating replacement coverage shall be provided to HCLRC. Coverage shall be no less than the following:

- a. Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to HCLRC prior to cancellation or non-renewal, providing coverage of not less than \$1,000,000 for bodily injury caused by accident and \$1,000,000 for bodily injury by disease.
- b. Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 per accident.

Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability in favor of HCLRC with respect to Losses arising out of or in connection with any Work.

MISCELLANEOUS

- 16. **Choice of Law.** It is the intention of the Parties that the laws of the State of Ohio (irrespective of its choice of law principles) shall govern the validity of this Agreement. Any action initiated by a Party under this Agreement shall be brought only in a court of proper jurisdiction located in Huron County, Ohio.
- 17. **Severability.** If any provision of this Agreement, or the application thereof, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provisions shall be interpreted so as best to reasonably effect the intent of the Parties hereto. The Parties further agree to replace any such invalid or unenforceable provision of this Agreement with a valid and enforceable provision which will achieve, to the extent possible, the economic, business, or other purposes of any such invalid or unenforceable provision.

18. **Anti-Kickback; Non-Collusion.** Contractor affirms and declares that it has not received nor has given any compensation or consideration of any kind for the purpose of improperly obtaining or providing favorable treatment in connection with this Agreement, or in connection with any subcontract associated with this Agreement. Contractor further affirms and declares that it has not submitted or prepared any bids resulting in the procurement of this Agreement in collusion with any other bidder, and that the terms and conditions of its bid have not been communicated or provided by Contractor to any other persons or entities engaged in the work contemplated by this Agreement prior to HCLRC's review and award of any bid associated with this Agreement.
19. **Equal Opportunity Employer.** Contractor certifies that it has adopted an Equal Employment Opportunity policy and is in full compliance with applicable federal, state, and local laws, rules, and regulations related to non-discrimination in employment.

Contractor:

Date: _____

By: [Name]
Its: [Title]

Huron County Land
Reutilization Corporation:

Date: _____

By: [Name]
Its: [Title]

EXHIBIT A
Asbestos/Hazardous Materials Abatement Agreement

“Hazardous Materials” means, without limitation, any flammable explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum based products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601, *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. § 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. § 2601, *et seq.*), or any other applicable Environmental Law.

Waste Disposal and Environment Control:

- A. Contractor shall maintain adequate dust control at all times and is responsible for dirt removal and debris from streets and sidewalks at the end of each day.
- B. Contractor shall keep Site(s) free from accumulations of waste materials or rubbish, and upon completion of the Work, shall remove all tools, equipment, surplus materials and rubbish and leave the Site(s) in a safe and proper condition.
- C. Contractor shall comply with all federal, state and local environmental states, ordinances and regulations (“Environmental Laws”), including emergency planning and community right-to-know laws, and shall obtain any necessary permits and comply with all reporting requirements required by such Environmental Laws. Contractor shall provide owner with copies of all documents submitted to federal, state and local environmental agencies.
- D. Contractor shall not treat, store or dispose of Hazardous Materials at Site(s), or allow Hazardous Materials to be released to the environment; provided, however, Contractor may store such Hazardous Materials temporarily, in approved tanks or containers, in accordance with all Environmental Laws and with the approval of HCLRC, which approval will not be unreasonably withheld, so long as a permit is not required therefore under the federal Resource Conservation and Recovery Act (RCRA), as amended, or analogous or derivative state or local laws. Contractor shall remove from Site(s) and dispose of all Hazardous Materials, including all solid wastes, in compliance with applicable Environmental Laws. Any penalty or other liability arising from Contractor’s failure to comply with Environmental Laws shall be borne by Contractor and Contractor shall indemnify HCLRC for any liability and expense imposed upon HCLRC because of any act or water, air, or land pollution resulting from the activities of Contractor or Contractor’s employees, subcontractors, or agents.

Friable Asbestos/Hazardous Materials:

- A. Where Contractor is responsible for Hazardous Materials at Site(s), an Asbestos/Hazardous Materials abatement contractor, licensed by the State of Ohio, shall be responsible for the removal and proper disposal of any hazardous materials or friable asbestos located on

Site(s). The Asbestos/Hazardous Materials abatement contractor may be Contractor or a sub-contractor; but, in either event, a license of the abatement contractor performing the Hazardous Materials abatement must be included in the contract bid documents. Failure to include this license with the bid documents will result in a rejection of those portions of the bid requiring Hazardous Materials abatement from consideration.

- B. Removal and disposal of Hazardous Materials/friable asbestos shall be performed in compliance with all applicable local, state and federal laws and regulations. Contractor shall be responsible for ensuring all phases of the removal and disposal process are performed in strict compliance with Sections 61.20 through 61.25 of the National Emission Standards for Hazardous Air Pollutants (40 C.F.R. 61). All notice and reporting requirements specified by the above referenced standard shall be directed to the appropriate regional office of the Ohio Division of Air Pollution Control.

