

**DEMOLITION CONTRACT**

This Agreement ("Agreement") between the \_\_\_\_\_ **County Land Reutilization Corporation**, \_\_\_\_\_, Ohio 44\_\_ ("Owner") and \_\_\_\_\_ ("Contractor") with mailing address of \_\_\_\_\_ dated this \_\_\_\_ day of \_\_\_\_\_, **2010**.

WHEREAS, Contractor is licensed and certified in the State of Ohio and/or \_\_\_\_\_ County to conduct demolition and related activities, and Whereas all persons working on any demolition project on Contractor's behalf are also licensed and certified in the State of Ohio and \_\_\_\_\_ County to conduct demolition and related activities.

WHEREAS, Contractor proposes, and Owner hereby accepts Contractor's proposal to perform the following "Work" and "Scope of Work" (as hereinafter defined) for the price quoted below.

**SCOPE OF WORK, LOCATION AND PRICE**

**PROJECTED DATE(S):** Commencing on \_\_\_\_\_ and completion not to exceed forty-five (45) days from date of execution hereof.

**BUILDING LOCATIONS:** \_\_\_\_\_, Ohio, located at, (the "Site(s)") or the "Building(s)", to wit:

- Address:**
- Address:**
- Address:**

Building(s) to be Demolished

a.) Multiple Buildings. If the Contractor is performing work on multiple Sites pursuant to a bid package awarded by the Owner, the parties agree that this Contract shall be deemed to be a separate Contract for each individual Building and Site, and individually governed by the terms, conditions and provisions herein.

2. Scope of Work shall consist of:

- a.) Contractor will demolish and haul away the Building(s) to a legally pre-approved site;
- b.) Contractor shall demolish and haul away all required basement walls and basement columns to a legally pre-approved site; and further remove the basement floor leaving a clean hole, unless otherwise directed by the CLRC.

- c.) Contractor shall comply with any and all specifications and standards in any bid package or as otherwise attached hereto on any Exhibit, all of which are incorporated herein by reference.
- d.) To the extent the Contractor will provide hazardous material remediation, Contractor shall provide a contained work site will be established as required by 29 C.F.R., Part 1926.58 at the Site. Contractor will remove all hazardous materials from (for each Building, describe: (i) description of hazardous materials; (ii) nature of abatement; and, (iii) Building location(s) of abatement):

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(List all Buildings at which hazardous materials remediation will occur--use separate exhibit if necessary)

Contractor will provide, if required, a negative pressure air filtration system will be operating during the hazardous materials activities. Provide final clearance air sampling upon completion of hazardous materials abatement. Provide demolition company and/or Owner with a certificate of clearance as prescribed by law stating that the Building is free of all hazardous materials and legally suitable for demolition. Contractor will accomplish the disposal of all hazardous materials-accompanying debris to an EPA-approved landfill located at \_\_\_\_\_, with copies of all manifests, transit and trip receipts confirming chain of custody of all hazardous materials.

"Hazardous substance" or "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. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other applicable Environmental Law.

Contractor \_\_\_ will \_\_\_ will not perform asbestos/hazardous materials remediation services. If Contractor performs asbestos/hazardous materials remediation services, then **Exhibit A** attached hereto shall be made a part hereof. All of the foregoing work described in Paragraph 1 and 2(a)-(d) and as prescribed in this Agreement, the Specifications attached hereto as **Exhibit B** and the Demolition Contractor Requirements For \_\_\_\_\_ County Land Reutilization Corporation document dated \_\_\_\_\_ shall be referred to herein as the "Scope of Work" or "Work." In addition, the Demolition Contractor Requirements For \_\_\_\_\_ County Land Reutilization Corporation

document dated \_\_\_\_\_ shall be incorporated as if fully rewritten as if executed in writing by both parties hereto.

Contractor agrees to supply all labor, equipment and material for this Project. All labor and material is guaranteed for a period of two years.

**GENERAL PROVISIONS**

The proposed price for the entire Scope of Work is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), comprised of work at:

<b><u>Address:</u></b>	<b><u>\$</u></b>
<b><u>Address:</u></b>	<b><u>\$</u></b>
<b><u>Address:</u></b>	<b><u>\$</u></b>

Work includes all specifications and Scope of Work identified herein or developed in the field. Payment is to be made as follows: Ninety-Percent (90%) payment within thirty (30) days of substantial completion of Contractor's work hereunder. A Ten-Percent (10%) retainage will be held for sixty days to ensure that backfill conditions are stable and grass is growing. Any progress payments or alternative payment methods, if any, are attached hereto and made a part hereof, and are only valid if executed in writing by both parties hereto. In order to receive payment, Contractor must submit **Exhibit C-1** (Payment Request Form) and **Exhibit C-2** (Receipt and Waiver of Mechanic's Lien Rights Affidavit of Subcontractor) attached hereto filled out in its entirety and submit all documents specifically referenced therein.

