

DEMOLITION CONTRACT FOR DEMOLITION AND SITE CLEARANCE SERVICES

[No-Regulated Asbestos Containing Materials (RACM)]

927 Mullan, 100 Blackwood, 3175 Independence, 2375 Independence, 4012 Leverage

This Contract for Demolition and Site Clearance Services (No-RACM) (the “Contract”) is entered into as of October 28, 2014, by and between the City of Waterloo, Iowa (“City”) and _____ (“Contractor”).

In consideration of the mutual promises exchanged herein, the parties agree as follows:

1. Services. For a period of 3 months after the date of this Contract, subject to extension upon the mutual written agreement of the parties, the Contractor agrees to furnish all supervision, technical personnel, labor, materials, tools, machinery, services, and perform and substantially complete all work within the time period stated in the specifications after receipt of Notice to Proceed with respect to a given property or set of properties. Work to be performed includes all work described in the Contract Documents (defined below).

Contractor shall provide the above services at the cost set forth in Contractor’s RFP response. Contractor will be paid a lump sum for which services are performed and accepted. Contractor’s request for payment for services authorized under this Contract shall be submitted at the completion of project and will be paid within thirty (30) days after receipt of an original invoice and after such services are delivered and accepted. Contractor will be paid for all items satisfactorily completed. Such payment will be full compensation for all work performed, for all permits, licenses, inspections, for complying with all laws, rules, regulations and ordinances, including safety, and for furnishing all materials, equipment and labor to complete the work, in accordance with the specifications.

2. Contract Documents. The following documents (collectively, the “Contract Documents”) are hereby incorporated by reference as though set forth herein in full:

- a. Request for Proposal
- b. Response (Proposal)
- d. Specifications for Demolition and Site Clearance
- e. Signature Page
- f. Building Demolition Insurance Requirements

In the event of conflict between the provisions of the Contract Documents and this Contract, the provisions of this Contract shall prevail.

2.1 Contract Limits. Total actual expenses allowed by the project Contract, including any renewal extensions of the Contract, shall not exceed \$ \$136,975.00. as submitted in the contractors RFP response.

3. Approval; Timing of Work. Contractor shall not begin work on any demolition until after the contract has been approved by the city council and the Contractor has been issued a Notice to Proceed. The work shall commence when weather allows.

4. Performance Bond. Contractor will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price and shall be issued by a responsible surety acceptable to the City. The bond shall guarantee the faithful performance of the contract and the terms and conditions therein contained, shall guarantee the prompt payment of all materials and labor and protect and save harmless the City from claims and damages of any kind arising out of the performance of this contract.

5. Indemnity. City agrees to indemnify Contractor from and against any and all claims, demands, causes of action, damages, costs and liabilities of any type or nature, including reasonable attorney's fees, arising from or in connection with damage to the Adjacent Building that results from an uncontrolled collapse of the Structure during Contractor's demolition activities.

6. Notwithstanding the foregoing, Contractor agrees to use all reasonable methods in the circumstances to mitigate the risk of an uncontrolled collapse of the Structure that would cause damage to the Adjacent Building and to undertake all activities of demolition with due care. Except to the limited extent modified by this addendum, all terms and conditions of the Demo Contract shall remain unmodified and in full force and effect.

6.1 Property Damage. Contractor shall be responsible for all damage to public or private property. Contractor shall have one responsible person at the job site at all times when demolition activities are undertaken. Contractor shall keep a report of all damage. If public or private property is damaged by Contractor and is not repaired in a timely manner as determined by City, City has the option of having the damage repaired at the Contractor's expense, to be reimbursed to the City or withheld from future payments to Contractor hereunder.

6. Default; Termination for Cause. In the event that Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in this Contract, and if such default remains uncured for a period of seven (7) days after notice thereof shall have been given by City to Contractor (or for a period of fourteen (14) days after such notice if such default is curable but requires acts to be done or conditions to be remedied which, by their nature, cannot be done or remedied within such 14-day period and thereafter Contractor fails to diligently and continuously prosecute the same to completion within such 14-day period), then City may declare that Contractor is in default hereunder and may take any one or more of the following steps, at its option:

- a. by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the City hereunder, or obtain damages caused to the City by any such default;

- b. have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- c. declare a default of this Contract, make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under this Contract;
- d. terminate this Contract by delivery to Contractor of written notice of termination; and/or
- e. take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage or waive the right of City to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that City prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by City.

7. Termination for Convenience. This Contract may be terminated at any time, in whole or in part, upon the mutual written agreement of the parties. City may also choose to terminate this Contract at any time by delivering to Contractor 10-days' advance written notice of intent to terminate.

8. Non-Assignable Duties. Contractor may not assign its duties hereunder without the prior written consent of City.

11. Independent Contractor. Contractor is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of City. Contractor has no power or authority to enter into contracts or agreements on behalf of City. City shall determine the work to be done by Contractor, but Contractor shall determine the legal means by which it performs the work specified by City. City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments, which it owes Contractor. Neither Contractor nor its employees, if any, shall be entitled to receive any benefits which employees of City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, pension, or any benefits of any type or nature whatsoever on account of their work for City. Contractor shall be solely responsible for compensating its employees, if any.

12. Anti-Discrimination. During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees to comply with the anti-discrimination laws of the State of Iowa, as contained in Sections 19B, 551.4 of the Code of Iowa, which are herein incorporated by reference and made a part of this Contract.

13. Severability. In the event any provision of this Contract, together with the Contract Documents, is held invalid, illegal, or unenforceable, whether in whole or in part, the remaining provisions of this Contract shall not be affected thereby and shall continue in full

force and effect. If, for any reason, a court finds that any provision of this Contract is invalid, illegal, or unenforceable as written, but that by limiting such provision it would become valid, legal, and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

14. General Terms. This Contract, together with the Contract Documents, constitutes the entire agreement between the parties pertaining to the subject matter hereof. This Contract may not be modified or amended except pursuant to the mutual written agreement of the parties. This Contract is binding on the parties and the heirs, personal representatives, successor and assigns of each. Time is of the essence in the performance of the terms hereof.

IN WITNESS WHEREOF, the parties have executed this Contract for Demolition and Site Clearance Services as of the date first set forth above.

CITY OF WATERLOO, IOWA

By: _____
Ernest G. Clark, Mayor

Laverne Lehman-Lehman Trucking

Attest: _____
Suzy Schares, City Clerk