

ATTACHMENT A: BID FORM

CITY OF HILLSBORO, OHIO BID FORM

PROJECT: DEMOLITION OF STRUCTURES AND CATAWBA TREES

1. Bidder Information:

- Company Name: _____
- Contact Person: _____
- Address: _____
- Phone: _____
- Email: _____

2. Bid Amount:

Demolition and lawful disposal of all structural elements	\$
Clearing and lawful disposal of bushes, brush, and dead or specified trees (Catawba trees)	\$
Compacted backfill with clean fill materials to existing grade	\$
Site restoration (topsoil, seeding, straw)	\$
Other expense (explain)	\$
Total Bid	\$

Estimated Completion Time: _____ days

3. Acknowledgment:

I, the undersigned, certify that I have read and understand the bid requirements and will comply with all specifications outlined in the Request for Bids.

Signature: _____

Date: _____

ATTACHMENT B: SITE MAP

PARCEL NOS. 25-25-001-048.00, 25-25-001-049.00, 25-25-001-050.00, 25-25-001-051.00, 25-25-001-052.00, 25-25-001-053.00



**DEMOLITION INCLUDES ALL STRUCTURES ON PREMISES AND
CATAWBA TREES.**

ATTACHMENT C: SAMPLE CONTRACT

DEMOLITION AGREEMENT

Owner, the City of Hillsboro, 130 N High Street Hillsboro, OH 45133 and Contractor _____ have entered into this Abatement and Demolition Agreement ("Agreement") made as of the date signed by Owner (the "Effective Date"). The Project consists of, but is not limited to, the demolition of PARCEL NOS. 25-25-001-048.00, 25-25-001-049.00, 25-25-001-050.00, 25-25-001-051.00, 25-25-001-052.00, 25-25-001-053.00, to the extent not inconsistent with this Agreement (the "Project"). The Owner and Contractor agree as follows:

1. WORK.

1.1. Contractor will furnish all the labor, services, materials, plant, equipment, tools, scaffolds, appliances, and all other things (collectively called the "Work") necessary for the timely and proper completion of the Project.

1.2. Contractor must at all times furnish sufficient skilled workers, materials, and equipment to perform the Work in strict conformance with the Contract Documents and to the entire satisfaction of Owner, so as to complete the Project by the Date for Substantial Completion. All materials and equipment provided must be new, free from all defects, fit for the purpose for which intended, and merchantable.

1.3. Contractor will assign a competent Project Supervisor. At the Owner's request, Contractor will replace the Project Supervisor, provided that the request is reasonable. Owner will not be responsible for the acts or omissions of the Project Supervisor or his assistants.

2. CONTRACT DOCUMENTS.

2.1. The Contract Documents consist exclusively of the following documents incorporated by reference:

- A. Owner-Contractor Agreement, including all bid packet documents;
- B. Contract Bond; (IF APPLICABLE)
- C. Modifications issued after the execution of the contract, including:
 - i. A written amendment to the Agreement signed by both parties;
 - ii. A Change Order; or
 - iii. A Construction Change Directive

2.2. Contractor will use the State of Ohio Subcontract Form for all subcontracted Work, in accordance with ORC Section 153.503(C) and OAC Section 153:1-3-02.

2.3. Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Days shall mean calendar days unless noted otherwise.

3. OWNER REPRESENTATIVE AND DESIGN PROFESSIONAL.

3.1. There is no Design Professional for the Project. Any incidental design services needed for the Project shall be provided by the Contractor. In doing so, the Contractor shall use its best efforts, best skills, and best judgment in providing such services for the Project in accordance with the professional standards. In performing services hereunder, the Contractor shall determine the requirements of the applicable law, rules, and regulations of jurisdictions having authority, including, but not limited to, building codes, so that the Work and the resulting Project will comply with all such requirements.

3.1.1. Submittals. Contractor shall provide the Owner with shop drawings, diagrams, and other data prepared for the Work identifying the plan for demolition of the Project, not to be incorporated as Contract Documents, but for the purpose of demonstrating to the Owner how the Contractor proposes to conform to the intent for the Work expressed in the Contract Documents. These submittals shall be provided to the Owner prior to commencement of the Work and with reasonable promptness and in such sequence as to cause no delay in the Work should the Owner object to the plan. Owner is not required to provide approval of the submittals, but, if provided, such approval is for the limited purpose of acknowledging conformance with the intent for the Work expressed in the Contract Documents, and does not relieve the Contractor of its obligations under section 14 (warranties) or other provisions of the Contract Documents, nor constitute approval of safety precautions, or construction means, methods, techniques, sequences, or procedures.