1. Contractor represents and warrants that all agents, subcontractors and employees are fully licensed, certified or otherwise authorized to demolish structures, haul away and test debris (if necessary) and dispose of demolition materials to legally pre-approved sites, and to the extent this Agreement includes hazardous materials remediation, to move, abate and otherwise remediate hazardous materials, wastes and/or contaminants including asbestos.

2. It is understood by Contractor that the above time schedules must strictly be adhered to. In the event that Contractor is not able to complete the Work in accordance herewith, and by the time required hereunder, Contractor shall be required to pay the sum of **\$500.00** per day as and for liquidated damages; which damages, though incapable of precise determination shall be imposed to account for any delay costs which may be imposed or asserted by any other Contractors or subcontractors, or any other person arising out of such delay.

3. The price herein shall remain fixed. No other charges, extras or additions shall be made or added to this Agreement unless first agreed to in writing by Owner. Any work

performed or extras outside the Scope of the Work herein without Owner's prior written approval shall be at Contractor's sole cost and expense.

4. Should any dispute or change in the Scope of Work be required during the Work, the inability to resolve such dispute shall not be a basis for stopping the Work. Contractor shall continue to perform all Work hereunder, to dispose of all contaminants in the Building and to do all things necessary in order to make the Building suitable for demolition as prescribed by law and this Agreement.

5. In the event any governmental authority, the Owner or any contractor developing the Site on Owner's behalf identifies unsatisfactory, defective, incomplete, or unworkmanlike work in the scope of Contractor's services herein, Contractor will, upon notice from Owner or such person, company or governmental unit immediately stop said work and immediately commence to comply with any such notice, and shall immediately correct any such problem at Contractor's expense.

6. Contractor represents and warrants that it possesses the skill, knowledge, and necessary training to demolish structures in Cuyahoga County and, if this Agreement requires, to remove, abate and/or remediate hazardous materials and contaminants as defined under any City, State or Federal statute, regulation, rule or directive, and that it will perform its work timely and in a workmanlike manner.

7. Contractor \_\_\_shall/   x   shall not secure and submit **Exhibit D** (Performance Bond) attached hereto filled out in its entirety.

8. Contractor represents and warrants that it has fully inspected the Building, and that the Scope of Work as prescribed herein is based upon said actual on-site inspection by Contractor. Contractor also acknowledges that the Work is being done for the purpose of demolishing the Building, for the development or reutilization of the Site, and that the Contractor's Work will be done in a professional and workmanlike manner.

9. Contractor agrees that all work will be done in conformity with all applicable laws of the City of \_\_\_\_\_, State of Ohio and United States of America; that all demolition permits of any government-issuing authority will be secured, and that if required by this Agreement, all hazardous materials, wastes or contaminants as referred to herein will be disposed of properly in accordance with such laws and at a legally pre-approved site. In such case, Contractor will properly inspect the Site for hazardous materials, wastes or contaminants as referred to herein as required by law and shall remove and dispose of and transport same to pre-authorized sites. Contractor shall have the hazardous materials, substances or contaminants as referred to herein (or any materials suspected of same) tested and delivered to legally certified laboratories for testing and analysis. Contractor shall maintain and deliver to Owner complete and accurate manifests and receipts accurately depicting the nature, amount and extent of all hazardous materials, substances or contaminants as referred to herein, the testing laboratories, and complete trip logs accurately showing the chain of custody of the hazardous materials as well as the receipts for pre-approved disposal sites.

10. Severable. The intention of the parties is that the terms and provisions of this Agreement apply severally to the demolition of each individual address listed herein. This Agreement shall continue to apply to any Work completed at the date of termination.

