T&M ASSOCIATES

on behalf of

THE PERRY COUNTY COMMISSIONERS, OHIO

REQUEST FOR PROPOSAL
for
SITE DEMOLITION ACTIVITIES

at
102 LOGAN STREET, JUNCTION CITY, OH 43748

Signature:

Date: 10/9/2026

Request for Proposals (RFP) for Site Demolition Activities
at
102 Logan Street
Junction City, Ohio 43748

I. PROJECT INTRODUCTION

The Perry County Commissioners, Ohio were awarded an Ohio Department of Development (ODOD) Brownfield Remediation Program (BRP) Grant for remediation, demolition, and site restoration of the former Clark's Grocery Store located at 102 Logan Street in Junction City, Ohio. T&M Associates (T&M), an environmental consulting/engineering company, was selected by the Perry County Commissioners to implement the ODOD BPR grant.

T&M is issuing this Request for Proposal (RFP) to select a Contractor to perform the necessary site clearing and demolition activities under the ODOD grant as described in Section III of this RFP.

II. PROPERTY STRUCTURES DESCRIPTION

The Perry County Auditor's website has the following information for the Property:

Property Address	Parcel #	Property Size (acres)	Building Size (square feet)
102 S Logan Street Junction City, OH 43748	160000770000	0.1148	4,990

A Property map and photographs are provided in **Attachment A.**

Asbestos Survey

Asbestos surveys are being completed separately. If asbestos is found, it will be abated prior to the demolition commencing. Copies of the asbestos survey and abatement reports will be provided to the Contractor upon request.

III. SCOPE OF SERVICES

The requested scope of demotion services will include:

Demolition and Debris Removal

- Demolish and completely remove the structure on the property (including any basement, crawl space, concrete slab/driveway, foundation, and footer materials). This includes any materials, if present, abandoned inside the structure or on the property such as litter, furniture, appliances, loose carpeting, garbage, brush and other such items.

- Off-site transport and disposal of the demolition debris at licensed facilities in compliance with all applicable regulations. Waste manifests/haul tickets will be required as proof of proper disposal.

- Contractor will be responsible for securing all permits required to execute the scope of services detailed in this RFP.

Dust Control

If conditions exist whereby fugitive dust occurs, Contractor shall provide water spraying or other acceptable methods to control such dust.

Utilities Disconnect

It shall be the responsibility of the Contractor to notify all utilities serving the property where the demolition is proposed of their intent to demolish. No demolition operations may proceed until water service, sewer, gas and electric and any other services to the property have been discontinued.

Backfill, Compaction and Grading

- All excavations shall be backfilled with off-site general fill. General fill shall be soil obtained from a clean source: no materials from environmental cleanup sites nor petroleum-contaminated, reclaimed, recycled or treated soils shall be used. The Contractor shall provide certification verifying the source and attesting that the soil is clean.

- General fill shall not contain any rock or gravel larger than three inches in any dimension. General fill shall also be free of debris, waste, frozen materials, organic material, and other deleterious matter.

- The soil backfill shall be placed in 12-inch lifts and compacted using appropriate equipment; geotechnical testing will not be required provided field observations indicate that the compacted fill is firm enough to support equipment and vehicles with little deflection. Backfill to match existing elevations and restore positive drainage to the extent practicable.

- Contractor shall provide gravel to finish site. Contractor shall ensure grade is smooth and level, consistent with the surrounding topography. Contractor shall compact with a minimum of 4 passes with approved compaction equipment until the surface is firm and will support vehicles with little deflection.

C&DD Management

All construction & demolition debris (C&DD) generated from the property shall be disposed at a licensed Construction Demolition Debris Landfill or Municipal Solid Waste Landfill. Contractors must identify the landfill where the C&DD waste will be disposed in their response and provide manifests and/or receipts documenting the final disposition of the material.

Prevailing Wage

Prevailing wage **is** a requirement of this project.

IV. CONTRACT AND INSURANCE REQUIREMENTS

The selected Contractor will be required to execute T&M's *Subcontractor Agreement for Professional Services*; a copy of this is provided as **Attachment B**.

