

**Demolition of
741 Northland Avenue and 777 Northland Avenue
Addendum No. 1, 9/10/2026**

1. Additional site walkthrough opportunities will be held from 8:30 AM to 12:30 PM on Thursday September 17, 2026 and from 8:30 AM to 12:30 PM on Friday September 18, 2026 at the 741/777 Northland Avenue property. Contractor personnel will be allowed to enter and walk the property into all accessible areas, escorted by a representative of LiRo Engineers, Inc. Each entrant onto the Site shall wear required personal protective equipment (minimum hard hat, safety footwear, high-visibility vest and additional PPE as directed). Contractor shall be responsible for the safety of its own personnel. All Contractor personnel must check in at the entrance station that will be set up on Dutton Avenue. All personnel must check out and do so by 12:30 PM.
2. All personnel who enter the property must sign the attached waiver. The waiver must also be signed by a contractor company officer. Provide the signed waivers at least one day prior to arriving at the site to Jason Colvin at: ColvinJ@LiRo-Hill.com.
3. All personnel who enter the property will be required to provide identification to verify that there is a waiver on-file at the entrance station and sign in and out upon ingress/egress.
4. All companies must provide a certificate of insurance demonstrating the coverage specified by the attached waiver. NorDel II, LLC, Buffalo Urban Development Corporation, and LiRo Engineers, Inc. shall be named as additional insureds on the CGL, Automobile, and Umbrella liability policies on a primary and noncontributory basis. Provide the insurance certificates at least one day prior to arriving at the site to Jason Colvin at: ColvinJ@LiRo-Hill.com.
5. All individual personnel who enter the property must have in their possession a current NYSDOL asbestos certificate. The attendee must show the original hard card certificate to the attendant at the entrance station when signing into the site.

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

- A. Buffalo Urban Development Corporation (“BUDC”) issued a request for proposals (“RFP”) in connection with proposed abatement and demolition work (the “Work”) to be performed at 741 and 777 Northland Avenue in the City of Buffalo, New York (the “Site”). The Site is owned by NorDel II, LLC (“Owner”), a wholly-owned subsidiary company of BUDC. LiRo Engineers Inc. (“LiRo”) is the consultant retained by BUDC to prepare the demolition specifications for the Work.
- B. The undersigned company (“Company”) obtained copies of the RFP documents for the Work, was provided access to the perimeter of the Site and is now requesting that one of more of its employees or representatives (“Visitor”) be granted access to the buildings and structures located on the Site to inspect the same in contemplation of submitting a proposal.
- C. The undersigned each acknowledge the dangerous nature and condition of the Site and the buildings and structures thereon, and in consideration of being provided access thereto, the undersigned are willing to waive all liability of Owner, BUDC and LiRo for any loss, injury or damage that may result from the undersigneds’ presence or activities at the Site, and the undersigned acknowledge that each will assume all risk in connection with such activities and will defend and indemnify Owner, BUDC and LiRo from any and all claims, liabilities and losses in connection therewith.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agree as follows:

1. Recitals.

The foregoing Recitals are hereby incorporated into this Agreement and made a part hereof.

2. License; Access to Site.

Owner hereby grants the Company and Visitor a limited, non-exclusive, revocable-at-will license to enter designated areas of the Site solely for visual, non-destructive observation in connection with the RFP. No sampling, testing, coring, cutting, removal, disturbance of materials, or operation of equipment/utilities is permitted without express prior written consent of Owner and LiRo. Each entrant onto the Site will wear required personal protective equipment (minimum hard hat, safety footwear, high-visibility vest and additional PPE as directed), will not enter restricted or unstable areas, and will promptly report hazards or incidents to LiRo. Access to all or any part of the Site may be denied, suspended, or revoked at any time by Owner, BUDC, or LiRo, with or without cause, and without liability.

3. Condition of Site; Hazard Acknowledgment.

The undersigned acknowledge: (i) the dangerous nature and condition of the Site and the buildings and structures thereon; (ii) that foundations, structures, or soils may be unstable; (iii) that the Site contains many hidden defects and dangers; and (iv) that access is very dangerous and involves the risk of serious injury and/or death and/or property damage; and (v) that the Site is made available as-is, where-is, with all faults, and each of the undersigned relies on its own inspection and judgment.

4. Company Indemnity.

To the fullest extent permitted by law, Company shall indemnify and hold harmless the Owner, BUDC, LiRo, and each of their respective parents, subsidiaries, affiliates, members, managers, partners, directors, officers, employees, agents, representatives, consultants, subconsultants, successors, and assigns (each, an “Indemnitee”) from and against any and all claims, demands, suits, actions, damages, liabilities, fines, penalties, losses, and expenses (including attorneys’ fees and costs) arising out of or relating to Company or Individual’s presence at or activities on the Site, including claims arising in whole or in part from the

negligence of any Indemnitee; provided, however, that this Section does not require indemnification for claims arising from the gross negligence or willful misconduct of an Indemnitee.

5. Visitor Release; Assumption of Risk; Defense and Indemnity

(a) Release and Covenant not to Sue. To the fullest extent permitted by law, the Visitor hereby releases, waives, discharges the Indemnitees from any and all liability for any and all loss or damage, and any claims or demands therefor, on account of injury to person or property or resulting in death of the Visitor, arising out of or related to the Visitor's presence or activities at the Site, whether caused by the negligence of any Indemnitee, any latent or patent defects in the Site, or otherwise. Visitor further covenants not to sue any Indemnitee for the claims Visitor has released hereunder. This release does not apply to the gross negligence or willful misconduct of an Indemnitee.

(b) Assumption of Risk. The Visitor hereby assumes full responsibility for any risk of bodily injury, death, or property damage arising out of or relating to the Visitor's presence or activities at the Site, whether caused by the negligence of any Indemnitee or otherwise.

(c) Indemnity by Individual. To the fullest extent permitted by law, the Visitor agrees to defend, indemnify, and hold harmless each Indemnitee from any and all losses or liability (INCLUDING STRICT LIABILITY AND TORT) and any and all costs and expenses resulting from the presence of the Visitor, or any activities of the Visitor, at the Site.

6. Insurance

Prior to entry onto the Site, the Company shall furnish to Owner certificates of insurance evidencing coverages of the following types and limits: Commercial General Liability (CGL) \$1,000,000 per occurrence and \$2,000,000 aggregate; Automobile Liability (any auto) \$1,000,000 combined single limit; Workers' Compensation statutory; Employers' Liability \$500,000; and Umbrella/Excess \$2,000,000 per occurrence/aggregate. Certificates shall identify carriers licensed in New York, rated at least A- Class VII by A.M. Best, and provide 30 days' prior written notice of cancellation or material change where available under the policy. NorDel II, LLC, BUDC and LiRo shall be named as additional insureds on the CGL, Automobile, and Umbrella liability policies on a primary and noncontributory basis.

THE UNDERSIGNED HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT EACH HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE, AND INTEND THE SIGNATURES BELOW TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Company:

[_____]

By: _____
Name: _____
Title: _____
Date: _____

Visitor:

Visitor Name (Print)

Company Name

Visitor Signature

Dated: September __, 2026