3.2. Lauren Walker City of Hillsboro, Ohio Phone: 937.393.5219 ext 1004 Email: lwalker@hillsboroohio.net, is the Owner's Representative with respect to all matters involving Owner.

3.2.1. Except as specifically stated to the contrary elsewhere in this Agreement, Contractor will direct all communications through the Owner's Representative.

3.3. Contractor will coordinate the Work with the Owner and Owner's separate contractors, consultants, or other agents. Contractor will provide access to the Work at all times.

4. TIME FOR COMPLETION AND PROJECT COORDINATION.

4.1. Contract Time. The Work shall commence as of the Effective Date of this Agreement (the "Date of Commencement"), with all associated Work being completed on or before _____, **2025** (the "Date for Substantial Completion").

4.1.1. Substantial Completion. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. Notwithstanding anything in the Contract Documents to the contrary, this shall include, but is not limited to, start up and successful testing of all systems and equipment.

4.1.2. Following Substantial Completion of the Work or a designated portion thereof, as by the Owner, and Owner's receipt of consent of the Contractor's surety, if any, the Owner shall make a payment of retainage applying to such Work. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents. The Owner is entitled to withhold 200% of the value of such incomplete or nonconforming Work.

4.1.3. Date of Final Completion. Final Completion shall mean that the Work is complete in all respects in accordance with the Contract Documents and the Contractor has submitted to the Owner all required documents. The date of Final Completion shall be within **21** calendar days from the Date of Substantial Completion.

4.2. Time is of the Essence. THE DATES IN THE CONTRACT DOCUMENTS ARE OF THE ESSENCE OF THIS AGREEMENT. CONTRACTOR WILL PROSECUTE ITS WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, INCLUDING ANY AMENDMENTS THERETO.

4.3. Contractor's Construction and Submittal Schedules

4.3.1. The Contractor shall prepare for Owner's review and approval the construction schedule ("Construction Schedule") and a corresponding detailed schedule of values pursuant to the Ohio Revised Code Section 153.13 within seven (7) calendar days after the Effective Date. The schedule of values must be broken out into labor and materials for each line item. The Contractor shall prepare the Construction Schedule in Critical Path Method ("CPM") format

unless provided otherwise in the Contract Documents or otherwise in writing by the Owner. Each major category of Work shall be shown separately in the Construction Schedule with all the significant activities involved, showing durations of time, manpower requirements, and restraints. The Construction Schedule is for the purpose of coordinating the timing, phasing, and sequence of the Work of the Contractor and shall not change or modify the Date for Substantial Completion. The Date for Substantial Completion shall only be changed or modified by Change Order, other Modification, or a Claim that is Finally Resolved, regardless of the dates in the Construction Schedule.

4.3.1.1. The Contractor shall update the Construction Schedule each month;

4.3.1.2. The Construction Schedule shall be manpower loaded;

4.3.1.3. The Contractor shall, on a weekly basis, prepare and submit to the Owner a written report describing the activities begun or finished during the preceding week, Work in progress, expected completion of the Work, a look- ahead projection of all activities to be started or finished in the upcoming two (2) weeks, including without limitation the Contractor's workforce crew size and total resource hours associated with such Work and any other information requested;

4.3.1.4. The float in the Construction Schedule and any updates to it shall belong to the Owner. Float shall mean the amount of time by which activities may be delayed without affecting the Date for Substantial Completion; and

4.3.1.5. The Contractor's obligation to submit requested scheduling information is a material term of its Contract. If the Contractor fails to submit requested scheduling information in writing within five (5) days of a request for such information from the Owner, the Contractor shall pay and the Owner may withhold from the Contractor Liquidated Damages at the rate of Fifty Dollars (\$50.00) a day for each calendar day thereafter that the Contractor fails to submit the requested information.

4.3.2. The Contractor shall perform the Work in accordance with the most recent Construction Schedule submitted to the Owner, provided that the Contractor shall comply with any orders under Section 4.3.3. However, preparation of such schedule shall not constitute a waiver of the Owner's rights under the Contract to have the Work completed by the Date for Substantial Completion.

4.3.3. If the Owner determines that the performance of the Work has not progressed so that it is likely that the Contractor will not achieve Substantial Completion of its Work by the Date for Substantial Completion, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the Work, including, without limitation: (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities, and (iii) other similar measures ("Corrective Measures"). If the Owner orders the Contractor to take such corrective measures, the Contractor shall take and continue such Corrective Measures until the Owner is satisfied that the Contractor is likely to achieve Substantial Completion of its Work by its Date for Substantial Completion.