The minimum Insurance Requirements are specified in Section 4.0 and Exhibit III of the T&M Subcontractor Agreement provided in **Attachment B**.

V. SCHEDULE

The scope of services detailed in this RFP are required to be completed by the selected Contractor within sixty (60) days of execution of the *Agreement for Professional Services* with T&M.

VI. CONTENT AND FORMAT OF PROPOSALS

Contractors interested in this project shall submit a bid proposal package in the form of one (1) PDF. The proposal package shall include, but is not limited to, the following:

1. Provide a bid for the requested services on the attached Bid Sheet in **Attachment C**. Any suggested additional services may be listed separately with reasons for suggestion clearly stated.

2. Provide a written statement outlining the proposed schedule, including an estimated completion date.

3. Please list at least three (3) clients, including name and addresses, for which your company has completed similar work in the last two years.

4. Include a brief background information on your company, including the closest office location to this project site.

5. Provide license numbers or copies of registration certificates, as appropriate, for the services requested in this RFP.

VII. PRE-BID MEETING AND PROPOSAL DUE DATE

A non-mandatory pre-bid meeting will be held at the site on **Tuesday, October 13, 2026, at 11:30 a.m.** The meeting will be followed by a site walkthrough of the Property to allow for questions by the Contractors.

If you need to schedule a site visit or have any questions, contact Donald Pinto at dpinto@tandmassociates.com.

Proposals are due Monday, October 26, 2026, at 4:00 p.m. Proposals should be emailed to Donald Pinto, PE at dpinto@tandmassociates.com.

Questions may be directed by email to Donald Pinto at dpinto@tandmassociates.com.

Attachment A

Site Maps and Photographs

PHOTOGRAPHIC LOG

Project: Former Clark's Grocery	**Location:** Main store access and north side. Corner of S. Logan Street and W. Main Street., Junction City, Ohio 43748	**Project No.** ODDD-00008

Photo No. 1	**Date:** 10-25-2025

Direction Photo Taken:

Northeast

Description:

Main Entrance (east side) of the former Clark's Grocery. Attached utility shed is noted on the northwest side.

PHOTOGRAPHIC LOG

Project: Former Clark's Grocery	**Location:** North Side of Building on W. Main Street, Junction City, Ohio 43748	**Project No.** ODDD-00008

Photo No. 2	**Date:** 10-25-2025

Direction Photo Taken:

North

Description:

Northern face of the former Clark's Grocery. Various vending machines are seen staged outside on the north face of the building. A utility shed is noted attached towards the rear of the building.

PHOTOGRAPHIC LOG

Project: Former Clark's Grocery	**Location:** North Side of Building on W. Main Street, Junction City, Ohio 43748	**Project No.** ODDD-00008

Photo No.	**Date:**
3	10-25-2025

Direction Photo Taken:

North

Description:

Northern face of the former grocery store with two utility sheds shown on north and west faces of the building.

PHOTOGRAPHIC LOG

Project: Former Clark's Grocery	**Location:** West side of Former Clark's Grocery, Junction City, Ohio 43748	**Project No.** ODDD-00008

Photo No.	**Date:**
4	10-25-2025

Direction Photo Taken:

Southeast

Description:

Eastern face of the former grocery store.

PHOTOGRAPHIC LOG

Project: Former Clark's Grocery	**Location:** Interior of former Clark's Grocery, S. Logan Street., Junction City, Ohio 43748	**Project No.** ODDD-00008

Photo No. 5	**Date:** 10-25-2025

Direction Photo Taken:

N/A

Description:

Interior of former Clark's Grocery Store.

PHOTOGRAPHIC LOG

Project: Former Clark's Grocery	**Location:** Interior of former Clark's Grocery, S. Logan Street., Junction City, Ohio 43748	**Project No.** ODDD-00008

Photo No. 6	**Date:** 10-25-2025

Direction Photo Taken:

N/A

Description:

Interior of former Clark's Grocery Store.