11. Termination by the Owner for Cause: The Owner may terminate the Agreement upon the occurrence of any one of the following:

- a.) refusal or failure to supply in sufficient number or with sufficient expertise properly skilled workers or proper materials after the [third (3<sup>rd</sup>)] written notification by Owner that the Contractor has refused or failed in supplying properly skilled workers or proper materials on three separate occasions, regardless of whether the refusal or failure occurred on the same Site or not;
- b.) failure to make payment to any subcontractor (Subcontractor) for materials or labor in accordance with the respective agreements between the Contractor and such Subcontractor;
- c.) [three (3)] violations of any applicable laws, statutes, ordinances, codes, rules, and regulations, or lawful orders of a public authority after [ten (10)] days' prior written notice of the third violation; or
- d.) otherwise a substantial breach of any provision of the Agreement documents and such breach remains uncured after [ten (10)] days' prior written notice of the breach from the Owner.

When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, upon written notice, terminate employment of the Contractor effective on the date stated in the notice and may, subject to any prior rights of the surety:

- a.) finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

12. Termination by the Owner for Convenience: The Owner may, at any time, terminate the contract for the Owner's convenience and without cause. Upon receipt of written notice from the Owner of such termination for the Owner's convenience the Contractor shall:

- a.) cease operations as directed by Owner in the notice;
- b.) take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- c.) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders for Work and enter into no further subcontracts or purchase orders for Work.

In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for the Work performed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work that has been substantially completed.

13. Suspension by the Owner for Convenience: The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine. The proposed completion time shall be adjusted for the time caused by suspension, delay or interruption.

### **INSURANCE AND INDEMNITY**

#### **INDEMNIFICATION**

As used herein, "Contractor" includes all Subcontractors and other parties executing any agreement, purchase order or other instrument for or on behalf of the Owner; Contractor includes anyone performing any work for or on behalf of the Owner regardless of any written instrument, and includes any person who is performing work for or on behalf of any other person or Contractor who is performing work for or on behalf of the Owner. Any party performing work for or on behalf of the Owner regardless of whether such work is pursuant to a written instrument hereby agrees to incorporate the following terms, conditions and provisions into all of its subcontracts.

The Work performed by the Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (all Contractor's sole expense) and hold harmless the Owner and affiliated companies of Owner, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, materials furnished, or services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct or Contractor, its employees or agents, whether active or passive. Contractor shall not be obligated to indemnify and defend Owners for claims found to be due to the sole negligence or willful misconduct or Indemnified Parties.

Contractor's indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified

Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

## **INSURANCE**

Upon execution of this Agreement, and prior to the Contractor's commencing any work or services with regard to the Work, the Contractor shall carry commercial general liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the Contractor shall provide the Owner with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or a substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the Owner as Additional Insured there under. Additional insured coverage shall apply as primary insurance with respect to any other insurance afforded to Owner. The coverage available to the Owner, as Additional Insured, shall not be less than \$1 million dollars Each Occurrence, \$2 million General Aggregate (subject to a per project general aggregate provision applicable to the project), \$2 million Products/Completed Operations Aggregate and \$1 million 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 duly admitted in the State of Ohio or authorized to provide such coverage in Ohio and shall be reasonably acceptable to Owner. All Contractor insurance carriers must maintain an AM Best rating of "A-" or better. Coverage shall be afforded to the Additional Insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope, and duration to ensure coverage for the Owner for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the Owner in relation to the Work. Contractor agrees to maintain the above insurance for the benefit of Owner for a period of three (3) years, or 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 give the Owner at least 30 days' prior written notice of cancellation and termination of the coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the Contractor shall supply the Owner with a new and replacement Certificate of Insurance

and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of Owner as set forth above.

Additionally and prior to commencement of the Work, the Contractor shall provide the Owner with a Certificate of Insurance showing liability insurance coverage for the Contractor and any employees, agents, or Subcontractors or sub-Subcontractors for any Workers' Compensation, Employer's Liability and Automobile Liability. In the event any of these policies are terminated, Certificates of Insurance showing replacement coverage shall be provided to Owner. Coverage shall be no less than the following:

Workers' Compensation and Employers' Liability Insurance: As required by law and affording thirty (30) days written notice to Owner 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.

Business Auto Liability Insurance: Written in the amount of not less than \$1,000,000 each accident.

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

### **MISCELLANEOUS**

It is the intention of the parties that internal laws of the State of Ohio (irrespective of its choice of law principles) shall govern the validity of this Agreement. Any action initiated by any party under this Agreement shall be brought only in the courts of proper jurisdiction located in \_\_\_\_\_ County, Ohio. Each of the parties submits to the exclusive jurisdiction of any state or federal court sitting in the State of Ohio, in any action or proceeding arising out of or relating to this Agreement.