Non-Friable Asbestos/Hazardous Materials:

- A. Contractor shall be responsible for the removal and disposal of any non-friable asbestos/Hazardous Materials on Site(s). The following procedure is recommended for proper removal of asbestos shingle siding or other non-friable asbestos/Hazardous Materials:
 - 1. Remove non-friable asbestos materials in sections, to the greatest extent possible.
 - 2. Adequately wet the non-friable asbestos materials to prevent the generation of dust when separating, cutting or breaking up these asbestos materials.
 - 3. Discharge no visible emissions of Hazardous Materials to the ambient air.
 - 4. After the removal has been completed, the Hazardous Materials (dust, debris) should be wetted, swept up and bagged in a plastic bag(s) with a combined thickness of at least 6 mils. Following this, a HEPA vacuum should be used to clean up all additional dusts.
 - 5. The non-friable asbestos materials shall be bagged while wet in a plastic bag(s) with a combined thickness of at least 6 mils and deposited at a suitable legally approved landfill and covered with at least 6 inches of compacted non-asbestos/Hazardous Materials containing covering. Prior approval should be obtained from the landfill for the disposal of non-friable asbestos/Hazardous Material.

EXHIBIT B

Additional Specifications

Property(ies) List, address, PN, amount to be paid per property, and additional instructions for each property go here.

EXHIBIT C-1
Demolition Utility Disconnection Request Form

To: _____

Date: _____

Fax: _____

The Huron County Land Reutilization Corporation ("HCLRC") is the owner, or agent of the owner, that intends to perform a demolition of structure(s) located on the property listed below. HCLRC has the authority to request a disconnection of utilities associated with this property.

HCLRC has entered into a Demolition Agreement with _____ ("Contractor"), of _____, who may be contacted at _____, to perform the demolition, and Contractor is duly authorized to request utility disconnection on HCLRC's behalf. Contractor shall verify that all utilities have been safely disconnected prior to commencing the demolition.

Please allow this letter to serve as HCLRC's request that you disconnect and abandon utility services at the following property:

Parcel No. _____

Address: _____

Huron County Land Reutilization
Corporation:

By: [Name]
Its: [Title]

Contractor:

By: [Name]
Its: [Title]

EXHIBIT C-2

50% Work Completion Payment Request Form and Conditional Waiver of Mechanics' Lien Rights

Contractor: _____

Date: _____

Payment Amount Requested: _____

Pursuant to the Demolition Agreement dated _____, the Huron County Land Reutilization Corporation ("HCLRC") Contractor demolished the structure(s) located on property identified as Parcel No. _____, with an address of _____ (the "Property").

As proof of substantial completion, Contractor has attached the following documentation to this Payment Request Form:

1. Site photos (before, during, after).
2. Copies of permits (city, water, and sewer).
3. Dump tickets.
4. Evidence of compliance with all demolition specifications.
5. Other: _____.

By signing below, Contractor waives and releases all mechanics' lien rights Contractor has for labor and service provided, and equipment and materials delivered, to HCLRC under the Demolition Agreement as of the date of this request for payment. This waiver and release of mechanics' lien rights is effective upon Contractor's receipt of payment in the amount requested above, less any applicable retainages held by HCLRC.

Contractor:

By: [Name]
Its: [Title]

[Acknowledgment Page Follows]

STATE OF OHIO)

COUNTY OF _____)

This is an acknowledgement clause. No oath or affirmation was administered.

The foregoing instrument was acknowledged before me, a Notary Public, on this ____ day

of _____, _____, by _____, as authorized agent of

Notary Public

Commission Expires: _____

EXHIBIT C-3

10% Retainage Payment Request Form and Final Waiver of Mechanics' Lien Rights

Contractor: _____

Date: _____

Payment Amount Requested: _____

Pursuant to the Demolition Agreement dated _____, the Huron County Land Reutilization Corporation ("HCLRC") Contractor demolished the structure(s) located on property identified as Parcel No. _____, with an address of _____ (the "Property").

As proof of completion, Contractor has attached the following documentation to this Payment Request Form:

1. Finished Site photos (before, during, after).
2. Evidence of compliance with all demolition specifications.
3. Other: _____.

By signing below, Contractor waives and releases all mechanics' lien rights Contractor has for labor and service provided, and equipment and materials delivered, to HCLRC under the Demolition Agreement as of the date of this request for payment. This waiver and release of mechanics' lien rights is effective upon Contractor's receipt of payment in the amount requested above.

Contractor:

By: [Name]
Its: [Title]

[Acknowledgment Page Follows]

STATE OF OHIO)
)
COUNTY OF _____)

This is an acknowledgement clause. No oath or affirmation was administered.

The foregoing instrument was acknowledged before me, a Notary Public, on this ____ day of _____, _____, by _____, as authorized agent of _____.

Notary Public

Commission Expires: _____

EXHIBIT D
Performance Bond
R.C. 153.57

We, the undersigned _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto the Huron County Land Reutilization Corporation ("HCLRC"). In the penal sum of \$_____, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns. The condition of this obligation is such that whereas the above-named Principal did on the _____ day of _____, _____, enter a contract with HCLRC, which said contract is made a part of this bond the same as if fully set forth herein.

If the said _____ shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, material suppliers, and 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 the benefit of any material supplier or laborer having a just claim, as well as for the obligee 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 hereunder shall in no event exceed the penal amount of this obligation as herein stated.

Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

Executed on this _____ day of _____, _____.

Principal:

By: [Name]
Its: [Title]

Surety:

By: [Name]
Its: [Title]

EXHIBIT E
General Demolition Contractor Requirements

- **Completed Request for Proposal (General Scope of Work) and all associated documentation.**
- **Completed Certification Form Note and Political Disclosure Forms.**
- **Completed Contractor Prequalification forms if not already on file.**