Attachment B

T&M Associates Standard Subcontractor Agreement

STANDARD SUBCONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES

(No Prime Agreement)

THIS AGREEMENT is made on **DATE** by and between **T&M ASSOCIATES** (*hereinafter called* "T&M"), a New Jersey Corporation, located at **T&M OFFICE ADDRESS** and **SUBCONTRACTOR'S NAME** having an address at **SUBCONTRACTOR'S ADDRESS, ADDRESS2, CITY, ST, ZIP** (*hereinafter called* "SUBCONTRACTOR"). Hereinafter, T&M and the SUBCONTRACTOR may be referred to, individually, as the "Party" and, collectively, as the "Parties".

WHEREAS, T&M and the SUBCONTRACTOR desire the SUBCONTRACTOR to perform certain professional services, which are further described in the SUBCONTRACTOR's Proposal for the following project:

T&M Project Number: _____

Project Owner: _____ (*Hereinafter referred to as the* "Project Owner")

Project Name: _____ (*Hereinafter referred to as the* "Project")

Maximum Fee: _____

Brief Description of Work: _____ (*Hereinafter referred to as the* "Work")

WHEREAS, the SUBCONTRACTOR represents that the SUBCONTRACTOR is capable, competent, legally licensed and possesses the professional skills and experience to perform said Work in a complete, timely and professional manner;

NOW, THEREFORE, in consideration of the foregoing and the covenants contained herein and pursuant to all federal, state and local laws and ordinances, T&M and SUBCONTRACTOR hereby agree to this Agreement as follows:

1. RESPONSIBILITIES OF SUBCONTRACTOR

1.1. SUBCONTRACTOR'S WORK. The SUBCONTRACTOR shall provide the necessary supervision, labor, materials, equipment, tools, work and / or services to perform the agreed upon scope of work in accordance with the scope and fees set forth in the SUBCONTRACTOR's Proposal, attached hereto as EXHIBIT I – PROPOSAL. The Proposal is attached hereto for information regarding the scope of services only and shall not be considered for any other purposes or vary, supplement, amend, contradict, interpret, or modify the terms and conditions of this Agreement, which supersedes the Proposal and all prior negotiations, representations, promises, and agreements, whether written or oral. In the event of a conflict or inconsistency or any ambiguity between this Standard Subcontractor Agreement and the SUBCONTRACTOR's proposal, the terms and conditions of this Standard Subcontractor Agreement will govern.

1.2. INDEPENDENT SUBCONTRACTOR. The SUBCONTRACTOR is hereby retained as an independent subcontractor. The SUBCONTRACTOR is not an employee or partner of T&M, its affiliates or clients and shall be exclusively responsible for the means and methods used in performance of the Work performed under this Agreement as well as the means and methods used in the performance of services by its subcontractors, its subconsultants, and its agents under this Agreement.

1.3. LICENSES AND REGISTRATION. Copies of the SUBCONTRACTOR's licenses, certifications, and permits to perform the Work in the applicable municipality, county and state shall be provided to T&M when returning this SUBCONTRACTOR Agreement to T&M for execution. The SUBCONTRACTOR will provide certification that the lower-tier subcontractors and / or suppliers have the necessary permits and licenses for the Work proposed.

1.4. SAFETY. The SUBCONTRACTOR recognizes the importance of performing the Work in a safe and responsible manner to prevent damage, injury or loss to individuals, the environment and the Work, including materials and equipment incorporated into the Work or stored on-site or off-site and will comply with all applicable federal,

state, and local laws, rules, regulations, and ordinances related to health and safety, including all OSHA regulations and guidelines. The SUBCONTRACTOR is solely responsible for its Work, the means, methods, techniques, sequences, and procedures of construction selected or used by the SUBCONTRACTOR, for security or safety at the Site, and for safety precautions and programs incident to work in progress, including the health and safety of its employees, agents, lower-tier subcontractors and subconsultants.

1.5. WORK AUTHORIZATION. The Work performed shall commence upon receipt of written authorization from T&M to proceed and shall terminate when T&M and the Project Owner review the work and find it satisfactory and complete. The SUBCONTRACTOR shall not proceed or be paid for any Work, or portion thereof, unless T&M has authorized the Work in writing prior to the SUBCONTRACTOR's performance.

