

DEMOLITION CONTRACT FOR 2004 CDBG PROGRAM

This agreement made this 5th day of April, 2004 by and between Bill Gilmer 2962 CR 766 Jonesboro, Arkansas 72401 hereinafter called the Contractor, and the City of Jonesboro, hereinafter called the Owner.

Section 1.

The City of Jonesboro, Arkansas hereinafter called "Owner" and Bill Gilmer, hereinafter called "Contractor" is desirous of entering into a contract for demolition of housing in the fiscal year of 2004 after HUD approval of program until demolition completed.

Section 2.

The City solicited bids for demolition on February 16, 2004, and received bids on March 10, 2004. Bill Gilmer was the low bidder and only bidder, of which a copy of the bid is attached and made a part of this contract.

Section 3.

If the Contractor fulfills the contract to the satisfaction of the Owner, the owner agrees to pay the contractor for completed demolitions performed as requested herein, the sum of (\$1,250.00) One Thousand One Hundred and Fifty Dollars, for each structure demolished at 1500 sq. ft. or below, subject to additional structure square footage demolished at a cost based upon \$500 per each additional 500 square feet.

Section 4.

Contractor also agrees:

- a. Contractor shall begin demolition within 2 (two) working days from the date the City gives directions and location of said demolition, weather permitting.
- b. All debris will be removed from the property by the contractor. Tipping fees will be waived at the landfill for successful bidder on City jobs only.
- c. After demolition, the property will be smoothed and leveled. In the event that a hole is left on the property, it will be filled by the contractor at his/her expense as a part of this bid and contract.
- d. The bidder will carry and attach proof of liability insurance as a part of this contract.
- e. The bid is based on each structure being 1500 square feet or less. For anything larger, an additional \$500 per 500 square feet will be paid to the contractor (\$1 per sq. ft).
- f. The City of Jonesboro will not be liable for any accidents in the performance of the work performed by contractor.
- g. The Contractor will be responsible for any and all damages done to property or properties which are not in the scope of the demolition.
- h. The Contractor will carry and attach proof of bonding.
- i. Contractor will have a valid and paid privilege license with the City of Jonesboro.
- j. The City will inspect all work after completion of each demolition and approve the job before completing paperwork and scheduling payment during normal bill paying schedule by the City. No bills will be paid for uncompleted or unsatisfactory work.

- k. The City and the Contractor will meet on each job to reconcile the square footage before demolition begins. The Contractor will then receive a purchase order and /or requisition to proceed with job.

Section 5.

The Contractor agrees to indemnify and hold harmless the Owner from any and all claims, demands, actions and remedies of collection available under law, which may be imposed or attempted against Owner as a result of any actual or alleged liability of Contractor for payment of contributions, penalties, or interest due from contractor under the terms of the employment Security Law of the State of Arkansas, State Withholding, U.S. Department of Labor, and IRS Withholding and Futa.

Section 6.

The Contractor agrees to indemnify and hold harmless the Owner from any and all penalties, fines, claims, demands, actions and remedies of collection available under law, which may be imposed or attempted against Owner as a result of any actual or alleged liability of Contractor and/or his forees to comply with O.S.H.A.'s construction safety regulations.

Section 7.

In the event of any default on the part of the contractor hereunder, Owner shall have the right after two (2) days written notice to terminate this contract and to complete the work required hereunder and to charge the cost thereof to the contractor, and such right of the Owner shall not affect the right of the Owner to recover damages for contractor's delay or non-performance of this contract.

Section 8.

Contractor shall not assign this contract nor subcontract any of the work hereunder, without the written consent of the Owner.

The parties hereto have executed this contract by their authorized agents on the day and year written above.

Dated this 5th day of April, 2004.