4.3.3.1. The Contractor shall not be entitled to adjustment in the Contract Sum in connection with the Corrective Measures required by the Owner pursuant to this Section 4.3.3, unless the Contractor is able to establish that it is entitled to additional compensation under the terms of the Contract Documents.

4.4. Delays and Accelerations.

4.4.1. Notice of Delays. Contractor will give Owner written notice of any delay affecting its Work in the form and with the information specified in the Contract Documents within forty-eight (48) hours of the commencement of the delay; provided that the 48-hour notice will be extended

to ten (10) days for unusually severe weather conditions not reasonably anticipatable. The failure to give the required notice constitutes an irrevocable waiver of Contractor's right to seek an extension of time and/or additional compensation/damages for the delay.

4.4.2. Acceleration of the Work. Owner may require Contractor to accelerate its Work by adding workers or working additional shifts, extended shifts or overtime, so that the Work is in final form before the Date for Substantial Completion. If Owner requires Contractor to accelerate its Work, Contractor will within five (5) days take the required action, and Owner thereafter will issue a Change Order increasing the Contract Sum to pay for Contractor's additional costs of accelerating its Work so that the Work is in final form before the Date for Substantial Completion. If there is a dispute as to whether Contractor is entitled to a Change Order for accelerating its Work, Contractor must proceed to accelerate its Work without waiting for a Change Order or payment of any additional compensation, but may reserve its right to make a claim against Owner for its additional costs incurred in accelerating its Work. Contractor's additional costs for accelerating its Work will be determined in accordance with Section 4.4.3.

5. CORRECTIVE ACTION.

5.1. If Owner determines that Contractor is in default by not cooperating or coordinating its Work properly with its subcontractors, not supplying sufficient skilled workers, not cleaning up the Project, not furnishing the necessary materials, equipment, or any temporary services or facilities to perform the Work in strict conformance with the Contract Documents, or Contractor is not on schedule, or is not otherwise performing its obligations under the Contract Documents, CONTRACTOR MUST, WITHIN TWO (2) BUSINESS DAYS AFTER NOTICE OF SUCH DETERMINATION, (1) COMMENCE SUCH ACTION AS IS NECESSARY TO CORRECT THE DEFICIENCIES NOTED BY OWNER, (2) PROCEED TO CORRECT SUCH DEFICIENCIES WITHIN FIFTEEN (15) DAYS OF SUCH NOTICE OR, (3) IF OWNER INSTRUCTS CONTRACTOR TO TAKE URGENT CORRECTIVE ACTION TO PROTECT PERSONS OR PROPERTY, IMMEDIATELY TAKE SUCH CORRECTIVE ACTION, including but not limited to increasing the number of skilled workers, providing temporary services or facilities, and cleaning up the Project. Such corrective action shall be taken and continued without interruption and without waiting to initiate any dispute under this Agreement or the resolution of any dispute initiated under this Agreement. Failure to comply with this provision shall be an additional default.

6. COMPENSATION.

6.1. Contract Sum. The Contract Sum to be paid by Owner to Contractor, as provided herein, for the satisfactory performance and completion of the Work and all of the duties, obligations and responsibilities of Contractor under this Agreement and the other Contract Documents is \$_____.

6.2. The Contract Sum includes all federal, state, county, municipal, and other taxes imposed by law, including but not limited to any sales, use, and personal property taxes payable by or levied against Contractor on account of the Work or the materials incorporated into the Work. Contractor is responsible to pay any such taxes.

6.3. The Contract Sum includes fees and costs for any required building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time negotiations are concluded. Contractor is responsible to secure any such permits, fees, licenses, and inspections.

6.4. Liquidated Damages.

6.4.1. Contractor must achieve Substantial Completion by the date stated in Section 4.1. By entering into this Agreement, Contractor agrees that the period for performing the Work is reasonable and that Contractor can achieve Substantial Completion by the date stated in this Agreement.

6.4.2. If Contractor does not achieve Substantial Completion of its Work on the Project by the Date for Substantial Completion stated in Section 4.1, Contractor shall pay the Owner (and the Owner may set off from sums coming due Contractor) liquidated damages in the per diem amount stated in the following chart for each calendar day beyond the Date for Substantial Completion, as may be modified in accordance with the Contract Documents, that the Contractor fails to achieve Substantial Completion.