1.6. STANDARD OF CARE. The SUBCONTRACTOR shall perform and shall cause its subcontractor(s) to perform all of its Work and obligations under this Agreement: (*i*) in accordance with the terms, conditions and fees set forth in this Agreement; and (*ii*) in a timely and workmanlike manner, on a commercially diligent basis, and in accordance with the care and skill ordinarily used by members of the SUBCONTRACTOR's profession.

1.7. NO CONFLICT. The SUBCONTRACTOR shall not engage in any activity, or accept any employment, interest, or contribution that would reasonably appear to compromise the SUBCONTRACTOR's professional judgment with respect to this Agreement.

1.8. COMMUNICATIONS. All of the SUBCONTRACTOR's communications to or with any and all sub-subcontractor(s) or the Project Owner shall only be through, or with the knowledge of, T&M.

1.9. DELIVERABLES. The SUBCONTRACTOR shall obtain all data and information necessary for the performance of the Work hereunder. The SUBCONTRACTOR shall furnish all progress reports, reproductions and other information and materials without limitation required by T&M and the Project Owner (*the* "Deliverables") in connection with T&M's services to the Project Owner and the SUBCONTRACTOR's Work pursuant to this Agreement. The SUBCONTRACTOR is responsible to see that the Deliverables and Work conform to all applicable laws, rules, regulations, codes, ordinances, and special requirements of each municipality, county, and state where the Project is located.

1.10. OWNERSHIP. Upon completion of the SUBCONTRACTOR's Work, all Deliverables as well as any and all documentation including, without limitation, any and all drawings, specifications, reports, files, and other documents and materials prepared by the SUBCONTRACTOR in connection with this Agreement (*the* "Work Product") shall be transferred to T&M. T&M shall have exclusive ownership of the Deliverables and Work Product and shall obtain all common law, statutory and other reserved rights, including copyrights.

1.11. CONFIDENTIALITY. The SUBCONTRACTOR shall maintain the confidentiality of information (1) specifically designated as confidential by T&M and / or the Project Owner in connection with the Project or (2) that is not specifically designated as confidential but could reasonably be deemed to be confidential information of T&M or the Project Owner, unless the information becomes public or withholding such information would violate the law, create the risk of significant harm to the public, or prevent the SUBCONTRACTOR from establishing a claim or defense in an adjudicatory proceeding. The SUBCONTRACTOR shall require of its employees and subcontractor(s) similar agreements to maintain the confidentiality of information.

1.12. DISCREPANCIES. The SUBCONTRACTOR shall immediately notify T&M of any problem or discrepancy that the SUBCONTRACTOR believes to exist with respect to any aspect of the Project or the work provided by T&M. The final decision on all matters remains with T&M.

1.13. COOPERATION WITH THIRD-PARTY VENDORS. The SUBCONTRACTOR acknowledges that T&M may, during the course of this Agreement, work with one (1) or more other third-party contractors from time to time in connection with the Project. The SUBCONTRACTOR shall reasonably cooperate with all such third parties as T&M may request from time to time. The SUBCONTRACTOR shall be responsible for the coordination of the Work and shall facilitate the exchange of information among the independent professional associate(s) and subcontractor(s) employed by T&M, as necessary, for the coordination of their services.

1.14. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the Work. The SUBCONTRACTOR shall make whatever adjustments, including, without limitation, adjustments to working hours, manpower, and equipment, deemed necessary to complete the Work in accordance with the schedule specified in the SUBCONTRACTOR's Proposal.

1.15. ADDITIONAL WORK. In the event additional work or services are required or the general scope, extent or

character of this Agreement is changed materially through no fault of SUBCONTRACTOR, SUBCONTRACTOR may be requested to provide additional work on the Project. Performance of such additional work must be expressly authorized in writing by T&M prior to the commencement of any additional work, and the SUBCONTRACTOR shall provide a complete description of the additional scope of work which is not included within the scope of the SUBCONTRACTOR's Proposal. T&M's prior written authorization shall be a condition precedent to the SUBCONTRACTOR's right to receive payment for any additional work. Additional work will be paid in the form of a change order and payment will be made in the method and manner specified in SECTION 3 – PAYMENT TO SUBCONTRACTOR.