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 application of such provisions to other persons or circumstances 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 provisions of this Agreement with valid and enforceable provisions which will achieve, to the extent possible, the economic, business and other purposes of the invalid or unenforceable provisions.

**Contractor:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_  
Title

\_\_\_\_\_ **County Land Reutilization  
Corporation**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit A**  
**Additional Specifications for**  
**ASBESTOS/HAZARDOUS MATERIALS ABATEMENT AGREEMENT**

"Hazardous substance" or "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. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), or any other applicable Environmental Law.

**Environmental**

**1. 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 at all times keep the Site of the Work 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 of the Work in a safe and proper condition.
- C. Contractor shall comply with all federal, state and local environmental statutes, ordinances and regulations ("Environmental Laws"), including emergency planning and community right-to-know laws, and shall, in cooperation with owner when necessary, 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 or hazardous substances on the Site of the Work, or allow such materials or substances to be released to the environment; provided, however, that Contractor may store such materials and substances temporarily in approved tanks or containers, in accordance with all Environmental laws and with the approval of Owner, 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 the Site of the Work 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 Owner for any liability and expense imposed upon Owner because of any act or water, air or land pollution

resulting from the activities of Contractor or Contractor's employees, Subcontractors or agents.

## **2. Friable Asbestos/Hazardous Materials**

- A. If Contractor is responsible for hazardous materials abatement at the Work Site, then, 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 the Site. The Asbestos/Hazardous Materials Abatement Contractor may be the Contractor or a sub-contractor; but, in either event, a copy of the 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. Contractor has such a license or agrees to retain a contractor who possesses such a valid license.
- B. Removal and disposal of hazardous materials/friable asbestos shall be performed in compliance with all applicable local, state and federal laws and regulations. The Contractor shall be responsible for insuring that 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 commissioner of the Division of Air Pollution Control, City of Cleveland, 2735 Broadway Avenue, 216-664-3500.

## **3. Non-Friable Asbestos/ Hazardous Materials**

- A. If so required, the Contractor shall be responsible to remove and properly dispose of any non-friable asbestos/hazardous materials on the Site. Non-friable asbestos/hazardous materials containing more than one (1) percent asbestos by weight that hand pressure cannot crumble, to be pulverized or reduced to powder when dry. Asbestos shingle siding has been determined to be in a non-friable form. The following procedure is recommended for proper removal of asbestos shingle siding or other non-friable asbestos/hazardous materials:
  - i. Remove non-friable asbestos materials as units, or in sections, to the greatest extent possible.
  - ii. Adequately wet the non-friable asbestos materials to prevent the generation of dust when separating, cutting or breaking up these asbestos materials.
  - iii. Discharge no visible emissions of hazardous materials to the ambient air.
  - iv. 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.
  - v. 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**  
**DEMOLITION SPECIFICATIONS**  
**For the property located at**

\_\_\_\_\_

**INSERT CONTRACTOR'S EXHIBIT B HERE**

SAMPLE \_\_\_\_\_ COUNTY LAND REUTILIZATION CORPORATION  
 [ADDRESS]  
 RE: DEMOLITION OF CLRC OWNED PROPERTY

## Utility Disconnect Request

<b>Please be advised that:</b> <b>[Contractor], [Contractor Address]</b> <b>is under contract to perform demolition work on</b> <b>behalf of the _____ County Land Bank</b>	<b>PHONE:</b> <b>FAX:</b>	<b>DATE:</b> <b>xdate1</b>
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<b>ATTN:</b>	<b>FAX:</b>
CEI—Customer Service	(877) 289-6374
CPP	(216) 420-8722 (or call 216-664-4600)
Dominion East Ohio Gas—Construction Support Team	(866) 757-6099
Water Department (City of city)	

Please disconnect and abandon service at the following properties:

**xaddress1, city (p.p.n. xppn1)**

**xaddress2, city (p.p.n. xppn2)**

**xaddress3, city (p.p.n. xppn3)**

These properties are under contract to be demolished. If there are questions or issues regarding this request, please call \_\_\_\_\_, Field Services Supervisor, \_\_\_\_\_ County Land Bank, at \_\_\_\_\_

Thank you.

Cc: _____, _____ County Land Bank	<b>O.U.P.S.: (800) 362-2764 (or 8-1-1)</b>
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**Exhibit C-1  
PAYMENT REQUEST FORM**

\_\_\_\_\_  
Date

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The \_\_\_\_\_ County Land Reutilization Corporation (CLRC) requested that the following type of work be completed at a property located at \_\_\_\_\_ in \_\_\_\_\_, Ohio, that has the Permanent Parcel Number of \_\_\_\_\_.

