

**MONTGOMERY COUNTY LAND REUTILIZATION CORPORATION
DEMOLITION CONTRACT**

This Demolition Contract ("Contract") is made and entered into this _____ day of _____, 201__, by and between the Montgomery County Land Reutilization Corporation, an Ohio corporation for non-profit (the "Land Bank") and _____, a(n) _____ (the "Contractor") for the _____ project in pursuance of the following to wit:

WITNESSETH: That the parties hereto for themselves, their heirs, administrators, executors and successors, have agreed that the Contractor shall furnish all the necessary appliances, tools, materials and labor of every description and carry out and complete in a good workmanlike manner the aforesaid work in accordance with the Plans and Specifications for this project with supplements and changes thereto.

All provisions contained in the "Montgomery County Land Reutilization Corporation Supplemental Specifications to Demolition Contract", "Neighborhood Initiative Program Building Demolition and Site Restoration Request for Qualifications, October 2014 (Supplemental Specifications)," "Request for Bid," "The General Provisions, Section 100 of the City of Dayton (COD), Department of Public Works, Division of Civil Engineering, Construction and Material Specifications, dated October 1, 2008 (CMS) (excluding Section 111)," "Amendments to the City of Dayton General Provisions," "Project Specifications," "Special Provisions," "Plans," "Notices to Contractor," and "Addenda" are hereby embodied as part of this Contract, as though they were attached hereto, and together are the "Contract Documents." When provisions in the Supplemental Specifications or the Demolition Contract are in conflict with the CMS, the Supplemental Specifications and Demolition Contract shall prevail.

It is further agreed that the Contractor shall assume all responsibility for the work and take all precautions preventing injuries to persons and damage to property on or about the work. The Contractor shall assume the defense of, and shall indemnify and save harmless, the Land Bank and its directors, officers, employees, representatives, and agents from all claims relating to injury to any or all persons or damage to property, which claim or claims are connected with or arise out of or are incidental to the work to be performed under this Contract.

The Land Bank will retain 10% of all project payments for a period of 90 days after an invoice for payment is submitted to insure the satisfactory completion of work. Payments will be made only upon the completion of the entire contract with the exception of landscaping, which may be held until conditions allow for implementation. The Land Bank specifically reserves the right to deposit any disputed funds, payments, or claims into an escrow account and to discharge all or any further obligation by the Land Bank by reason of such deposit into escrow.

It is further agreed that the Land Bank will pay therefore the price named and set forth in the Contractor's Bid, subject to the terms and conditions of this Contract, the total being the sum of:

_____ DOLLARS

The actual sum to be paid, however, will be the aggregate total determined by the work actually performed by the Contractor pursuant to the Contract, calculated upon the unit price as set forth in the Bid.

IN WITNESS WHEREOF, the parties of this Contract have hereunto set their hand and seals.

Dated the day and year first herein written.

MONTGOMERY COUNTY LAND
REUTILIZATION CORPORATION

By: _____
Michael J. Grauwelman
Executive Director

CONTRACTOR

By: _____

Print Name: _____

Title: _____