2. RESPONSIBILITIES OF T&M

2.1. PROJECT INFORMATION. Where available, T&M will provide Project criteria and information that are pertinent to the performance of the SUBCONTRACTOR's Work, including design objectives, constraints, space capacity and performance requirements, flexibility and expandability, and any budgetary limitations, in addition to any drawings, specifications, schedules, interpretations, data or any other information prepared by T&M that are pertinent to the performance of the SUBCONTRACTOR's Work. T&M will also furnish copies of design and construction standards that the Project Owner and T&M will require to be included in drawings and specifications to be furnished by the SUBCONTRACTOR under this Agreement, where applicable.

2.2. PROPERTY ACCESS. T&M will arrange for access for the SUBCONTRACTOR to enter upon public or private property, as required, in order for the SUBCONTRACTOR to perform the Work under this Agreement.

2.3. INTERPRETATION OF DOCUMENTS. T&M will consult with the SUBCONTRACTOR before issuing any interpretations or clarifications of document furnished by the SUBCONTRACTOR and obtain written consent from the SUBCONTRACTOR before acting upon shop drawing samples or other submittals of the contractor(*s*) or upon work directive changes or change orders affecting the Work and services provided under this Agreement.

3. PAYMENT TO SUBCONTRACTOR

3.1. MAXIMUM FEE. The maximum fee to be paid to the SUBCONTRACTOR for work performed pursuant to this Agreement is $ **$$$$$**. Any change to the scope of work or this maximum fee must be approved in writing in advance by T&M. T&M's prior written authorization shall be a condition precedent to the SUBCONTRACTOR's right to receive payment for any phase of work or any additional work.

3.2. MONTHLY INVOICES. The SUBCONTRACTOR shall submit monthly statements or invoices for the professional work provided and for reimbursable expenses incurred, if any, in connection with the Work performed under this Agreement. When compensation is based upon lump sum, fixed fee, or a percentage of construction costs, the statements will be based upon the SUBCONTRACTOR's estimate of the proportion of total Work actually completed at the time of billing with the understanding that reimbursable expenses are included in the lump sum price.

3.3. PAYMENT. T&M shall bill Project Owner monthly on account of *(or at the completion of*) SUBCONTRACTOR's Work and shall pay SUBCONTRACTOR within thirty (*30*) days of the date T&M receives payment from the Project Owner on account thereof. It is intended that payments to SUBCONTRACTOR will be made after T&M is paid by Project Owner and that T&M shall exert reasonable and diligent efforts to collect payment of monthly invoices from Project Owner when due. It is understood and agreed that payment from the Project Owner to T&M is a condition precedent for payment to the SUBCONTRACTOR by T&M.

3.4. REIMBURSABLE EXPENSES. If included in the SUBCONTRACTOR's Proposal, T&M shall pay the SUBCONTRACTOR the actual cost of Reimbursable Expenses incurred by the SUBCONTRACTOR in connection with its Work.

3.5. REQUIRED FORMS. The SUBCONTRACTOR must submit proper Insurance Certificates and IRS Form W-9 before any payment will be made by T&M under this Agreement.

4. INSURANCE AND INDEMNIFICATION

4.1. INSURANCE. The SUBCONTRACTOR shall procure and maintain, at its own expense, insurance of the kinds and in amounts as set forth in EXHIBIT II – MINIMUM INSURANCE REQUIREMENTS attached hereto. Before commencing the Work, the SUBCONTRACTOR shall furnish, to T&M, certificates showing compliance with these requirements, naming T&M and the Project Owner as additional insureds as required in EXHIBIT II –

MINIMUM INSURANCE REQUIREMENTS and shall not cancel or decrease any such insurance coverage without thirty (*30*) days prior written notice to T&M. The SUBCONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit the SUBCONTRACTOR's obligations assumed in this Agreement, and shall not be construed to relieve the SUBCONTRACTOR from any liability in excess of such coverage, nor shall it preclude T&M from taking such other actions as are available to it under any other provisions of this Agreement or otherwise in law. The insurance coverage provided under this Agreement shall be primary and non-contributory.

