

CONTRACT FOR DEMOLITION

1. STATEMENT OF WORK

Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment, and services, and perform and complete all work in an efficient and workmanlike manner, as follows: Demolish structure, foundation and chimney below grade level at _____ Greenville, Tennessee (herein the "premises"). Contractor shall be responsible for asbestos surveys and the removal of asbestos and lawful disposal of asbestos and demolition materials, waste and residue, shall cap and lawfully secure all utilities, shall level site and be site ready to gravel for parking lot, shall pay all disposal fees, shall comply with all Tennessee "one call" requirements. Asbestos abatement shall be done by licensed and permitted asbestos abatement contractor under applicable laws and requirements of the State of Tennessee. Contractor shall safeguard the public from hazards posed by the premises and the hazards posed by Contractor's work; this responsibility shall continue until the work is completed and accepted by the Town of Greenville.

2. CONTRACT PRICE

Town of Greenville will pay Contractor for performance of the Contract, in current funds the sum of _____. The Contract price shall further include the value of any salvaged material from this demolition which shall become the property of Contractor following the demolition of the property to the satisfaction of Town of Greenville. Town of Greenville, before making payment, may require Contractor to furnish releases or receipts from any or all persons performing work in supplying material or services to Contractor, or any subcontractor, for work under this Contract, if this is deemed necessary to protect its interest. Payment is due upon completion.

3. SUBCONTRACTORS

Contractor shall not execute any agreement with any subcontractor or permit and subcontractor to perform any work included in this contract without the prior express written approval of Town of Greenville.

4. PERMITS AND CODES

Contractor shall give all notices required by and comply with all regulations, applicable laws, ordinances and codes of the Town of Greeneville, the United States of America, EPA, TDEC, and any other regulatory authority with authority or jurisdiction over such matters specifically but not limited to asbestos removal and abatement. Contractor shall secure and pay any fees or charges for the necessary permits required for the performance of all Contract work.

5. RESPONSIBILITY OF CONTRACTOR FOR INJURIES AND DAMAGES

Contractor shall be responsible for all injuries and damages to persons or property that occurs as a result of its fault or negligence in connection with the performance of any work under this contract. Contractor shall be responsible for the proper care and completion of all work performed until final acceptance by Town of Greeneville whether or not the same has been covered in whole or part by payments made by Town of Greeneville.

6. INDEMNIFICATION OF TOWN OF GREENEVILLE

As partial consideration for acceptance of this contract, Contractor agrees to indemnify and hold harmless the Town of Greeneville, its employees, officers, elected officials and agents from all liability for any injuries or damages to any person or property, including costs of defense and attorney's fees, resulting from Contractor's performance of work under this Contract.

7. INSURANCE

- (a) Contractor shall furnish to Town of Greeneville copies of current worker's compensation insurance policies and certificates of worker's compensation insurance with not less than statutory limits which shall be applicable and cover to all employees and/or subcontractors engaged in work under this Contract. The worker's compensation insurance provided pursuant to this provision shall name the Town of Greeneville as additional insured and shall be applicable to any claim for injury, property damage or death which may occur or result from operations of Contractor under this Contract. Contractor further agrees to perform all work under this contract in accordance with the Tennessee Workmen's Compensation Laws.

- (b) Contractor agrees to carry and provide a copy of its current general public liability insurance in effect at the time of signing this agreement to Town of Greeneville with minimum limits of not less than \$500,000 per person and \$1,000,000 per occurrence for bodily injury and \$500,000 for property damage. The general liability insurance provided pursuant to this provision shall name the Town of Greeneville as additional insured and shall be applicable to any claim for injury, property damage or death which may occur or result from operations of Contractor under this Contract. Such insurance shall cover the use of all equipment, hoist and motor vehicles on the site or hauling materials or debris from the site.

8. SAFETY

Contractor agrees to comply with all applicable rules and regulations of OSHA and/or any other state or federal agencies in the performance of any work under this Contract. Contractor shall take proper dust abatement measures.

9. REMOVAL AND/OR SALVAGE OF EXISTING BUILDINGS

- (a) At Contractor's sole expense, Contractor shall demolish and/or remove all buildings and structures as specified in this Contract and, unless otherwise specified, any building or structure shall be demolished on the premises and no dwelling structure shall be removed from the premise in whole or substantially whole condition.
- (b) Upon the demolition and/or removal from the premises of a building or structure in accordance with the Contract, such building or structure or the remains thereof shall become the property of Contractor, except that personal property of third persons or of occupants of such building shall not become the property of Contractor.
- (c) Storage of salvage materials and equipment by Contractor at the project site will only be permitted during the duration of this Contract. Storage of salvage materials and equipment shall not be permitted at any time to interfere with the activities of Town of Greeneville.

- (d) At Contractor's sole expense, all salvage materials shall be transported to lawful disposal locations and shall be disposed of lawfully and in accordance with all applicable state, federal and/or local laws, rules and regulations.

10. TECHNICAL SPECIFICATIONS

In order to fully comply with this Contract, Contractor agrees that each structure is to be completely demolished, including footings, basement walls, and floors at or below ground level (unless otherwise specified). All areas below ground level are to be completely filled in a manner to ensure proper drainage across the property without causing erosion. Vegetation, with the exception of trees and, disturbed soil shall be leveled and seeded with grass seed with straw covering.

11. INSPECTION BY TOWN OF GREENEVILLE

The Town of Greeneville and any of its officers, code officials and board members shall have the right to inspect the work at all times and at the completion thereof.

12. WORK COMMENCEMENT

Contractor shall not begin work on any property under this contract until Contractor has been notified by the Building Official.

13. TIME FOR COMPLETION

The work which Contractor is required to perform under this Contract shall be commenced within 7 days (TBD) after the execution of this Contract and a Notice to Proceed is received and shall be fully completed within 18 days consecutive calendar days following, (TBD), the commencement of work. Failure to complete all performance within the time set forth in this provision shall be an event of default.

14. BREACH

If either party shall breach the terms of this Agreement, and in the event of litigation, the non-prevailing party shall pay the reasonable attorney fees and costs of litigation of the prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the year and date first above written.

Town of Greeneville

_____ - Contractor

BY: _____

BY: _____

Date: _____

Date: _____

ATTEST:

ATTEST:

BY: _____

BY: _____