Contract Sum Amount	Dollars Per Day
\$0.01 to \$50,000.00	\$100.00
\$50,000.01 to \$150,000.00	\$200.00
\$150,000.01 to \$500,000.00	\$300.00
\$500,000.01 to \$750,000.00	\$400.00
\$750,000.01 to \$1,000,000.00	\$500.00
\$1,000,000.01 to \$2,000,000.00	\$700.00
More than \$2,000,000.01	\$1,000.00

6.4.3. Contractor acknowledges by signing this Agreement with Owner that the amount of liquidated damages represent a reasonable estimate of the actual damages Owner would incur if the Work is not substantially complete by the foregoing date and that the damages that may result from the failure to substantially complete the work by the foregoing date are uncertain and difficult to ascertain. No waiver of consequential damages shall preclude the Owner from recovering liquidated damages.

6.4.4. Nothing in this Section 6.4 shall preclude the Owner from recovering its actual damages from the Contractor for third-party claims against the Owner or damages not associated with delay.

7. PAYMENT AND RETAINAGE.

7.1 Payment

7.1.1. Applications for Payment. Payment applications shall be submitted on a monthly basis and shall reflect the amount of Work completed as of the date the application for payment is submitted consistent with the schedule of values. Payment applications must be received by the Owner not later than the fifteenth (15th) day of the month; payment applications received after the 15th day of the month will be deemed to be received in the following month and will be held for payment during the following payment period. With each application for payment the Contractor shall submit one copy of the following documentation:

- (a) Invoice for Work performed and materials and equipment provided for the previous pay period;
- (b) If required for the Project, the Certified Payroll Report for payment of prevailing wages;
- (c) Lien waivers from itself and all subcontractors, suppliers, and any other party that performed Work or supplied materials for the Project in a form acceptable to the Owner for the Work performed during the current billing period; and
- (d) Such other supplemental information as the Owner may require. Such other

information may include a schedule of all materials and equipment stored on site.

7.1.2. Owner may withhold payment in whole or in part, and may demand that Contractor refund amounts previously paid, to protect Owner from loss because of:

- (a) Contractor's default or failure to perform any of its obligations under the Contract Documents, including but not limited to: failure to provide sufficient skilled workers; Work, including equipment or materials, which is defective or otherwise does not conform to the Contract Documents; failure to conform to the Contract Time or Construction Schedule; and failure to follow the directions of or instructions from Owner;
- (b) Contractor's default or failure to perform any of its obligations under another contract that it has with Owner;
- (c) The filing of third party claims, or reasonable evidence that third party claims have been or will be filed;
- (d) The Work has not proceeded to the extent set forth in the application for payment;
- (e) Any representations made by Contractor are untrue;
- (f) The failure of Contractor to make payments to its Subcontractors;
- (g) Damage to Owner's property or the property of another person or laborer;
- (h) The determination that there is a substantial possibility that the Work cannot be completed for the unpaid balance of the Contract Sum; and/or
- (i) Liens filed or reasonable evidence indicating the probable filing of such liens.

7.1.3. Owner will pay Contractor within thirty (30) days after receipt of the Contractor's payment application, provided that the payment application has been properly submitted on a timely basis and is accompanied by all of the required documentation. Amounts unpaid after thirty (30) days after Owner's receipt of the payment application shall bear interest at the rate of zero percent (0%).

7.2. Retainage.

7.2.1. Amount of Retainage.

7.2.1.1. Payments for Labor. Payments for labor incorporated into the Work will be at the rate of 92% of the amount set forth in Contractor's payment application and approved by Owner until the Work is 50% complete, unless the parties agree otherwise. When the Work is 50% complete, the payment for labor incorporated into the Work will be at the rate of 100% of the amount set forth in Contractor's payment application and approved by Owner.

7.2.1.2. Payments for Materials and Equipment. Payments for materials and equipment will be at the rate of 92% of the invoice cost of materials and equipment delivered to the Project site or other storage site approved by Owner. The balance of the invoice cost will be payable when the materials or equipment are incorporated into the Work. Incorporated into the Work means such materials and equipment are installed and conform to the requirements of the Contract Documents. When payment is made on account of materials or equipment not yet incorporated into the Project, such materials and equipment will become the property of Owner; provided that if such materials or equipment are stolen, destroyed, or damaged before being fully incorporated into the Project, Contractor shall be required to replace them at its expense.