4.2. WAIVER OF SUBROGATION. The SUBCONTRACTOR waives all rights, and shall cause its insurers to waive all rights of subrogation, against the Project Owner, T&M, and their respective subconsultants, subcontractors, employees and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth in EXHIBIT III – MINIMUM INSURANCE REQUIREMENTS. The SUBCONTRACTOR shall require similar waivers in favor of the Parties enumerated herein from its subcontractor(*s*) and subconsultant(s) and their insurers. This waiver shall be effective as to a person or entity (*1*) even though that person of entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (*3*) whether or not the person or entity had an insurable interest in the damaged property.

4.3. SUBCONTRACTS. The SUBCONTRACTOR shall cause its subcontractors and subconsultants to maintain insurance meeting the requirements of this Agreement, including but not limited to the limits required in this Agreement.

4.4. INDEMNIFICATION. To the fullest extent permitted by law, the SUBCONTRACTOR shall indemnify, defend and hold harmless T&M and the Project Owner and their respective officers, agents and employees from and against all claims, demands, liabilities, suits, losses, costs, and expenses of any kind which: a.) result from or are alleged to result from or arise out of the performance or non-performance of the Work or the Agreement and b.) are attributable to bodily injury, sickness, disease, disability, or death, or to damage or destruction of property, including the loss of use thereof. It is understood and agreed that this obligation is a broad form indemnification agreement requiring indemnification and assumption of defenses based upon claims, demands, liability, suits, losses, cost or expenses resulting from or arising out of performance or non-performance of the Work or the Agreement. Neither the indemnification nor the assumption of the defense obligation is dependent on the fault of the SUBCONTRACTOR.

4.5. SURVIVAL OF SECTION. This Section of the Agreement shall survive termination, expiration or completion of the performance of the other terms of this Agreement. If the SUBCONTRACTOR fails to provide an insurance certificate establishing compliance with this provision, T&M may void this Agreement without penalty.

5. TERMINATION

TERMINATION. This Agreement may be terminated by T&M upon ten (*10*) days prior written notice with or without cause. If T&M terminates this Agreement without cause and due to no fault whatsoever by the SUBCONTRACTOR, T&M shall only be responsible for payments due the SUBCONTRACTOR for any Work rendered through such date of termination, which is deemed to be satisfactory by T&M and / or the Project Owner. If termination is due to in whole or in part by the SUBCONTRACTOR, the SUBCONTRACTOR will be held responsible for any additional costs incurred as a result of having to retain the services of another SUBCONTRACTOR to complete the work under this Agreement. In the event of any termination, whether for cause or convenience, the SUBCONTRACTOR shall furnish all Work Product and Deliverables as well as any other documents, materials or information prepared by the SUBCONTRACTOR under this Agreement to T&M within ten (*10*) days after termination.

6. MISCELLANEOUS

6.1 FORCE MAJEURE. T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to, delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Project Owner and / or the SUBCONTRACTOR to furnish timely information or to provide review comments promptly or delays caused by faulty performance by the SUBCONTRACTOR or its subcontractors or sub-subcontractors at any level.

6.2 CONSEQUENTIAL DAMAGES. In no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including, but not limited to, loss

caused by delay, commercial loss, or lost profits or revenues or opportunities arising from or in connection with this Agreement, the Work, or the Project.

6.3 LIENS. SUBCONTRACTOR will promptly pay for all work, services, labor, materials, and equipment used or employed by SUBCONTRACTOR in the WORK, and will maintain all materials, equipment, structures, buildings, and premises free and clear of mechanic's or other liens. SUBCONTRACTOR will, upon completion of the WORK and before final payment is due, furnish to T&M, on a form T&M may require, with reasonable evidence that all services, labor, materials, and equipment have been paid in full.

