

## Demolition Contract

Demolition Contract (the "Agreement") is made effective as of 11/25/2024, by and between Peterson Brothers, LLP (hereinafter referred to as "Contractor"), and Lake Orion Downtown Development Authority (hereinafter referred to as "Property Owner"), collectively known as the "Parties."

Project Address: 215 S Broadway, lake Orion, MI 48362

### Article 1: Scope of Work

- Demolition
  - Peterson Brothers will undertake the demolition, removal, and proper disposal of all identified structures within sixty (60) days of proposal acceptance. This includes all structures, concrete foundations, slabs, and contents. Peterson Brothers, LLP will cover all transportation and disposal costs for demolition debris.
  - The demolition and disposal work includes:
    - Sixteen (16) wood-constructed structures with metal or asphalt roofing, ranging from garden sheds to wood-frame barns, totaling approximately 10,758 square feet.
    - Four (4) semi-trailer storage units (three with wheels and axles, one on grade).
    - Additional debris and materials including construction products, lumber, fasteners, doors, and other materials to be cleared as part of the contract.
- Certifications and Permits
  - We will secure all necessary certifications and permits from the appropriate regulatory and governmental agencies.
- Utility Locates and Disconnects
  - Peterson Brothers will confirm, and coordinate utility locates and disconnects. DTE Services have been disconnected by DDA, simplifying the process.
- Site Grading
  - No underground demolition beyond concrete foundations, slabs, or stem walls is anticipated. We will ensure grading to rough/walkable grade, returning the property to its natural state, leveled and free of debris.

- Storm Water Containment
  - Peterson Brothers will secure necessary permits and implement storm water best management practices to prevent discharge and protect nearby stormwater areas. This will include getting a soil erosion permit from Oakland County and installing the expected silt fencing where they instruct us to.

## Article 2: Qualifications

1. Peterson Brothers is not responsible for any damages to property, landscape, existing concrete, and/or lawn that borders workspace that is being removed.
2. Peterson brothers is not responsible for seed/straw or hydroseeding after restoration work is completed.

## Article 3: Items Not Included

The following items are specifically excluded from the scope of work:

1. No responsibility for damage to sidewalks/driveways for access.
2. Topsoil, engineered fill or sand.
3. No responsibility for debris removal under structure. If additional structures or foundations are found. Peterson Brothers will need to submit a change order.

## Article 4: Price and Payment Terms

1. Price for the services outlined in this Agreement is \$49,550.00
2. Due NET 15 from completion of the services outlined in this Agreement.

## Article 5: Compliance with Laws

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property.

## Article 6: Indemnification

The Contractor agrees to indemnify and hold harmless the General Contractor against all claims, damages, losses, and expenses arising out of the performance of the work, provided such claims, damages, losses, or expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property.

## Article 7: Termination

This Agreement may be terminated by either party upon written notice to the other party in the event of a breach of any term or condition of this Agreement.

Article 8: Miscellaneous

This Agreement constitutes the entire agreement between the parties. No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the parties.

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

Peterson Brothers, LLP

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

Lake Orion Downtown Development Authority

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_