7.2.2. Interest on Retainage.

7.2.2.1. Contractor agrees that Owner may hold retained amounts in the project construction fund and is not required to deposit the retained funds into a separate interest-bearing savings account. The balance of the retained funds, plus interest, will be paid to Contractor as its final payment for the Project, less any amounts needed to cover damages or costs incurred by Owner related to the Work.

7.2.2.2. In Lieu of the provisions of Section 7.2.2.1, the Contractor may request to have the Owner instead deposit the retained funds, when the Work is 50% complete, into a separate escrow account governed by an escrow agreement, employing an escrow agent, by providing written notice to the Owner of the request prior to the submission of the first pay application. If the Contractor so requests, the Contractor will be responsible for all expenses associated with the escrow agent and escrow account beyond the interest income from the account, and the change and expense must be expressly documented in a change to the contract. If the Contractor does not request an escrow account prior to submission of the first pay application, the Contractor will be deemed to have waived its rights under ORC 153.63 to have the retained funds so deposited and governed by an escrow agreement.

7.3. Documentation. Upon request, Contractor immediately will supply Owner with requested information so as to verify the amounts due to Contractor, including but not limited to original invoices for materials and equipment and documents showing that Contractor has paid for such materials and equipment, and so as to verify that amounts due laborers, subcontractors, and materialmen have been paid to them.

7.3.1. The final application for payment shall be itemized and submitted after completion of the Work specified for the Project. Contractor shall ensure that the final application for payment shall contain one (1) copy of each of the following documents, if not previously delivered to Owner:

- (a) All items required in Section 7.1.1;
- (b) Contractor's Certificate of Insurance;
- (c) Contractor's Workers' Compensation Certificate;
- (d) Consent of Contractor's Surety to Payment;
- (e) An assignment to Owner of all warranties obtained or obtainable by Contractor from manufacturers and suppliers of equipment and materials incorporated into the Work by written instrument of assignment in a form acceptable to Owner; and
- (f) Such other documentation as required by the Contract Documents, Owner, or applicable law, including but not limited to, the final certified payroll report and required Affidavit of Compliance if Prevailing Wages are required for the Project.

7.3.2. The making of Final Payment by Owner does not constitute a waiver of Claims by Owner for the following:

- (a) Liens, Claims, security interests, or encumbrances arising out of the Contract Documents that are unsettled;
- (b) Failure of the Work to comply with the requirements of the Contract Documents;
- (c) Terms of warranties required by the Contract Documents;
- (d) Claims for Indemnification;
- (e) Claims about which Owner has given Contractor notice; or
- (f) Claims arising after Final Payment.

8. CHANGES IN THE WORK.

8.1. Change Orders.

8.1.1. A Change Order is a written instrument signed by Owner and Contractor stating their agreement upon a change in the Work, the amount of the adjustment or the method for

computing the amount of the adjustment of the Contract Sum, if any, and the extent of the adjustment in the Contract Time, if any.

8.1.2. All Change Orders shall be submitted with any supporting documentation requested by the Owner in advance of the performance of the Work that is the subject of the Change Order and must be approved by the Owner in writing in advance of the performance of the Work that is the subject of the Change Order.

8.1.3. The agreement on any Change Order shall constitute a final settlement of all matters relating to the change in the Work that is the subject of the Change Order, including but not limited to all direct, indirect, and cumulative costs that include reasonable overhead and profit associated with such change and any and all adjustments to the Contract Sum and in the Contract Time. Total cumulative overhead and profit for Contractor and all Subcontractors on any add or deduct Change Order shall not exceed 15% of the total cost of labor and material. The Contractor shall not proceed with any change in the Work without a signed Change Order. The Contractor's failure to timely seek and obtain such authorization as specified herein, shall constitute an irrevocable waiver by the Contractor of an adjustment to the Contract Sum or the Contract Time for the related work.

8.2. Construction Change Directives.

8.2.1. A Construction Change Directive is a written order prepared and signed by the Owner, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

8.2.2. A Construction Change Directive shall be used in the absence of total agreement of a Change Order.

8.2.3. Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Owner of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

8.2.4. When the Owner and Contractor agree with adjustments in the Contract Sum and Contract Time, such agreement shall be effective immediately, and the Owner will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

8.2.5. If the Contractor disagrees with the adjustment in the Contract Time or the Contract Sum, the Contractor may make a Claim in accordance with applicable provisions of Article 9.