6.4 ASSIGNMENT. Neither Party shall assign or transfer their interest in the Agreement without the written consent of the other Party, which said consent shall not be unreasonably withheld. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors. Nothing herein shall be construed as creating any personal liability on the part of any employee, officer or agent of T&M, nor shall it be construed as giving any rights or benefits hereunder to anyone other than T&M or SUBCONTRACTOR. The SUBCONTRACTOR shall not assign, transfer, subcontract or delegate its rights, duties or obligations under this Agreement without the written consent of T&M.

6.5 MAINTENANCE OF DOCUMENTS. The SUBCONTRACTOR shall maintain its notes and Project data on file for a period of ten (*10*) years in legible form and make copies of these documents available to T&M upon request.

6.6 GOVERNING LAW. The laws of the State in which the Project is located will govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the State or Federal Courts of such State.

6.7 DISPUTE RESOLUTION. The SUBCONTRACTOR and T&M agree that they shall submit any and all unsettled claims, counterclaims, and other unresolved disputes to non-binding mediation, where each party shall pay its own costs and fifty percent (*50%*) of the mediator's fees.

6.8 NOTICES. All notices required or permitted hereunder shall be in writing addressed to the respective Parties as set forth herein, unless another address shall have been designated, and shall be delivered by hand or by registered or certified mail, postage prepaid.

6.9 SEVERABILITY. If any provision contained herein is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of this Agreement unenforceable.

6.10 SURVIVAL. All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all work of the SUBCONTRACTOR under this Agreement or the termination of this Agreement for any reason.

6.11 EXECUTION. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

6.12 ENTIRE AGREEMENT. This Agreement [*consisting of the Exhibits, and the terms and conditions of this Subcontractor Agreement*] comprise the final and complete agreement between the SUBCONTRACTOR and T&M. It supersedes all prior or contemporaneous communications, representations, or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and is satisfied with the terms and conditions. Amendments to this Agreement shall not be binding unless made in writing and signed by both T&M and the SUBCONTRACTOR.

6.13 EXHIBITS. The following Exhibits are incorporated herein by reference and form an integral part of this Agreement.

EXHIBIT I – PROPOSAL
EXHIBIT II – MINIMUM INSURANCE REQUIREMENTS

THE PARTIES HERETO have made and executed this Agreement and agree to be bound by the terms and conditions stated herein, as of the day and year first written above.

T&M ASSOCIATES		**SUBCONTRACTOR'S NAME**	
By:	_____	**By:**	_____
Name:	_____	**Name:**	_____
Title:	_____	**Title:**	_____
Date:	_____	**Date:**	_____

EXHIBIT I

PROPOSAL

{ATTACH}

EXHIBIT II

MINIMUM INSURANCE REQUIRMENTS

1. Coverage and Minimum Limits:

A. Commercial General Liability

Each Occurrence	$1,000,000
Aggregate	$2,000,000

B. Comprehensive Automobile Liability
(*including owner, non-owned, and hired*)

Combined Single Limit	$1,000,000

C. Excess Liability – Umbrella Form

Each Occurrence and Aggregate	$5,000,000 (*See Note #3*)

D. Worker's Compensation and Employer's Liability

Worker's Compensation	As required by Law
Employer's Liability	$1,000,000 Each Accident

E. Professional Liability and Pollution Liability

Per Claim and Annual Aggregate	$5,000,000

2. Coverage shall be maintained for ten (*10*) years after substantial completion of the Project. The SUBCONTRACTOR shall not begin Services until evidence of insurance is provided to T&M.

3. Total minimum coverage limits for Commercial General Liability and Auto, including Excess Liability coverage, is $6,000,000 million per occurrence. This can be met by any combination of underlying and excess coverage.

4. T&M Associates and the Project Owner shall be named Additional Insureds for A, B, and C above.

5. SUBCONTRACTOR shall provide copies of policies for review.

Attachment C

Bid Sheet

BID SHEET

Demolition Activities at
102 Logan Street, Junction City, Ohio 43748

Total Bid Amount	**$**

Comments:
_____
_____
_____
_____
_____
_____

Name of Company: _____

Address: _____

Phone: _____ Email: _____

Authorized Contact Person: _____

Authorized Signature: _____

Date: _____