- |  |   |
|--|---|
| <input type="checkbox"/> Asbestos Survey | <input type="checkbox"/> Asbestos Abatement |
| <input type="checkbox"/> Demolition      | <input type="checkbox"/> Tree Removal       |
| <input type="checkbox"/> Rehabilitation  |   |
| <input type="checkbox"/> Other _____     |   |

Attached as documentation/evidence of completed work performed by our company are the following items.

- Copies of Permits (city, water, and sewer)
- Dump Tickets
- Site Photos (before and after)
- Other \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature for payment request

**Exhibit C-2**

**RECEIPT AND WAIVER OF MECHANICS' LIEN RIGHTS  
AFFIDAVIT OF SUBCONTRACTOR**

\_\_\_\_\_  
The undersigned acknowledges having received payment of

\_\_\_\_\_  
(Amount Paid)

From the \_\_\_\_\_ **County Land Reutilization Corporation** in \_\_\_ full or \_\_\_ partial payment of all

\_\_\_\_\_  
(Kind of Material or Labor)

To (or performed at) \_\_\_\_\_  
(Street Address or Legal Description)

And for value received hereby waives all rights which may have been acquired by the undersigned to file mechanics' liens against said premises for labor, skill or material furnished to said premises prior to the date hereof.

The undersigned also hereby attest that all material and labor in regards to the above reference job, have been paid to date.

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Write Legibly

\_\_\_\_\_  
Address

Vendor# \_\_\_\_\_

Check# \_\_\_\_\_

**State of Ohio**

**County of** \_\_\_\_\_

Sworn to, acknowledged and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_ as to \_\_\_\_\_ as his/her free act and deed.

\_\_\_\_\_  
NOTARY

My Commission Expires: \_\_\_\_\_

**Exhibit D**  
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned  
\_\_\_\_\_, as Principal, and  
\_\_\_\_\_, as Surety, are hereby held and firmly  
bound unto the \_\_\_\_\_ County Land Reutilization Corporation ("CLRC") the penal  
sum of \$\_\_\_\_\_ Dollars (\$\_\_\_\_\_)

For the payment of which well and truly to be made, we hereby jointly and severally bind our heirs, our executors, administrators, successors, assigns and ourselves by these presents. The Conditions of this obligation are such that whereas the above named Principal did on the \_\_\_\_ day of \_\_\_\_\_, AD 20\_\_ enter into the Contract hereto attached with the said CLRC, which said Contract is made a part of this Bond the same as if fully set forth herein:

NOW, if the said party of the second part in the aforesaid Contract shall well and truly execute all and singular the stipulations by it to be executed and shall fully perform the work therein specified, in a good and workmanlike manner and do and perform all singular the terms, conditions, requirements of the Plans, Specifications and Contract, and shall indemnify and save harmless the CLRC from all suits and actions of every name and description brought against the CLRC, its agents, or any officer of said CLRC, for, or on account of any injury or damage to person or property arising from, or growing out of the construction of the work in the said contract specified to be done, or the doing of any work therein described, and shall indemnify and save harmless CLRC from any and all suits and expense over and above the expense included in the Contract price, for the improvements that may be involved in the work contracted for, or any of the parts thereof, or in the use of said work or any of the parts thereof, and if said party of second part shall defend, at its proper cost, and expense any and all suits, actions of every kind whatsoever, that may be brought against CLRC by reason of the use of said work or any of the parts thereof, and further from all liens, charges, claims, demands, loss, costs and damages of every kind and nature whatsoever, and shall pay all lawful claims of Subcontractors, material men, and laborers for labor performed, and for materials furnished in the carrying forward, performing or completing of said Contract, then those obligation shall be void, otherwise shall be remain in full force and virtue in law. We, hereby agreeing and consenting that this undertaking shall be for the benefit of any laborer or materialmen having a just claim against the CLRC . Further that the parts of the foregoing Contract, may, from time to time, and as often as they see fit, make any additions to, omissions from, or modifications of the work, Plans or Specifications, the said Surety herein 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 therefore, shall in any wise affect the

obligations of said Surety on its Bond; it being expressly understood and agreed that the liability of the Surety for any all claims hereunder shall, in no event exceed the penal amount of this obligation as herein stated.

WITNESS our signatures the \_\_\_\_ day of \_\_\_\_\_, AD 20 \_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_

PRINCIPAL

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
SURETY