9. CLAIMS AND DISPUTES.

9.1. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment, or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the terms of the Contract Documents, provided that Owner's decision to adjust or withhold payment under Section 7.1.2 will not be considered a Claim. The responsibility to substantiate claims shall rest with the party making the Claim. Contractor will not knowingly (as "knowingly" is defined in the federal False Claims Act, 31 U.S.C. Section 3729, *et seq.*) present or cause to be presented a false or fraudulent Claim. As a condition precedent to making a claim, Contractor must submit an affidavit sworn to before a notary public or other person authorized to administer oaths in the State of Ohio and executed by an authorized representative of Contractor, which states that:

The Claim submitted herewith complies with Section 9.1 of the Owner-Contractor Agreement, which provides that "Contractor will not knowingly present or cause to be presented a false or fraudulent Claim."

10. MISCELLANEOUS.

10.1. In event that any of the provisions of this Contract are violated by the Contractor or by any of his Sub-Contractors, Owner may serve written notice upon the Contractor and the Surety of its intention to terminate said Contract, such notice to contain the reasons for such intentions to terminate the Contract, and unless within 10 days after the serving of such notice upon the Contractor, such violation shall cease and satisfactory arrangements for correction be made, the Contract shall upon the expiration of said 10 days cease and terminate. In event of any such terminations the Owner shall immediately serve notice thereof upon the Surety and Contractor, and the Surety shall have the right to take over and perform the Contract, provided, however, that if the Surety does not commence performance thereof within 15 days from the date of the mailing to such Surety of notice termination, The Owner may take over the Work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of the Contractor, and the Contractor and his Surety shall be liable to The Owner for any excess cost occasioned by the Owner thereby, and in such event The Owner may take possession of and utilize the completing the Work, such materials and equipment as may be on the site of the Work and necessary therefore.

10.2. To the maximum extent permitted by law, Contractor shall indemnify and hold harmless the Owner and Owner's consultants, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' and consultants' fees, arising out of or related to performance of the Work, including but not limited to the failure of Contractors to perform its obligations under the Contract Documents, any claims for bodily injury, sickness, disease, or death or to injury to or destruction of or loss of use of real or personal property, claims for additional storage and handling charges, liens against funds, claims related to the alleged failure of the Contractor to perform in accordance with the Contract Documents, and/or claims related to the removal, handling, or use of any hazardous materials. Owner may withhold amounts equal to any sums for which it is entitled to be indemnified from the amount otherwise due Contractor under the Contract Documents.

10.3 The Contractor shall not commence work under the Contract until he has obtained the Insurance required under this paragraph, nor shall the Contractor permit any Sub-Contractor to commence work on his Sub-Contract until the Insurance required of the Sub-Contractor has been so obtained.

(a) The Contractor and Sub-Contractor shall procure and maintain during the life of the Contract, Workman's Compensation Insurance for all of his employees engaged in work under this Contract.

(b) The Contractor and Sub-Contractor shall procure and shall maintain during the life of the Contract, Public Liability Insurance in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person and subject to the same limit for each person in an amount of not less than \$1,000,000.00 on account of each accident and Property Damage Insurance in an amount not less than \$1,000,000.00.

(c) The Contractor shall procure and shall maintain during the life of the Contract, Motor Vehicle and Hired and Non-Ownership Motor Vehicle, Bodily Injury Insurance (Comprehensive Form) in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person, and in an amount not less than \$1,000,000.00 for each accident, and property damage in an amount not less than \$1,000,000.00 for each accident.

(d) The Contractor and Sub-Contractor shall procure and maintain, during the life of the Contract, Owner's and Contractor's Protective Public Liability and Property Damage Insurance in the name of the Owner in an amount not less than \$1,000,000.00 for injuries, including accidental death, to each person, and subject to the same limit for account of each accident, and Property Damage Insurance in an amount not less than \$100,000.00 each accident, and \$1,000,000.00 aggregate.

Said Insurance shall include specific coverage and endorsement shall contain specific language as follows: "It is hereby understood and agreed that such Insurance as it is afforded shall include specific coverage for the so-called Explosion, Collapse and Underground hazards, which covers damage to property arising directly or indirectly from explosion, damage or structural injury to buildings or adjacent structure arising from operations under this Contract."

10.4. This Agreement is governed by the State of Ohio and legal proceedings arising from this contract shall be heard in the courts of Highland County, Ohio.

IN WITNESS WHEREOF, the parties have executed this contract as of the date first above written.

City of Hillsboro, Ohio

By: _____

Title: _____

Date: _____

Contractor: _____

By: _____

Title: _____

Date: _____